

F405-11H11  
Reg # 055085  
PO# 171815  
**Horner Construction Inc.**

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P. O. Box 532 Huron, OH 44839 (419) 433-2071

3-Quotes

May 23, 2005

Ohio Department of Transportation  
District 11  
Attn: Howard Carpenter  
2201 Reiser Ave  
New Philadelphia OH 44663

*Reference: Cronkhite model 2950 trailer*

Dear Howard:

I am pleased to submit to you the following proposal based upon our recent conversation:

One (1) Cronkhite model 2950 trailer manufactured in Danville Illinois:

Model 2950 trailer, Payload capacity of 12,000 lbs, LT23 5/85R16 tires, Deck size – 84” width by 20’ length, Electric brakes, 2” oak hardwood flooring, Pintle hitch, Small round connector, Ladder ramps

District 11 Sell Price: \$6,200.00

Delivery included in above price

Thank you for giving Horner Construction Inc. the opportunity to quote your equipment needs. Please call me at (419)433-2071 if you have any questions or concerns.

Sincerely,

Bob Hunt  
President

**HCI** ❖ **HORNER CONSTRUCTION, INC.**

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203 Sprowl Road P.O. Box 532  
Huron, Ohio 44839  
Tel (419) 433-2071 ■ Fax (419) 433-6872

August 6, 2001

Howard Carpenter  
Ohio Department of Transportation  
2201 Reiser Ave.  
New Philadelphia, OH

REG # 011062

Dear Mr. Carpenter:

Horner Construction is pleased to provide the following quote.

One (1) Massey Ferguson 4243 tractor: 2 Wheel drive, 12 x 12 transmission, 2 spool valve, Creeper gear, Alamo versa mower, 72" rotary head and mounting kit

TOTAL LIST PRICE:	\$55,162.00
Municipal Discount	(13,958.65)
ODOT 11 Net	\$41,203.35
Additional Discount:	<u>( 6,300.00)</u>
ODOT 11 Net:	\$34,903.35

Sales tax if applicable is not included

Delivery included in machine price

If you have any questions, please feel free to contact me at the following number 419-433-6872. Thank you for the opportunity to quote on this equipment.

Sincerely,

*Robert Hunt*

Robert Hunt  
President



203 Sprowl Road ♦ P.O. Box 532 ♦ Huron, Ohio 44839

Tel: (419) 433-2071 ♦ Fax: (419) 433-2644

August 9, 2004

Ohio Department of Transportation  
Attn: Phil Shafer  
906 North Clark Street  
Ashland OH 44805

Dear Phil:

HCI is pleased to submit to you the following proposal based upon our recent conversation:

One (1) Cronkhite model 3300 trailer manufactured in Danville Illinois:

- 10,000 lb payload capacity
- 80" deck width
- 15' deck length
- Electric brakes
- Split wedge tail
- Round connector
- 2 5/16" ball hitch

Price on Cronkhite 3300 trailer:                   \$4,350.00

Delivery included in above price

Thank you for giving HCI the opportunity to quote your equipment needs. Please call me at (419) 433-2071 if I can be of any further assistance.

Sincerely,

Chris Kurz  
Sales Representative

OHDOT-006565

06/16/2005 08:12 913304947739

SOUTHEASTERN EQUIP

PAGE 02



203 Sprowl Road ♦ P.O. Box 532 ♦ Huron, Ohio 44839

Tel: (419) 433-2071 ♦ Fax: (419) 433-2644

June 16, 2005

Ohio Department of Transportation  
Attn: Howard Carpenter  
District 11  
2201 Reiser Ave  
New Philadelphia OH 44663

*Reference: Case 521D Wheel Loader*

Dear Howard:

HCI is pleased to submit to you the following quote based upon our recent conversation and the STS Contract:

One (1) 2005 Case 521D Loader manufactured in Racine Wisconsin:

Standard Features:

- Case 445TA/M2 diesel engine developing 110 net HP at 2000RPM
- Turbocharger
- 4-Wheel drive
- 4F/3R Selectable autoshift/manual shift transmission
- Electronic control module – programmable, computer controlled proportional shifting with programmable gear selection
- Onboard diagnostics
- Single lever electronic shift control
- Downshift button
- Outboard planetary axles
- Limited slip differentials
- Hydraulic wet disc brakes
- Lubed for life drive shaft
- Light package
- 2,400 lb counterweight
- Drawbar hitch
- Backup alarm
- Cab with Rops including heater
- 2 spool valve with 1 lever control



# Southeastern

EQUIPMENT CO., INC.

6415 Promler Avenue  
NORTH CANTON, OH 44720

Phone: 330-494-3950  
Fax: 330-494-7739

F A X C O V E R S H E E T

DATE 2/28/06

TO \_\_\_\_\_

ATTN \_\_\_\_\_

FAX \_\_\_\_\_

PAGES \_\_\_\_\_ INCLUDING COVER SHEET

FROM C.K. PATTERSON

COMMENTS

Amy

FINALLY I HAVE THE AGREEMENT FOR YOU.  
PLEASE SIGN BOTH COPIES, KEEP ONE ORIGINAL FOR YOUR FILES AND RETURN ONE TO ME PLEASE. PRETEND IT'S FEBRUARY 28th!  
CALL ME CONCERNING THE BANK YOU WILL USE FOR THE SEPARATE CHECKING ACCOUNT.

DID YOU LOVE KEY WEST?

THANKS VERY MUCH,

*Chad*

## TEAMING AGREEMENT

**SOUTHEASTERN EQUIPMENT CO., INC.** (“Southeastern”), which has an address of P.O. Box 586, 10874 East Pike Road, Cambridge, Ohio 43725 and Ebony Construction, Inc., (“ECI”), which has an address of 3510 Centennial Road, Sylvania, Ohio 43560, state that they enter into this Teaming Agreement for the purpose of selling construction equipment under the State of Ohio State Term Schedule and agree as follows:

1. ECI is certified by the State of Ohio as a Minority Business Enterprise (“MBE”) and an Encouraging Diversity, Growth and Equity (“EDGE”) business.

2. ECI is approved and listed as an MBE and EDGE on the State of Ohio State Term Schedule for “Lawn, Garden and Heavy Construction Equipment.

3. ECI will, as requested by Southeastern, sell such equipment to such customers, and on such terms as designated by Southeastern (“Equipment Sales”) ECI will not conduct any sales of new construction equipment without specific direction from Southeastern.

4. ECI will receive payment directly from the customer for such Equipment Sales, but expressly agrees that such payment shall be held in trust by ECI for benefit of Southeastern. ECI agrees to deposit any such payments received from Equipment Sales directly into a segregated interest bearing account with a financial institution mutually agreeable to ECI and Southeastern. ECI is authorized to deduct ECI’s agreed upon fee or commission from the segregated account. The balance of any such payment from Equipment Sales shall be remitted directly to Southeastern within 10 days of receipt by ECI.

5. ECI shall keep proper books and records in which true and complete entries are made of all dealings or transactions involving Southeastern and the Equipment Sales. ECI shall promptly furnish to Southeastern all such financial and other information as Southeastern may reasonably request. Without limiting the foregoing, ECI shall furnish or cause to be furnished to Southeastern (i) within one hundred twenty (120) days after the end of each fiscal year of ECI,

reviewed financial statements (including balance sheets, statements of income and loss, statements of cash flow, and statements of members' equity) and the accompanying notes thereto, all in reasonable detail, fairly presenting the financial position and the results of the operations of ECI as of the end of and through such fiscal year.

6. ECI shall not be responsible for nonpayment by the customer.

7. ECI shall not be responsible for any repair, maintenance, overhaul, warranty, parts or other type "after sale" activities in connection with any sale made by ECI.

8. Southeastern will, at its expense, hold harmless, defend and indemnify ECI for any actions brought against ECI by anyone alleging any, breach of any type warranty, defects in the equipment purchased, consequential damages, personal injury, property damage, or violation of any patents, trademarks or intellectual property rights in connection with any property sold by ECI pursuant to this Agreement.

9. ECI shall not be responsible for paying any sales or other similar type tax in connection with any sales made pursuant to this Agreement.

10. Either party may cancel this Agreement by giving the other party 30 days written notice. ECI shall be entitled to receive its commission for all orders placed through ECI prior to the effective date of the cancellation, whether the proceeds are paid by the customer prior to, or after, the said 30 day period.

11. ECI's commission is equal to 2% of the Equipment Sales, payable when proceeds have been paid by the customer.

Executed by Southeastern this 28<sup>th</sup> day of February, 2006.

Executed by Ebony this 28<sup>th</sup> day of February, 2006,

Southeastern Equipment Co. Inc.

By: Charles K. Patterson

Charles K. Patterson  
Its: Executive Vice President

Ebony Construction, Inc.

By: Amy Leek

Amy Leek  
Its: President

250846.115299.0001

Quotes Submitted by Ebony Construction in Competition with Southeastern Equipment											
Instance No.	Encumbrance (PO) #	Encumbrance Date	Requisition #	Vendor Name	SUM PO Line Disbursements	Dist	Southeastern Equipment	Ebony Construction	Valco	McLean Company	Ohio Cat
1	161756	03/27/06	045706	EBONY CONSTRUCTION CO INC	\$ 25,080.00	12	\$ 25,785.00	\$ 25,080.00	\$ 26,595.00		
2	232017	02/08/07	039167	SOUTHEASTERN EQUIPMENT CO	\$ 4,902.74	5	\$ 4,902.74	\$ 5,000.20		\$ 4,413.62	\$ 6,419.00
3	237407	03/23/07	044677	SOUTHEASTERN EQUIPMENT CO	\$ 4,902.74	5	\$ 4,902.74	\$ 5,000.80		\$ 4,413.63	
4	243157	05/11/07	051367	SOUTHEASTERN EQUIPMENT CO	\$ 5,102.74	5	\$ 5,102.74	\$ 5,350.80		\$ 4,413.63	
5	316888	09/05/07	017258	EBONY CONSTRUCTION CO INC	\$ 8,303.00	4	\$ 8,515.00	\$ 8,303.00	\$ 8,650.00		
<b>Total</b>					\$ 48,291.22						



**Performance you can count on**

Equipment • Parts • Service • Rentals

**800-798-5438**



## Locations



**Dublin**  
6390 Shier-Rings Rd.  
Dublin, OH 43016  
Phone: 614-889-1073  
Fax: **614-761-1156**

Directions

### Dublin Store Hours

Monday – Friday 07:30am-05:00pm  
Saturday & Sunday Closed  
24 Hour Support Numbers  
Sales 614-989-2165  
Parts 614-989-2165  
Service 614-989-2165

## Locations

### Ohio

Brilliant  
Brunswick  
Cambridge  
Dublin  
Gallipolis  
Heath  
Mansfield  
Marietta  
Mentor  
Monroe  
North Canton  
Perrysburg

### Indiana

Evansville  
Fort Wayne  
Indianapolis

### Kentucky

Burlington

### Michigan

Holt  
Novi

Cambridge Administration Office

## Sales



**Tom Truck**  
Branch Manager  
Cell: 614-989-2165  
ttruck@southeasternequip.com



**Bud Pack**  
Sales Representative  
Cell: 614-989-2051  
bpack@southeasternequip.com



**Dana Babcock**  
Sales Representative  
Cell: 937-416-6397  
dbabcock@southeasternequip.com



**JP Rousseau**  
Inside Sales / Rental  
jrousseau@southeasternequip.com



**Austin Barber**  
Sales Representative

Details

## Parts and Service



**Jeremy Gee**  
Parts Manager  
jgee@southeasternequip.com



**Jason Beckett**  
Parts Assistant  
dublinparts@southeasternequip.com





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[Advanced Sales](#)

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Member Information

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Member Information

**Company Name** Ebony Construction Co., Inc.

**Member Status** Active Member

**Address** 3510 Centennial Road  
Sylvania, OH 43560

**Phone** 419-841-3455

**Fax** 419-841-7845

**Corporate Email Address** [ahall@ebonyco.com](mailto:ahall@ebonyco.com)

**Website Address** <http://www.ebonyco.com>

**President/CEO** Amy Hall

**Safety Officer** Mike Bass

**Safety Officer Email** [mbass@ebonyco.com](mailto:mbass@ebonyco.com)

[Back to Member List](#)

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**From:** "Brian James" <bjames@southeasternequip.com>  
**To:** "Mike Bass" <mbass@ebonyco.com>  
**cc:** "Keith Raines" <Keith.Raines@dot.state.oh.us>

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**Date:** Thursday, April 26, 2007 02:20AM  
**Subject:** Cronkhite Trailer Quote

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Mr. Bass,

Attached is a quote you have already sent ODOT 5, but there have been some add ons. Could you please print and fax to the number given.

Sorry for the mishap. Thanks

Brian James

Attachments:

ODOT 5 - 3400.doc

April 25, 2007

Keith Raines  
ODOT 5  
9600 Jacksontown Road  
Jacksontown, Ohio 43030  
Fax: (614) 887-4550

Reference: Cronkhite Trailer

Mr. Raines:

Ebony Construction Co., Inc. is pleased to submit the following quote based on our recent conversations.

<b>Cronkhite 3400 Tilt Trailer (12,000lb. Payload Capacity)</b>	<b>\$5,350.80</b>
Trailer includes 79"Width x 17'6"Length, Electric Brakes and Full Width Wedge Tail, 4 Additional Tie Downs and Modified Trailer Hitch to accommodate 34" Hitch Height.	

Thank you for the opportunity to quote your equipment needs.

Sincerely,

Mike Bass  
Ebony Construction Co., Inc.

Competing Quotes Submitted Soley by Rath Building Supply and Fort Defiance Construction & Supply								
Instance No.	Encumbrance (PO) #	Encumbrance Date	Requisition #	Vendor Name	SUM PO Line Disbursements	Dist	Rath Building Supply	Ft Defiance Construction
1	127704	10/09/03	024664	FORT DEFIANCE CONSTRUCTION	\$ 1,400.00	\$ 7.00	\$ 1,420.00	\$ 1,400.00
2	122265	07/08/04	000915	FORT DEFIANCE CONSTRUCTION	\$ 2,370.00	\$ 7.00	\$ 2,400.00	\$ 2,370.00
3	126755	07/21/04	008125	FORT DEFIANCE CONSTRUCTION	\$ 2,370.00	\$ 7.00	\$ 2,400.00	\$ 2,370.00
4	134445	08/25/04	015195	RATH BUILDERS SUPPLY INC	\$ 6,086.80	\$ 2.00	\$ 6,086.80	\$ 6,160.00
5	211177	08/31/06	017287	RATH BUILDERS SUPPLY INC	\$ 4,208.00	\$ 7.00	\$ 4,208.00	\$ 4,276.00
<b>Total</b>					\$ 16,434.80			
Instance No.	Document ID	Trans Date	Fiscal Yr	Name	SUM Line Amount	District	Rath Building Supply	Ft Defiance Construction
1	374018	02/22/02	2002	RATH BUILDERS SUPPLY INC	\$ 2,444.40	\$ 7.00	\$ 2,444.40	\$ 2,454.00
2	527333	08/22/03	2004	RATH BUILDERS SUPPLY INC.	\$ 1,574.00	\$ 7.00	\$ 1,574.00	\$ 1,606.00
3	527334	08/22/03	2004	RATH BUILDERS SUPPLY INC.	\$ 2,160.00	\$ 7.00	\$ 2,160.00	\$ 2,200.00
4	571239	01/21/04	2004	RATH BUILDERS SUPPLY INC.	\$ 2,250.00	\$ 7.00	\$ 2,250.00	\$ 2,262.00
5	575321	02/03/04	2004	RATH BUILDERS SUPPLY INC.	\$ 2,130.00	\$ 7.00	\$ 2,130.00	\$ 2,180.00
6	641232	09/07/04	2005	RATH BUILDERS SUPPLY	\$ 2,147.60	\$ 7.00	\$ 2,147.60	\$ 2,188.50
7	704150	04/05/05	2005	RATH BUILDERS SUPPLY	\$ 2,430.00	\$ 7.00	\$ 2,430.00	\$ 2,610.00
8	713214	05/06/05	2005	RATH BUILDERS SUPPLY	\$ 1,375.00	\$ 7.00	\$ 1,375.00	\$ 1,420.00
9	725026	06/21/05	2005	RATH BUILDERS SUPPLY	\$ 1,200.00	\$ 1.00	\$ 1,200.00	\$ 1,245.00
10	735790	07/29/05	2006	RATH BUILDERS SUPPLY	\$ 2,234.00	\$ 7.00	\$ 2,234.00	\$ 2,295.00
11	748155	09/09/05	2006	RATH BUILDERS SUPPLY	\$ 2,475.20	\$ 7.00	\$ 2,475.20	\$ 2,475.00
12	748799	09/14/05	2006	RATH BUILDERS SUPPLY	\$ 2,162.00	\$ 7.00	\$ 2,162.00	\$ 2,208.87
13	755940	10/06/05	2006	RATH BUILDERS SUPPLY	\$ 1,580.00	\$ 7.00	\$ 1,580.00	\$ 1,620.00
14	765827	11/09/05	2006	RATH BUILDERS SUPPLY	\$ 1,900.00	\$ 7.00	\$ 1,900.00	\$ 1,979.00
15	792015	02/02/06	2006	RATH BUILDERS SUPPLY	\$ 1,400.00	\$ 7.00	\$ 1,400.00	\$ 1,426.00
16	845048	08/09/06	2007	RATH BUILDERS SUPPLY INC	\$ 2,272.50	\$ 7.00	\$ 2,272.50	\$ 2,784.00
17	866603	10/20/06	2007	RATH BUILDERS SUPPLY INC	\$ 1,840.00	\$ 7.00	\$ 1,840.00	\$ 1,860.00
18	890081	01/11/07	2007	RATH BUILDERS SUPPLY INC	\$ 1,825.00	\$ 7.00	\$ 1,825.00	\$ 1,860.00
19	008692	07/24/07	2008	RATH BUILDERS SUPPLY INC	\$ 2,237.50	\$ 7.00	\$ 2,237.50	\$ 2,275.00
20	008691	07/24/07	2008	RATH BUILDERS SUPPLY INC	\$ 2,130.00	\$ 7.00	\$ 2,130.00	\$ 2,160.00
<b>Total</b>					\$ 39,767.20			

**Quotes Submitted to ODOT for Fort Defiance Construction and Building Supply Which Were Faxed From Rath Building Supply**

ODOT payments issued via warrant:

Instance No.	Encumbrance (PO) #	Encumbrance Date	Requisition #	Vendor Name	SUM PO Line Disbursements	District	Quotes Supplied: (vendor, date, date sent, and amount)
1	121657	07/10/06	002277	RATH BUILDERS SUPPLY INC	2,864.00	7	Fort Defiance Construction - 6/27/06 - faxed 6/27/06 at 2:43 pm from Rath Builders- 2896; Rath Builders - 6/26/06 - faxed 6/27/07 2:44 pm - 2864; Bain Enterprises - 6/26/06 - faxed 6/26/06 - 312.80
2	204637	07/27/06	009387	RATH BUILDERS SUPPLY INC	13,068.00	7	Rath - 7/24/06 faxed - 7/24/06 at 11:49 am - 13068; Fort Defiance - 7/26/06 - faxed from rath builders at 7/24/06 at 11:45 am - 13,104; Bain Enterprises - 7/25/06 - \$14,040
3	211177	08/31/06	017287	RATH BUILDERS SUPPLY INC	4,208.00	7	Rath - 8/23/06 - faxed 8/24/06 - 4208; Fort Defiance - 8/24/06 - faxed 8/24/06 from Rath is illegible - 4276; Bain - 8/24/06 - faxed 8/24/06 - 4128
4	233887	02/26/07	041177	FORT DEFIANCE CONSTRUCTION	2,110.00	7	Rath - 2/22/07 - faxed 2/22/07 at 1:11 pm; Fort Defiance - 1/11/07 - faxed 1/11/07 at 9:24 am from Rath Builders - 2110
5	237897	03/28/07	045487	FORT DEFIANCE CONSTRUCTION	3,520.00	7	Sandusky Bay Const - 3/19/07 - faxed 3/23/07 - 3890; Fort Defiance - no date - faxed from Rath on 3/21/07 at 3:15 pm - 3520; Crawford Fence - 3/19/07 - faxed 3/27/07 - 4000
6	243047	05/11/07	050547	FORT DEFIANCE CONSTRUCTION	1,199.50	7	Fort Defiance - 4/30/07 - faxed from Rath Builders on 4/30/07 at 4:11 pm - \$1,199.50; Bain Enterprises - 5/1/07 - via phone - 1,234

ODOT payments issued via payment card:

Instance No.	Document ID	Trans Date	District	Name	Fiscal Year	SUM Line Amount	Quotes Supplied: (vendor, date, date sent, and amount)
1	890081	01/11/07	7	RATH BUILDERS SUPPLY INC	2007	1,825.00	Fort Defiance - 12/28/05 - faxed from Rath Builders on 12/28/05 at 12:50 pm - 1860; Rath Builders - 12/28/06 - faxed from Rath on 12/28/06 at 12:57 pm - 1825

Quotes submitted solely by Pengwyn and its affiliates to ODOT

Voucher Payments in which Pengwyn and its affiliates only bid against each other:

Instance No	Encumbrance (PO) #	Encumbrance Date	Requisition #	Vendor Name	SUM PO Line Disbursements	Fiscal Yr	Dist	Pengwyn	Hydron	Ice Control Equipment	Petpascal Inc
1	020382	10/11/01	021632	HYDRON INC	\$ 9,600.00	2002	12	\$ 900.00	\$ 800.00		\$ 1,000.00
2	025972	11/14/01	027612	PENGWYN	\$ 4,835.33	2002	3	\$ 5,000.00	\$ 6,000.00	\$ 5,500.00	
3	029512	12/10/01	032972	ICE CONTROL EQUIPMENT INC	\$ 14,600.00	2002	5	\$ 15,200.00		\$ 14,600.00	\$ 18,378.00
4	041792	03/14/02	045452	PENGWYN	\$ 4,160.00	2002	6	\$ 4,160.00	\$ 5,200.00	\$ 4,250.00	
5	019713	07/25/02	009433	PENGWYN	\$ 4,150.00	2003	5	\$ 4,150.00		\$ 5,100.00	\$ 5,500.00
6	019723	07/25/02	009443	PENGWYN	\$ 8,300.00	2003	5	\$ 8,300.00		\$ 10,200.00	\$ 11,000.00
7	019733	07/25/02	009463	PENGWYN	\$ 4,150.00	2003	5	\$ 4,150.00		\$ 5,400.00	\$ 5,500.00
8	019743	07/25/02	009453	PENGWYN	\$ 4,150.00	2003	5	\$ 4,150.00		\$ 5,100.00	\$ 5,500.00
9	019753	07/25/02	009473	PENGWYN	\$ 4,150.00	2003	5	\$ 4,150.00		\$ 5,100.00	\$ 5,500.00
10	025853	08/22/02	011793	ICE CONTROL EQUIPMENT INC	\$ 5,500.00	2003	5	\$ 8,500.00		\$ 8,450.00	\$ 9,385.00
11	025863	08/22/02	011803	ICE CONTROL EQUIPMENT INC	\$ 6,450.00	2003	5	\$ 8,500.00		\$ 8,450.00	\$ 9,385.00
12	026763	08/26/02	011783	ICE CONTROL EQUIPMENT INC	\$ 8,450.00	2003	5	\$ 8,500.00		\$ 8,450.00	\$ 9,385.00
13	029473	09/12/02	019123	HYDRON INC	\$ 5,317.50	2003	5	\$ 6,006.95	\$ 5,317.50		\$ 7,090.00
14	016174	09/02/03	017514	PETRO PASCAL INC	\$ -	2004	5	\$ 8,500.00		\$ 8,580.00	\$ 8,450.00
15	017334	09/08/03	018394	PETRO PASCAL INC	\$ -	2004	5	\$ 8,500.00		\$ 8,580.00	\$ 8,450.00
16	017344	09/08/03	018434	PETRO PASCAL INC	\$ -	2004	5	\$ 8,500.00		\$ 8,580.00	\$ 8,450.00

Paycard Charges in which Pengwyn and its affiliates only bid against each other:

Instance No	Trans Dt	Doc ID	Merchant Name	Amount	Dt Entered	Dist	Pengwyn	Hydron	Ice Control Equipment	Petpascal Inc
1	01/27/03	466506	HYDRON INC	\$ 1,500.00	01/23/03	3		\$ 1,500.00	\$ 1,650.00	
2	02/12/03	470028	HYDRON INC	\$ 1,624.00	02/04/03	9		\$ 1,624.00	\$ 2,088.00	\$ 2,320.00
3	08/18/03	525184	HYDRON INC	\$ 1,872.00	08/14/03	5		\$ 1,872.00	\$ 2,340.00	\$ 2,223.00
4	09/12/03	533380	HYDRON INC	\$ 2,021.60	09/11/03	12		\$ 2,021.60		\$ 2,527.00
5	09/19/06	853214	HYDRON INC	\$ 2,120.00	09/06/06	5	\$ 2,305.60	\$ 2,120.00	\$ 2,500.00	

02/20/2007 15:14 7407730528

MODOFFIC

PAGE 01



### OPI Vehicle Modification Center

Chillicothe Correctional Institution  
15802 State Route #104, North  
Chillicothe, Ohio 45601-0990

Phone: 740.775.0001

Fax: 740.773.0528

February 28, 2007

Ohio Penal Industries requests a quotation from the below-listed company:  
(Quoted Price Should Include Shipping or Listed As Separate Line Item)

**PETRO PASCAL INC. (PPI)**  
**2550 W. FIFTH AVE.**  
**COLUMBUS, OH 43204**

Phone: **614.488.6648**

Fax: **614.488.0019**

TAX ID: XXXXXXXXXX

#	QTY	UOM	PartNum	Description	UnitPrice	EXT.
01	100	EA	57XL-40	Breather Caps	10.40	1040.00
02	160	EA	LIT-1250-10WR	InTank Filter LIT-1250-10WR-MB w/metal bowl	125.00	20000.00
03	75	EA	LHO-13M	Sensor, Fluid Level f/Hydraulic Tank ACT-B20030BFF23	45.00	3375.00
04	70	EA	550-3	Sight Glass 8B-550-5	18.09	1266.30

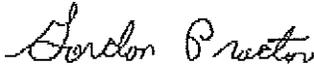
Requested By: Roy A. Fultz  
ROY A. FULTZ, INDUSTRY MANAGER

Shipping: 150.00  
Quote Total: 22831.30

Submitted By: Sublime President February 27, 2007  
Name Title Date

**THIS QUOTATION MUST BE RETURNED WITHIN THREE (3) WORKING DAYS FOR CONSIDERATION**

Approved:



Gordon Proctor,  
Director

Policy No: 18-007(P)  
Effective: August 2, 2006  
Responsible Division: Finance and Forecasting  
Supersedes policy 18-007(P) dated 8/4/03

## PURCHASING POLICY

### POLICY STATEMENT:

This policy provides guidance to assure that State and Federal Laws and Regulations are followed when purchasing supplies, equipment, materials, and services.

### AUTHORITY:

Sections 102.03, 123.152, 125.01- 125.11, 125.31-125.76, 125.081, 127.06, 127.12 - 127.16, 153.65- 153.71, 2921.42, 2921.43, 4115.31-4115.35, 5147.07, 5501.17, 5501.18, and 5513.02 of the Ohio Revised Code.  
DAS Directive 06-21  
Ohio Ethics Commission Advisory Opinion No. 91-010

### REFERENCE:

Control Board Manual [www.ecb.ohio.gov/Documents/CBManual.pdf](http://www.ecb.ohio.gov/Documents/CBManual.pdf)  
Consultant Contracts Administration Manual  
[http://www.dot.state.oh.us/contract/consult\\_contract\\_adm\\_manual.htm](http://www.dot.state.oh.us/contract/consult_contract_adm_manual.htm)  
Purchasing and Contract Administration Manual  
<http://intranet.dot.state.oh.us/finance/Manuals/Accounting/Purchasingmanual.PDF>  
Project Printing Order  
<http://intranet.dot.state.oh.us/finance/Accounting/Fical%20Analysis/PPOinst.pdf>

### SCOPE:

This policy is applicable to all supervisors and employees who make or approve purchases of services, supplies, or equipment on behalf of the Department of Transportation.

### BACKGROUND AND PURPOSE:

This policy supersedes Policy 18-007(P) dated 8/4/03.

Policy No: 18-007(P)  
Effective: August 2, 2006  
Page 2 of 8

## I. REQUIRED SOURCES

*ODOT will procure all goods and services provided by the sources listed below as required by the Ohio Revised Code (ORC):*

*\*Ohio Penal Industries - (OPI) (Section 5147.07)*

*\*State Use Program - (SUP) (Sections 4115.31 - 4115.35)*

*- OIH is the current contractor providing management services for the SUP.*

*\*DAS State Printing – if the ODOT print shop cannot meet your needs you must use DAS State Printing (Sections 125.31 - 125.76)*

*Department of Administrative Services (DAS) term contracts (Sections 125.01 - 125.11)*

*ODOT Term contracts (Section 5513.02)*

*\*If goods or services are offered by any of the required sources above, a written waiver must be obtained from that source in advance to purchase the goods or services from a different vendor.*

## II. DIRECT PURCHASE AUTHORITY

*Purchases of materials, equipment, or services from other than the required sources listed in section I of this policy will be made with the direct purchase authority granted to the Department by DAS in section 125.05 of the ORC.*

Any purchase made with the Department's direct purchase authority will be made in a manner which ensures the Department is obtaining the lowest responsible and responsive price. Price quotations will be the primary mechanism for ensuring the best value is obtained. Quotation requirements will be established and communicated each Fiscal Year by the Division of Finance and Forecasting.

No purchases shall be authorized or made without **first** encumbering the funds to pay for it, except in instances where the payment card or debit voucher is legally and administratively acceptable or where an emergency situation exists as defined by ORC Section 5513.02. All purchases shall be made using ODOT's Automated Purchasing System (APS) or other approved purchasing methods (Paycard, EDI or debit voucher).

Sole source purchasing should be avoided, if at all possible. Quotes should be obtained according to established requirements.

Policy No: 18-007(P)  
Effective: August 2, 2006  
Page 3 of 8

Do not split a purchase of like supplies and/or services in order to circumvent any requirement set forth in this policy or as set forth in DAS Directive 06-21. It is important to plan purchases efficiently and economically.

Pricing information contained in vendor quotations and bids is confidential information and must not be released or disseminated until the contract or purchase is awarded.

All personal service contracts shall use a standard contract form approved by the Chief Legal Counsel. Personal Service contracts over \$25,000 shall be approved by the Director or Assistant Directors.

Conflicts of interest in the purchasing process shall be avoided at all times. Prior to entering into an ODOT contract, any employee who is involved in recommending, selecting or entering into an ODOT contract with a vendor with whom the employee, employee's family member or employee's business associate holds a financial interest, shall report such interest to the Chief Legal Counsel to determine whether a conflict exists.

### III. RELEASE AND PERMIT

A. *ODOT must obtain release and permit authority from OIT for the purchase of computers, telecommunication equipment, and from DAS vehicles, and copiers as required by section 125.06 of the ORC.*

B.

The purchase of various commodities and subsequent request for release and permit is coordinated and overseen by certain Central Office Divisions and Offices within the Department. The list of coordinating office and commodities are as follows:

ODOT Print Shop - all printing needs.

Division of Information Technology - All IT & telecommunication commodities including hardware, software, IT related personnel services and IT related maintenance.

Office of Equipment Management - Vehicles and heavy equipment.

Office of Facilities Management - Janitorial contracts through the State Use Program.

B. *ODOT must obtain release and permit authority from DAS:*

Policy No: 18-007(P)  
Effective: August 2, 2006  
Page 4 of 8

- *Whenever a purchase is expected to exceed the single purchase limit established by DAS,*
- *When an anticipated purchase will meet or exceed the vendor limit as established in section 127.16 of the ORC,*
- *For ODOT to have the ability to establish competitively bid ODOT Term contracts for highway related commodities. This is achieved through a joint effort by the Divisions of Contract Administration and Finance & Forecasting and is completed at the beginning of each biennium.*

C. *Any purchase which would cause a vendor to exceed the vendor limit as established in 127.16 of the ORC must have approval from the Controlling Board prior to the purchase.*

#### IV. CONTROLLING BOARD

For purchases of supplies, equipment and services, ODOT shall consider whether or not it is necessary to seek Controlling Board approval for those purchases. ODOT shall consider whether the type or source of purchase is exempt from Controlling Board Review, and if the purchase exceeds the Controlling Board threshold amount. The threshold amount is the limit at which a purchase from a particular supplier would amount to \$50,000 or more. The amount is determined by combining the amount of all disbursements to the supplier during the fiscal year with the amount of all outstanding encumbrances. This does not include any purchases made by competitive selection or any purchases with the prior approval of the Controlling Board. If the purchase of the supply or service exceeds the threshold amount, and it is necessary to gain Controlling Board approval, each office or division shall coordinate their Controlling Board request with the Office of Legislative Services.

The specific types of purchases exempt from Controlling Board review, the sources exempt from Controlling Board review, and more information regarding the vendor limit can be found in the Controlling Board manual at:  
[www.ecb.ohio.gov/Documents/CBManual.pdf](http://www.ecb.ohio.gov/Documents/CBManual.pdf)

#### V. CONSULTANT SERVICES

It is intended that ODOT personnel refer to the Consultant Contracts Administration Manual for ODOT's internal procedures regarding consultant administration and the consultant selection process. These services include but are not limited to, environmental studies, design and plan preparation, construction inspection, bridge inspection and right of way acquisition. Any and all ODOT employees having any role in

Policy No: 18-007(P)

Effective: August 2, 2006

Page 5 of 8

the administration of a consultant contract must either possess or have ready access to a copy of this manual.

## VI. LANDS, BUILDINGS AND FLEET EQUIPMENT

No purchase for, or sale of, ODOT operational lands and/or buildings, which typically includes but is not limited to headquarters, garages, outposts and safety rest areas, will be made without first complying with the OFM Land Acquisition & Disposition form. For further information, contact the Office of Facility Management in central office.

All fleet and rolling stock equipment including all replacement and new addition purchases, must meet specific established criteria that will optimize ODOT's equipment fleet from a life cycle perspective. Examples of criteria are average age targets for each equipment class, target disposal ages, usage objectives, turn-in frequencies, DAS mandates, etc. All equipment purchases must be approved by the Office of Equipment Management.

## VII. MINORITY BUSINESS ENTERPRISES (MBE)

*ODOT will procure 15% of all eligible goods and services from minority business enterprises which have been certified by the Department of Administrative Services as required by section 125.081 of the ORC.*

*The MBE 15% percentage credit will be a combination of these two components: Set-Aside and Participation.*

Set Aside Component: In order for a competitive bid or non bid purchase to count towards the set-aside MBE requirement, the bids or quotes must be solicited solely from minority vendors certified by DAS. Purchases where competitive bids or quotes are solicited from certified MBE vendors and non MBE vendors will not count towards the MBE set-aside component.

Participation Component: Represents purchases that are competitively bid or quoted open market, to both DAS certified minority vendors and non-minority vendors, and a certified minority vendor was awarded the contract. In situations where a competitive bid or quote is bid on the open market, ODOT guidance is to pay no more than 10% over the amount the commodity could be obtained from the non-MBE vendor.

## VIII. ENCOURAGING DIVERSITY, GROWTH, and EQUITY (EDGE)

*ODOT will procure 5% of all eligible construction projects, supplies and services, professional services, information technology services, and architectural and engineering*

Policy No: 18-007(P)  
Effective: August 2, 2006  
Page 6 of 8

*services, from socially and economically disadvantaged enterprises which have been certified as EDGE vendors by the Department of Administrative Services as required by section 125.081 of the ORC. ODOT will be focusing on our Capital Construction Contract and Consultant agreements to meet this goal.*

#### IX. ELECTRONIC COMMERCE

It is ODOT policy to make maximum use of payment cards in procuring goods and services where their use is legally and administratively acceptable. All employee classifications within ODOT are eligible to utilize the payment card. This decision is at the discretion of the employee's immediate supervisor, Administrator, Central Office Accounting or Deputy Director.

#### X. BUY OHIO

*ODOT will apply preferences to Ohio products in accordance with section 125.09 and 125.11 of the Ohio Revised Code.*

#### XI. FREQUENT FLYER MILES AND HOTEL DISCOUNTS PERSONAL RESPONSIBILITY

*All ODOT employees are prohibited from accepting, soliciting, or using the authority or influence of their position to secure, for personal travel, a discounted or free "frequent flyer" airline ticket, hotel stay, or other benefit from an airline, hotel, or other business if they have obtained the ticket or other benefit from the purchase of airline tickets or hotel stay for use in official travel, by the Department. This is in accordance with The Ohio Ethics Commissions Advisory Opinion No. 91-010 and ORC sections 102.03 (D-E), 2921.42(A)(4), and 2921.43(A).*

All ODOT employees are prohibited from accepting gifts, gratuities, vendor credits, or any other thing of value which would result in personal gain.  
No employee is permitted to use state funds to purchase retirement awards such as plaques, clocks, watches, etc. Purchasing awards to recognize an employee for their length of service with the agency, or safety related awards are permissible as long as the costs are reasonable.

#### DEFINITIONS:

Controlling Board – a seven member board of the House and Senate which provides oversight and approval for certain capital and operating expenditures by state agencies. In addition, the

Policy No: 18-007(P)

Effective: August 2, 2006

Page 7 of 8

board has approval authority over various state fiscal activities such as waivers of competitive selection and increases in appropriation authority.

Department of Administrative Services (DAS): the administrative organization that provides oversight and leadership for most state purchasing activities.

Encouraging Diversity, Growth, and Equity (EDGE) vendor: a small socially and economically disadvantaged business enterprise owned and controlled by U.S. Citizens who are Ohio residents. EDGE vendors are certified by DAS based on established criteria to determine if they are socially and economically disadvantaged.

Minority Business Enterprise (MBE): an individual, partnership, corporation, or joint venture of any kind that is owned and controlled by United States citizens, residents of Ohio, who are and have held themselves out as members of the following economically disadvantaged groups: Blacks, American Indians, Hispanics, and Orientals.

Ohio Correctional Industries (OPI): a division of the Department of Rehabilitation and Corrections created to provide work training programs for inmates housed at the various prison facilities.

OIH, Inc. (OIH): the current contract vendor for Ohio's State Use Program, which markets the services and products of sheltered workshops employing people with severe disabilities. OIH assists the workshops in product development and marketing of the product to the state and other customers.

Quotation: a verbal or written statement from a vendor indicating the price or fee they will charge for providing a specified quantity of goods or services for a specific period of time. A quote in excess of \$500 should be in writing on company letterhead.

Sole Source: The only vendor capable of providing a service or commodity. A sole source should be clearly documented and justified.

Split Purchase: Any purchase made, intentionally or unintentionally, which results in the circumvention of any limit set forth in this policy such as the DAS single purchase threshold, controlling board threshold, or quotation limits.

State Use Program (SUP): A mandatory statewide program whereby state agencies must procure certain products and services from qualified non-profit work centers that provide employment to people with severe disabilities.

Vendor limit: a dollar limit established by ORC 127.16 consisting of the total dollar amount of all disbursements and the amount of all outstanding encumbrances for purchases made by the

Policy No: 18-007(P)  
Effective: August 2, 2006  
Page 8 of 8

agency from the vendor in a fiscal year. This excludes purchases made by competitive selection or with the approval of the controlling board.

**TRAINING:**

All employees that participate in purchasing activities should be trained on the appropriate policy, statutory requirements, and procedures for the various types of purchasing mechanisms.

**FISCAL ANALYSIS:**

There is no negative fiscal impact of implementing this policy. This policy contains DAS purchasing requirements which have been established and are in effect at present.

ODOT made the following purchases of truck parts from AceCo Inc. who is in the business of leasing semi-trailers to customers:

Instance No.	Fiscal Year	Winning Company	District	Amount
1	2003	ACECO INC	10	\$ 2,982.38
2	2004	ACECO INC	5	\$ 29,052.00
3	2004	ACECO INC	5	\$ 2,477.00
4	2004	ACECO INC	5	\$ 6,624.00
5	2004	ACECO INC	5	\$ 3,274.80
6	2005	ACECO INC	5	\$ 16,437.00
7	2005	ACECO INC	5	\$ 6,289.00
8	2006	ACECO INC	3	\$ 5,944.12
9	2006	ACECO INC	11	\$ 4,198.00
10	2006	ACECO INC	5	\$ 710.00
11	2006	ACECO INC	5	\$ 5,236.00
12	2006	ACECO INC	3	\$ 2,988.00
13	2006	ACECO INC	5	\$ 3,690.00
14	2006	ACECO INC	6	\$ 3,076.00
15	2007	ACECO INC	5	\$ 8,734.00
16	2008	ACECO INC	5	\$ 7,807.00
17	2008	ACECO INC	5	\$ 8,734.00
18	2008	ACECO INC	11	\$ 6,382.00
Total				\$ 124,635.30

ODOT made the following purchases of traffic control system equipment and supplies from Quattro who is in the business of leasing land and buildings to A & A Safety:

Quattro Voucher Payments from ODOT:

Instance No.	Encumbrance (PO) #	Encumbrance Date	Requisition #	Vendor Name	SUM PO Line Disbursements
1	066803	06/12/03	059453	QUATTRO INC	\$ 3,974.75
2	009564	07/30/03	009554	QUATTRO INC	\$ 17,308.28
3	134674	12/01/03	033244	QUATTRO INC	\$ 5,926.80
4	146584	03/01/04	044714	QUATTRO INC	\$ 4,695.00
5	145074	02/19/04	043424	QUATTRO INC	\$ 8,850.00
6	239097	04/09/07	046667	QUATTRO INC	\$ 4,695.00
7	243837	05/16/07	052557	QUATTRO INC	\$ 8,987.00
8	247567	06/08/07	056537	QUATTRO INC	\$ 4,695.00
9	173356	06/15/06	058206	QUATTRO INC	\$ 9,620.00
10	404319	07/30/08	003179	QUATTRO INC	\$ 4,695.00
Total					\$ 73,446.83

Quattro Pay Card Payments from ODOT:

Instance No.	Doc ID	Trans Dt	Dist	Merchant Name	Amount	Dt Entered
1	476526	03/05/03	6	QUATTRO INC	\$ 2,095.00	02/26/03
2	671587	12/29/04	8	QUATTRO	\$ 1,447.50	12/17/04
3	932682	06/05/07	3	QUATTRO	\$ 1,995.00	06/04/07
4	004555	07/19/07	4	QUATTRO	\$ 2,425.00	07/16/07
Total					\$ 7,962.50	



# Ohio Department of Transportation District Three

906 North Clark Street, Ashland, Ohio 44805-1989  
Phone 419-281-0513

## GARAGE

### FAX TRANSMITTAL SHEET

DATE: 6-27-05

NUMBER OF PAGES: 3 (INCLUDING THIS ONE)

TO: BAIN

ATTN: Shelagh

FAX#: 513-530-5887

FROM: PHIL SHAFER

FAX#: 419/281-7580

PHONE#: 419/281-0513

EXT: 419-207-7144

.....COMMENTS.....

Quote + Spec Sheet

06/27/2005 14:47 4192817580

D03 GARAGE ODOT

PAGE 02

June 27, 2005

To Whomever:

District 3 would like to give you the opportunity to do a bid proposal on a Model 3300 Cronkhite trailer.

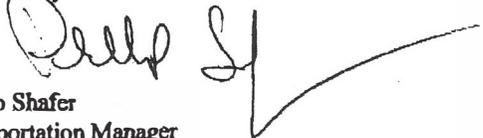
The following spec sheet is what we are looking to purchase. Three to four trailers will be purchased next month.

Southeastern is a dealer for this product. Chris Kurz is the sales person, if you wish to contact him for pricing, you may call 330-418-0612.

If you have any further questions, please feel free to call me at 419-207-7144.

Please return quotes by 6-29-05 to 419-281-7580.

Respectfully



Phillip Shafer  
Transportation Manager

PRS/mt

PAGE: 1 of 2  
 DOCUMENTTYPE: ORDE  
 TYPE CODE: 03

STATE OF OHIO  
**PURCHASE ORDER**  
 OHIO DEPARTMENT OF TRANSPORTATION

ODOT P.O.NUMBER: 324308  
 OAKS P.O. NUMBER: 000009892  
 P.O. DATE: 10/09/07  
 REQUISITION NUMBER: 026258

PID NUMBER	CONTRACT/ BID/ OIH	EXPIRATION DATE	CONTROL BOARD NBR.	DAS RELEASE / PERMIT NBR.	TOTAL AMOUNT
					\$5,427.00

**VENDOR INFORMATION:**

NAME: ACE TRUCK EQUIPMENT CO INC  
 ADDRESS 1: PO BOX 2605  
 ADDRESS 2:  
 CITY, STATE: ZANESVILLE OH  
 ZIP CODE: 43702-2605  
 COUNTY: D03

OAKS VENDOR NUMBER: 0000052904  
 VENDOR CONTACT PERSON: PHIL SHAFER  
 PHONE NUMBER: (419) 207-7144  
 DELIVERY REQUIRED (DATE/ARO):  
 TERMS:  
 ADDRESS CODE: 001

**BILL TO:**

NAME: DOT D03 ACCOUNTING  
 ADDRESS 1: 906 N. CLARK ST.  
 ADDRESS 2: (419) 281-0513  
 CITY, STATE: ASHLAND OH  
 ZIP CODE: 44805-1989

**SHIP TO:**

NAME: DOT D03 DISTRICT GARAGE  
 ADDRESS 1: 906 N. CLARK ST.  
 ADDRESS 2: (419) 281-0513  
 CITY, STATE: ASHLAND OH  
 ZIP CODE: 44805-1989

READING MODEL 108ADW SERVICE BODY FOR MECHANICS TRUCK IN LORAIN COUNTY AS PER QUOTE WITH THE FOLLOWING OPTIONS:

- 108" LONG
- 94" WIDE OUTSIDE
- 40-3/4" HIGH
- LATCH-MATIC- KEYLESS ENTRY FOR BODY
- (3) EXTENDA-SHELVES IN FRONT
- POOCHED RECESSED BUMPER
- RECEIVER TUBE & D-RING IN RECESS OF BUMPER
- RECESSED TAIL & BACKUP LIGHTS
- "A" COMPARTMENT LAYOUT ROADSIDE & CURBSIDE
- A-60 GALVANIZED STEEL CONSTRUCTION
- CONCEALED DOOR HINGES
- COMPLETE STAINLESS STEEL PADDLE LATCHES
- GAS STRUT DOOR HOLDERS ON ALL VERTICAL DOORS
- RUBBER DOOR SEALS
- SLAM ACTION TAILGATE
- ROTARY DOOR LATCHES
- ACRYLIC E-COAT PRIMING PROCESS
- INSTALLED ON 2008 F-350 CAB & CHASSIS - 60" C/A
- POWDER COATED WHITE

IN ACCORDANCE WITH EXECUTIVE ORDER NO. 2007-01S, THIS PURCHASE HAS BEEN AWARDED WITHOUT COMPETITIVE BIDDING BECAUSE, IN THE OPINION OF THIS AGENCY, THE SERVICES OR PRODUCTS OFFERED BY THIS VENDOR MEET THE SPECIFIC NEEDS OF THE AGENCY AT THIS TIME AND THE COST REPRESENTS A REASONABLE PRICE FOR THE REQUIRED SERVICES OR PRODUCTS, COMPARED TO OTHER VENDORS THAT OFFER THE SAME OR SIMILAR SERVICES AND PRODUCTS.

THE DIRECTOR OF BUDGET AND MANAGEMENT HEREBY CERTIFIES THAT THERE IS A BALANCE IN THE APPROPRIATION NOT OTHERWISE OBLIGATED TO PAY PRECEDENT OBLIGATIONS, PURSUANT TO WHICH THE OBLIGATION DETAILED ABOVE IS TO BE PAID

- NOTICE TO SUPPLIER
1. PURCHASE ORDER NUMBER MUST BE PLAINLY MARKED ON ALL PACKAGES AND PAPERS.
  2. PRICES QUOTED ARE FIRM. OTHER THAN AS PROVIDED IN THE INVITATION TO BID, INCREASES ARE NOT AUTHORIZED AND WILL NOT BE PAID.
  3. REJECTED GOODS SHALL REMAIN VENDORS PROPERTY.

OHDOT-006824

PAGE: 2 of 2  
 DOCUMENT TYPE: ORDE  
 TYPE CODE: 03

STATE OF OHIO  
**PURCHASE ORDER**  
 OHIO DEPARTMENT OF TRANSPORTATION

ODOT P.O. NUMBER: 324308  
 OAKS P.O. NUMBER: 000009892  
 P.O. DATE: 10/09/07  
 REQUISITION NUMBER: 026258

PURCHASE LINE	QUANTITY	UOM	UNSPSC CODE					UNIT PRICE	AMOUNT
01		AMT	27112800						\$5,427.00
SERVICE UTILITY BED									
DISTRIBUTION LINE	FUND	FISCAL YEAR	SAC	SPRC	RCAT	ACTIVITY	ACCOUNT CODE	STATE JOB NBR.	LINE AMOUNT
01	7002	08	4CN3	0003	5430		532503		\$5,427.00
COMMENTS FOR VENDOR:									

\*\* BY ACCEPTING THIS PURCHASE ORDER, THE VENDOR HEREIN NAMED AFFIRMS THAT, AS APPLICABLE TO THE VENDOR, NO PARTY LISTED IN DIVISION (I) OR (J) OF SECTION 3517.13 OF THE REVISED CODE OR SPOUSE OF SUCH PARTY HAS MADE, AS AN INDIVIDUAL, WITHIN THE TWO PREVIOUS CALENDAR YEARS, ONE OR MORE CONTRIBUTIONS TOTALING IN EXCESS OF \$1,000.00 TO THE GOVERNOR OR TO THE GOVERNOR'S CAMPAIGN COMMITTEES.

30147

1-17-08

5427.00

- 0 -

THE DIRECTOR OF BUDGET AND MANAGEMENT HEREBY CERTIFIES THAT THERE IS A BALANCE IN THE APPROPRIATION NOT OTHERWISE OBLIGATED TO PAY PRECEDENT OBLIGATIONS, PURSUANT TO WHICH THE OBLIGATION DETAILED ABOVE IS TO BE PAID

NOTICE TO SUPPLIER

1. PURCHASE ORDER NUMBER MUST BE PLAINLY MARKED ON ALL PACKAGES AND PAPERS.
2. PRICES QUOTED ARE FIRM. OTHER THAN AS PROVIDED IN THE INVITATION TO BID, INCREASES ARE NOT AUTHORIZED AND WILL NOT BE PAID.
3. REJECTED GOODS SHALL REMAIN VENDOR'S PROPERTY.

OHDOT-006826

REQ NO: 026258  
DATE: 10/04/07

REQUISITION HEADER SCREEN  
UPDATE MODE

AARQ0002  
CMNTS ADDED: Y

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DOC TYPE: ORDE    TYPE CODE: 03    DIV/DIST: 03    REQ TYPE: B - BLANKET  
 BID: N    AGRMT REQ?: N    COUNTY: D03    PROJ NO:  
 CON/BID:    ISTV CD:    PID:  
 CNTL BD:    AGREEMENT:    DAS R&P:  
 CONTACT: PHIL SHAFER    OIT R&P:  
 PHONE: ( 419 ) 207 - 7144    MBE: N    EDGE: N    SIB LOAN:  
 VEND ID: 0000052904 (SHIFT+F11)    ADDR CD: 001  
 NAME: ACE TRUCK EQUIPMENT CO INC    TOTAL AMT:    5,427.00  
 ADDR 1: PO BOX 2605    DELIVERY REQ:  
 ADDR 2:    TERMS:  
 CITY: ZANESVILLE    ST: OH    ZIP: 43702-2605  
 BILL TO: P002526 (SHIFT+F10)    SHIP TO: P002542 (SHIFT+F10)  
 ----- BILL TO -----    ----- SHIP TO -----  
 : DOT D03 ACCOUNTING    :    : DOT D03 DISTRICT GARAGE    :  
 : 906 N. CLARK ST.    :    : 906 N. CLARK ST.    :  
 : (419) 281-0513    :    : (419) 281-0513    :  
 : ASHLAND    OH 44805-1989 :    : ASHLAND    OH 44805-1989 :

NO ERRORS ENCOUNTERED

F14-DISTRIBUTION    F15-DESCRIPTION    F16-COMMENTS    F17-APPROVERS    PA1/PA2-EXIT

*Utility Bid*

*ACE TRUCK  
CORAIN CITY.  
FOR MECHANICAL*

*UTILITY SERVICE BID  
4003 (OPTIONS) AS PER  
LIST*

REQ NO: 026258. REQUISITION PURCHASING INFORMATION AARQ0003  
 PURCH LN: 1 FUNC: A PURCH AMT: 5,427.000  
 UOM: EA CNTRCT LN: PURCH QTY: 1.0000  
 UNIT \$: 5,427.000 G/S FLAG: G  
 DESCRIPT: SERVICE UTILITY BED  
 UNSPSC: 27112800 - TOOL ATTACHMENTS, ACCESS" (SHIFT+F12)  
 ITEM: -

LN	FUND	YR	SAC	DIV	RCAT	ACTY	OBJECT	SJN	FAN
1	7002	08	4CN3	0003	5430		532503		
AMOUNT:			5,427.00	QUANTITY:			1.0000	FUNC:	
2									
AMOUNT:			QUANTITY:			FUNC:			
3									
AMOUNT:			QUANTITY:			FUNC:			

NO ERRORS ENCOUNTERED  
 F7/F8: UP/DOWN PURCH LINE F10/F11: UP/DOWN DIST LINE (SHIFT+F9): PURCH-DESC  
 F13: HEADER F15: DESCRIPTION F16: COMMENTS F17: APPROVERS PA1/PA2-EXIT

REQ NO: 026258

REQUISITION DESCRIPTION  
DESCRIPTION WILL BE PRINTED ON P.O.

AARQ0005

PAGE: 1

FUNCTION: A

-----  
READING MODEL 108ADW SERVICE BODY FOR MECHANICS TRUCK IN LORAIN COUNTY AS  
PER QUOTE WITH THE FOLLOWING OPTIONS:

108" LONG

94" WIDE OUTSIDE

40-3/4" HIGH

LATCH-MATIC- KEYLESS ENTRY FOR BODY

(3) EXTENDA-SHELVES IN FRONT

POOCHED RECESSED BUMPER

RECEIVER TUBE &amp; D-RING IN RECESS OF BUMPER

RECESSED TAIL &amp; BACKUP LIGHTS

"A" COMPARTMENT LAYOUT ROADSIDE &amp; CURBSIDE

A-60 GALVANIZED STEEL CONSTRUCTION

CONCEALED DOOR HINGES

COMPLETE STAINLESS STEEL PADDLE LATCHES

GAS STRUT DOOR HOLDERS ON ALL VERTICAL DOORS

FUNCTIONS: A-ADD DESC F7/F8-UP/DOWN

F13-HEADER F14-DISTRIBUTION F16-COMMENTS F17-APPROVERS PA1/PA2-EXIT

OHDOT-006829

REQ NO: 026258

REQUISITION DESCRIPTION  
DESCRIPTION WILL BE PRINTED ON P.O.

AARQ0005

PAGE: 2

FUNCTION: A

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RUBBER DOOR SEALS  
SLAM ACTION TAILGATE  
ROTARY DOOR LATCHES  
ACRYLIC E-COAT PRIMING PROCESS  
~~INSTALLED~~ ON 2008 F-350 CAB & CHASSIS - 60" C/A  
POWDER COATED WHITE

FUNCTIONS: A-ADD DESC F7/F8-UP/DOWN  
F13-HEADER F14-DISTRIBUTION F16-COMMENTS F17-APPROVERS PA1/PA2-EXIT

REQ NO: 026258

REQUISITION COMMENTS

AARQ0006

PAGE: 1

FUNCTION: A

-----  
READING MODEL 108ADW SERVICE BODY FOR MECHANICS TRUCK IN LORAIN COUNTY  
WITH OPTIONS LISTED ON PREVIOUS SCREEN.

QUOTE USED: ACE TRUCK EQUIP 740-453-0551 DARREN FOUNDS \$5,427.00

OTHER QUOTES: ACE TRUCK BODY 614-871-3100 GARY LEASURE \$6,477.00

FALLSWAY EQUIP 330-633-6000 SCOTT RAINEY \$7,398.00

COPIES OF QUOTES SENT TO AUDITING 10-4-07.

NO ERRORS ENCOUNTERED

FUNCTIONS: A-ADD COMMENT F7/F8-UP/DOWN

F13-HEADER F14-DISTRIBUTION F15-DESCRIPTION F17-APPROVERS

PA1/PA2-EXIT

OHDOT-006831

REQ NO: 026258

REQUISITION APPROVERS

AARQ0007  
PAGE: 1

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FNC	SIGN ON ID	DATE APPROVED	APPROVED BY	ID NAME
: A :	D03JH6			HART, JOHN
: A :	D03PD2			DILLON, PAM
: A :	CENAD5			DISALVO, ALISA
: A :	CENGS8			STREATOR, GARY
: A :	D03MB3			BLANKENSHIP, MATT
: A :	D03PS2			SHAFER, PHILIP
: A :	D03RS1			SHAFER, RUTH
: A :	D03VS1			SHAMMO, VICKY
: A :	D03JM9			HOCKENBERGER, JOANNA E
:	:			
:	:			
:	:			
:	:			

NO ERRORS ENCOUNTERED  
 FUNCTNS: A-ADD APPRVR D-DEL APPRVR F7/F8-UP/DOWN PF10-BRW USRS  
 F13-HEADER F14-DISTRIBUTION F15-DESCRIPTION F16-COMMENTS PA1/PA2-EXIT

OCT-01-2007 MON 09:00 AM ACE TRUCK ZANESVILLE  
 09/28/2007 12:59 4192817588

DIST GARAGE UDOT FAX: 740 453 7023

P. 001  
 PAGE 02

Quotation Request - Page 5

Page 1 of 1

**ODOT - Request for Quotation**

Date of Request: 9/28/2007  
 RESPONSE Deadline: 10/2/2007  
 Commodity or Service must be provided no later than: 45 days ARO

Ohio Department of Transportation  
 District Garage  
 906 N. Clark  
 Ashland, OH 44805

ODOT Contact Person:  
 SHAFER, PHILLIP  
 Phone: 419-207-7144  
 Fax: 419-281-7580  
 Email: Phil.Shafer@dot.state.oh.us

To: Vendor Id: 000052904  
 Vendor Name: ACE TRUCK EQUIPMENT CO INC  
 Attn: *Dan Fend*  
 Address: PO BOX 2605  
 City/ST/Zip: ZANESVILLE, OH ;43702-2605  
 Phone: 740 - 453-0551  
 Fax: 740 453-7023  
 Email:

Ship To Address:  
 Contact: District Stock Room  
 Location: ODOT - District 3 Garage  
 Address: 906 N. Clark St

City/ST/Zip: Ashland, OH 44805  
 Terms Offered:  
 This will be an ALL-OR-NONE bid

Note: Please quote the lowest new price for the commodities (or services) herein described. Price shall be F.O.B. destination unless otherwise specified.

Quote is guaranteed by vendor until: 10/31/07

Qty	Item #	U/M	Description	Total
1	1	ea	READING MODEL 108ADW SERVICE BODY 108" LONG 94" WIDE OUTSIDE 40-3/4" HIGH LATCH-MATIC - KEYLESS ENTRY FOR BODY (3) EXTENDA-SHELVES IN FRONT POCHED RECESSED BUMPER RECEIVER TUBE AND D-RINGS IN RECESS OF BUMPER RECESSED TAIL AND BACKUP LIGHTS "A" COMPARTMENT LAYOUT ROADSIDE AND CURBSIDE A-60 GALVANIZED STEEL CONSTRUCTION CONCEALED DOOR HINGES COMPLETE STAINLESS STEEL PADDLE LATCHES GAS STRUT DOOR HOLDERS ON ALL VERTICAL DOORS RUBBER DOOR SEALS SLAM ACTION TAILGATE ROTARY DOOR LATCHES ACRYLIC E-COAT PRIMING PROCESS INSTALLED ON 2008 F-350 Cab + CHASSIS - 60 C/A POWDER COATED WHITE	

Authorized by:

Please Sign.

Checked SDK list  
 10-2-07

Total Cost \$5,427.<sup>00</sup>  
*Dan Fend*

[http://webapps.dot.state.oh.us/oem/OEM\\_Quotation\\_Form/OEM\\_Quotation\\_setup5.asp?vend...](http://webapps.dot.state.oh.us/oem/OEM_Quotation_Form/OEM_Quotation_setup5.asp?vend...) 9/28/2007

10/01/2007 15:47 FAX 614 871 3800

ACE TRUCK BODY, INC

0003/0005

09/28/2007 13:05 4192817560

003 GARAGE ODOT

PAGE 02

Quotation Request - Page 5

Page 1 of 1

**ODOT - Request for Quotation**

Date of Request:  
**RESPONSE DEADLINE:**  
 Commodity or Service must be provided no later than

9/28/2007  
 10/1/2007  
 45 days ARO

**Ohio Department of Transportation**  
 District Garage  
 906 N. Clark  
 Ashland, OH 44805

**ODOT Contact Person:**  
 SHAFER, PHILLIP  
 Phone: 419-207-7144  
 Fax: 419-281-7580  
 Email: Phil.Shafer@dot.state.oh.us

**To:** Vendor Id: 0000047667  
 Vendor Name: ACE TRUCK BODY INC  
 Attn: Gary Leasure  
 Address: PO BOX 459

**Ship To Address:**  
 Contact: District Stock Room  
 Location: ODOT - District 3 Garage  
 Address: 906 N. Clark St

City/ST/Zip: GROVE CITY, OH ;43123-0459  
 Phone: 614 - 871 - 3100  
 Fax: 614 - 871 - 3860  
 Email:

City/ST/Zip: Ashland, OH 44805

Terms Offered:  
 This will be an ALL-OR-NONE bid

Note: Please quote the lowest new price for the commodities (or services) herein described. Price shall be F.O.B. destination unless otherwise specified.

Quote is guaranteed by vendor until: 10/31/07

Qty	Item #	U/M	Description	Total
1	1	ea	READING MODEL 108ADW SERVICE BODY 108" LONG 94" WIDE OUTSIDE 40-3/4" HIGH LATCH-MATIC - KEYLESS ENTRY FOR BODY (3) EXTENDA-SHELVES IN FRONT POOCHED RECESSED BUMPER RECEIVER TUBE AND D-RINGS IN RECESS OF BUMPER RECESSED TAIL AND BACK LIGHTS "A" COMPARTMENT LAYOUT ROADSIDE AND CURBSIDE A-60 GALVANIZED STEEL CONSTRUCTION CONCEALED DOOR HINGES COMPLETE STAINLESS STEEL PADDLE LATCHES GAS STRUT DOOR HOLDERS ON ALL VERTICAL DOORS RUBBER DOOR SEALS SLAM ACTION TAILGATE ROTARY DOOR LATCHES ACRYLIC E-COAT PRIMING PROCESS INSTALLED ON 2008 F-550 Chassis - 60" C/A POWDER COATED WHITE	

Authorized by:

Please Sign

*ACE Truck Body, Inc*  
*Bill Davis*

Total Cost X 6477.00

[http://webapps.dot.state.oh.us/oa/OEM\\_Quotation\\_Form/oa\\_quotation\\_setup5.asp?reprint...](http://webapps.dot.state.oh.us/oa/OEM_Quotation_Form/oa_quotation_setup5.asp?reprint...) 9/28/2007

OHDOT-006834

10/02/2007 15:28 3305330034  
 09/28/2007 13:22 4192817580

FALLSWAY EQUIPMENT  
 DIST. GARAGE, UDUJ

PAGE 02/02  
 Page 1 of 1

Quotation Request - Page 5

**ODOT - Request for Quotation**

Date of Request: 9/28/2007  
**RESPONSE Deadline:** 10/2/2007  
 Commodity or Service must be provided no later than: 45 days ARO

Ohio Department of Transportation  
 District Garage  
 906 N. Clark  
 Ashland, OH 44805

ODOT Contact Person:  
 SHAFER, PHILLIP  
 Phone: 419-207-7144  
 Fax: 419-281-7580  
 Email: Phil.Shafer@dot.state.oh.us

To: Vendor Id: 000066660  
 Vendor Name: FALLSWAY EQUIPMENT CO INC  
 Attn: Scott Ranney  
 Address: 1277 DEVALERA AVE  
 City/State/Zip: AKRON, OH 44310  
 Phone: 330 - 653-6000  
 Fax: 330 - 653-0834  
 Email:

Ship To Address:  
 Contact: District Stock Room  
 Location: ODOT - District 3 Garage  
 Address: 906 N. Clark St

City/State/Zip: Ashland, OH 44805

Terms Offered:  
 This will be an ALL-OR-NONE bid

Note: Please quote the lowest new price for the commodities (or services) herein described. Price shall be F.O.B. destination unless otherwise specified.  
 Quote is guaranteed by vendor until 10-31-07

Qty	Item #	U/M	Description	Total
1	1	ea	READING MODEL 108ADW SERVICE BODY 108" LONG 84" WIDE OUTSIDE 40-3/4" HIGH LATCH-MATIC • KEYLESS ENTRY FOR BODY (3) EXTENDA-SHELVES IN FRONT POCHED RECESSED BUMPER RECEIVER TUBE AND D-RINGS IN RECESS OF BUMPER RECESSED TAIL AND BACKUP LIGHTS "A" COMPARTMENT LAYOUT ROADSIDE AND CURBSIDE A-80 GALVANIZED STEEL CONSTRUCTION CONCEALED DOOR HINGES COMPLETE STAINLESS STEEL PADDLE LATCHES GAS STRUT DOOR HOLDERS ON ALL VERTICAL DOORS RUBBER DOOR SEALS SLAM ACTION TAILGATE ROTARY DOOR LATCHES ACRYLIC E-COAT PRIMING PROCESS INSTALLED ON 2005 F-350 CAT 4 CRUISER - 60" CIA POWDER COATED WHITE	

Authorized by:  
 Please sign:  


Total Cost \$ 7398<sup>00</sup>

[http://webapps.dot.state.oh.us/oem/OEM\\_Quotation\\_Form/oem\\_quotation\\_setup5.asp?reprint...](http://webapps.dot.state.oh.us/oem/OEM_Quotation_Form/oem_quotation_setup5.asp?reprint...) 9/28/2007

QUOTE

FORT DEFIANCE CONSTRUCTION & SUPPLY, INC.

P.O. Box 609  
 Defiance, OH 43512  
 (419)782-6786  
 (419)782-5900 Fax

TO: ODOT District 7  
 1001 St. Marys Ave.  
 Sidney, OH 45365  
 937 497-6767  
 937 497-6870 fax  
 Attn: David Goffena

Date: June 27, 2006  
 FOB: Sidney, OH  
 Terms: Net 30 days

Quant.	Unit	Description	Unit Price	Total Price
320	ft	12" Reinforced Conc. Pipe, 8', CL4 FOB Sidney, ODOT to unload.	9.05	2896.00
Total				\$2,896.00 ✓



Jun. 26. 2006 9:55AM

No. 7893 P. 2

# Ohio Department of Transportation

District Seven  
1001 St. Marys Ave.

P.O. Box 969  
Sidney, OH 45365-0969

## Request for Material Price Quote

To: Rath Builders Fax Number: 419-782-3698

Attention: BARB Date: 6/24/06

This fax is to serve as a request for price quotes on the items listed below. If your company is interested in submitting a bid, please enter the cost for each item number. A total cost should be shown for all items, including shipping costs, if any. Fax your completed bid to:

**David Goffena**  
**Fax No. (937) 497-6870**  
**Voice No. (937) 497-6767**

Req #  
2277

Item No.	Quantity Required	Unit	Description	ODOT Spec #	Unit Price	Total
	320	L.F.	12" Reinforced Concrete Pipe 8' Lengths Class II		8.95	2864.00
			FOB Sidney, Ohio			
			TB-24 Required			
<b>TOTAL COST</b>				<b>\$</b>	<b>2864.00</b>	

06/16/2005 08:12 913304947739

SOUTHEASTERN EQUIP

PAGE 02



203 Sprowl Road ♦ P.O. Box 532 ♦ Huron, Ohio 44839

Tel: (419) 433-2071 ♦ Fax: (419) 433-2644

June 16, 2005

Ohio Department of Transportation  
Attn: Howard Carpenter  
District 11  
2201 Reiser Ave  
New Philadelphia OH 44663

*Reference: Case 521D Wheel Loader*

Dear Howard:

HCI is pleased to submit to you the following quote based upon our recent conversation and the STS Contract:

One (1) 2005 Case 521D Loader manufactured in Racine Wisconsin:

Standard Features:

- Case 445TA/M2 diesel engine developing 110 net HP at 2000RPM
- Turbocharger
- 4-Wheel drive
- 4F/3R Selectable autoshift/manual shift transmission
- Electronic control module – programmable, computer controlled proportional shifting with programmable gear selection
- Onboard diagnostics
- Single lever electronic shift control
- Downshift button
- Outboard planetary axles
- Limited slip differentials
- Hydraulic wet disc brakes
- Lubed for life drive shaft
- Light package
- 2,400 lb counterweight
- Drawbar hitch
- Backup alarm
- Cab with Rops including heater
- 2 spool valve with 1 lever control

APR-03-2003 THU 12:50 PM H&H SAFETY

THE DOT MARION GARAGE

Quattro, Inc.  
P.O. Box 40155  
Cincinnati, Ohio

=====

April 3, 2003

Ohio Department of Transportation  
Mr. Scott Kurz  
493 West Fairground Street  
Marion, OH 43002

Price Quotation:

1 Solar Technology Silent Messenger II 92" x 54" Message Board With 225 watts of  
collection and 8 batteries. Full Matrix LED Display. **\$17,308.28**

Option - MB-9020 Radar  
Option - MB-9008 Remote

**\$1,504.88**  
~~\$604.05~~

WARRANTY:

- 1 Year - Full warranty
- 2 Year - Parts only
- 5 Year - Display Modules
- 10 Year - Solar Collectors

Sincerely,

*Tim O'Brien*  
Tim O'Brien

JAN-05-01 FRI 11:25

ACE TRUCK ZANESVILLE

FAX NO. 740 453 7023

P. 02

PRICE QUOTATION

PURCHASE ORDER



1130 NEWARK ROAD  
 P.O. BOX 2605  
 ZANESVILLE, OHIO 43702-2605  
 740-453-0551  
 FAX 740-453-7023

QUOTE \_\_\_\_\_ DATE 1-3-01

ORDER \_\_\_\_\_ DATE \_\_\_\_\_

SALESMAN \_\_\_\_\_

COMPANY O.D.O.T. ATTN. HOWARD PHONE \_\_\_\_\_

ADDRESS 2201 Reiser Ave SE CITY & STATE New Philadelphia, OH 44663

END USER \_\_\_\_\_ FAX NUMBER 330-308-3938

CHASSIS INFORMATION: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ WB \_\_\_\_\_ CA/CT \_\_\_\_\_  
 TRANS. \_\_\_\_\_ MODEL \_\_\_\_\_ TIRES \_\_\_\_\_ PAINT BODY \_\_\_\_\_

QUANTITY	DESCRIPTION AND SPECIFICATIONS	PRICE
1	<p><u>TOP BRAND MODEL SMD-9696</u></p> <p>9'6" Long x 96" wide platform                      Treated yellow pine tongue and groove floor                      5" Structural channel perimeter rail                      3" Structural channel crossmembers 16" on center                      5" Structural channel longsills                      3/8" X 2" Outer rubrail                      Federal standard lighting                      42" High steel stake racks                      Steel bulkhead with screen window</p>	
1	<p><u>THIEMAN MODEL TWL 125E-8436 LIFTGATE</u></p> <p>Conventional style - (fold up lide tailgate)                      Toggle switch control                      84" x 32" Platform with 7" ramp                      Aluminum platform                      Gravity down, power close                      Installed and painted Black</p>	
	Flatbed and Liftgate	<u>\$4,798.00</u>

*N/C 000043*

THIS QUOTATION BECOMES AN ORDER WHEN SIGNED HERE:

Name \_\_\_\_\_ Title \_\_\_\_\_

This order not binding until approved by a company official. All quotations and delivery promises made and orders accepted subjects to delays caused by fire, accident, strikes or other causes beyond our control. Deliveries delayed by any of the above conditions shall not constitute cause for cancellation of this order. Price subject to change without notice.

JAN-05-01 FRI 11:27

ACE TRUCK ZANESVILLE

FAX NO. 740 453 7023

P. 03



**BAKER TRUCK EQUIPMENT COMPANY**

STATE ROUTE 60 AT MYNES ROAD • P.O. BOX 682  
HURRICANE, WEST VIRGINIA 25626  
(304) 722-3814

Date 1-2-01

NAME OF CUSTOMER ODOT District 11

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

REQUESTED BY Howard Carpenter PHONE \_\_\_\_\_

Terms: \_\_\_\_\_ FOB \_\_\_\_\_ Delivery Date \_\_\_\_\_

Ship Via: \_\_\_\_\_ To: \_\_\_\_\_

QUANTITY	MODEL	EQUIPMENT	PRICE	AMOUNT
1		Knapheide model PVMX 996 9'3" long x 96" wide Yellow pine floor 40" Steel stake racks		
1		Thieman Model TWL125E-8436 Toggle switch control 84" x 32" Platform Aluminum platform on liftgate Paint Black	PRICE:	\$4,862.00
PRICES QUOTED		SUBJECT TO CHANGE		DAYS FROM DATE OF QUOTATION

- REQUESTS LITERATURE
- REQUESTS WRITTEN QUOTATION
- WILL CALL BACK
- SOLD / CUSTOMER ORDER NO. \_\_\_\_\_

By \_\_\_\_\_

*NNE-000044*





# Southeastern

EQUIPMENT CO., INC.

6415 Promler Avenue  
NORTH CANTON, OH 44720

Phone: 330-494-3950  
Fax: 330-494-7739

August 9, 2004

Ohio Department of Transportation  
Attn: Phil Shafer  
906 North Clark Street  
Ashland OH 44805

Dear Phil:

Southeastern Equipment Co. Inc. is pleased to submit to you the following proposal based upon our recent conversation:

One (1) Cronkhite model 3300 trailer manufactured in Danville Illinois:

- 10,000 lb payload capacity
- 80" deck width
- 15' deck length
- Electric brakes
- Split wedge tail
- Round connector
- ~~2-5/16" ball hitch~~ *Pintle Hitch*

Price on Cronkhite 3300 trailer: \$3,900.00

Delivery included in above price

Thank you for giving Southeastern Equipment Co. the opportunity to quote your equipment needs. Please call me at (330) 418-0612 if I can be of any further assistance.

Sincerely,

Chris Kurz  
Sales Representative

OHDOT-006563



August 9, 2004

6415 Premier Ave.  
N. Canton, OH 44720  
FAX: 330-484-7739

*Lease Lift, Inc.*

11353 East Pike Rd.  
P.O. Box 742, Cambridge, Ohio 43725  
FAX: 740-432-8035

1500 Industrial Pkwy.  
Brunswick, OH 44212  
FAX: 330-225-3510

3575 West Fourth St.  
Mansfield, OH 44903  
FAX: 419-529-3572

Ohio Department of Transportation  
District 3  
Attn: Phil Shafer  
906 North Clark Street  
Ashland OH 44805

Dear Phil:

LEASE LIFT INC. is pleased to submit to you the following proposal based upon our recent conversation:

One (1) Cronkhite model 3300 trailer manufactured in Danville Illinois:

- 10,000 lb payload capacity, 80" deck width, 15' deck length, Electric brakes, Split wedge tail, Round connector, 2 5/16" ball hitch

Price on Cronkhite 3300 trailer: \$4,100.00

Delivery included in above price

Thank you for giving HCI the opportunity to quote your equipment needs. Please call me at (419) 433-2071 if I can be of any further assistance.

Sincerely,

*CKK*

Chris Kurz  
Sales Representative

OHDOT-006564

Office: (740) 432-3131

• 1-800-798-LIFT  
(5438)

▪ Fax: (740) 432-8035



203 Sprowl Road ♦ P.O. Box 532 ♦ Huron, Ohio 44839

Tel: (419) 433-2071 ♦ Fax: (419) 433-2644

August 9, 2004

Ohio Department of Transportation  
Attn: Phil Shafer  
906 North Clark Street  
Ashland OH 44805

Dear Phil:

HCI is pleased to submit to you the following proposal based upon our recent conversation:

One (1) Cronkhite model 3300 trailer manufactured in Danville Illinois:

- 10,000 lb payload capacity
- 80" deck width
- 15' deck length
- Electric brakes
- Split wedge tail
- Round connector
- 2 5/16" ball hitch

Price on Cronkhite 3300 trailer:                   \$4,350.00

Delivery included in above price

Thank you for giving HCI the opportunity to quote your equipment needs. Please call me at (419) 433-2071 if I can be of any further assistance.

Sincerely,

Chris Kurz  
Sales Representative

OHDOT-006565

OHIO DEPARTMENT OF TRANSPORTATION

PURCHASE ORDER

DOC TYPE:  COM  FOR  CNT  ORD  
 ACTION CODE:  ENTER  CANCEL  MODIFY  
 TYPE CODE: 03

P.O. NO DATE  
 134145 08/24/04  
 REQUISITION NO  
 015545

CONTRACT/BID/OH		EXPIRATION DATE		GDC#		CONTROL BD. NO		RELEASE/PERMIT NO	
VENDOR NO.		VENDOR ACCOUNT NO.		ADD CD		JOURNAL ENTRY - VOL. PG		TOTAL AMOUNT	
				09				3,900.00	
VENDOR NAME AND ADDRESS					VENDOR CONTACT PERSON/PHONE NO				
SOUTHEASTERN EQUIPMENT CO INC 6415 PROMLER AVE NW  N CANTON OH 44720  AGRMNT= N MBE= N					PHIL SHAFER (419) 207-7144 DELIVERY REQUIRED (DATE/ARO) PRE-APPROVAL ID.  COUNTY D03 TERMS				

BILL TO: OHIO DEPT. OF TRANSPORTATION DISTRICT 3 906 N. CLARK ST. ASHLAND OH44805					SHIP TO: F.O.B. DEST. OHIO DEPT. OF TRANSPORTATION PHIL SHAFER 906 N. CLARK ST. ASHLAND OH44805 INVOICES MUST INCLUDE "SHIP TO" - NAME AND ROOM NUMBER				
-----------------------------------------------------------------------------------------------	--	--	--	--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--	--

LINE	FUND	YEAR	ARC	SAC	SRC	RCAT	ACTY	OBJECT	SUB OBJECT	CODE	LINE AMOUNT	JOB NUMBER
01	002	05	1773	4CN3	0003	5430		325	07		3,900.00	
LINE	FUND	YEAR	ARC	SAC	SRC	RCAT	ACTY	OBJECT	SUB OBJECT	CODE	LINE AMOUNT	JOB NUMBER

QUANTITY	UNIT	CLASS, ITEM, SPECIFICATION NUMBER AND DESCRIPTION	UNIT PRICE	AMOUNT
01	1 EA	070 66 00 0000 Trailers, Flat Bed  1 - CRONKHITE MODEL 3300 TRAILER MANUFACTURED IN DANVILLE, ILLINOIS FOR ASHLAND COUNTY WITH OPTIONS: * 10,000 LB PAYLOAD CAPACITY * 80" DECK WIDTH * 15' DECK LENGTH * ELECTRIC BRAKES * SPLIT WEDGE TAIL * ROUND CONNECTOR * PINTLE HITCH  ** BY ACCEPTING THIS PURCHASE ORDER, THE VENDOR HEREIN NAMED AFFIRMS THAT, AS APPLICABLE TO THE VENDOR, NO PARTY LISTED IN DIVISION (I) OR (J) OF SECTION 3517.13 OF THE REVISED CODE OR SPOUSE OF SUCH PARTY HAS MADE, AS AN INDIVIDUAL, WITHIN THE TWO PREVIOUS CALENDAR YEARS, ONE OR MORE CONTRIBUTIONS TOTALING IN EXCESS OF \$1,000.00 TO THE GOVERNOR OR TO THE GOVERNORS CAMPAIGN COMMITTEES.	3,900.00	3,900.00

OHDOT-006566

I HEREBY CERTIFY THAT THERE IS A BALANCE IN THE APPROPRIATION NOT OTHERWISE OBLIGATED TO PAY PRECEDENT OBLIGATIONS, PURSUANT TO WHICH THE OBLIGATION DETAILED ABOVE IS TO BE PAID

THOMAS W. JOHNSON  
 DIRECTOR OF OFFICE OF BUDGET AND MANAGEMENT

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE PURCHASING, HEREBY AUTHORIZES USE OF THE ABOVE CONTRACT FOR THE PURCHASE.

ADMINISTRATOR OF STATE PURCHASING

WE HEREBY CERTIFY THAT THE GOODS OR SERVICES SPECIFIED ABOVE ARE NECESSARY FOR OUR USE.

*Sharon Prater*  
 DIRECTOR, OHIO DEPARTMENT OF TRANSPORTATION

NOTICE TO SUPPLIER

1. PURCHASE ORDER NUMBER MUST BE PLAINLY MARKED ON ALL PACKAGES AND PAPERS.
2. SUBMIT SEPARATE INVOICE IN QUADRUPPLICATE TO CONSIGNEE FOR EACH ORDER, PROMPTLY AFTER EACH SHIPMENT.
3. PRICES QUOTED ARE FIRM. OTHER THAN AS PROVIDED IN THE INVITATION TO BID, INCREASES ARE NOT AUTHORIZED AND WILL NOT BE PAID.
4. REJECTED GOODS SHALL REMAIN VENDORS PROPERTY.

DISTRIBUTION:  
 ORIGINAL - VENDOR  
 COPY - ACCOUNTING  
 COPY - PURCHASING  
 COPY - ORIGINATOR

AT-12-2006 FRI 01:14 PM R&amp;S/SAFELY

FAX NO. 5139436106

P. 02



Ohio Dept. Of Highways #1  
2000 Northwest ST.  
Lima, Ohio  
45801  
Attn: Todd Stump  
Ph: 419-222-9055 EXT. 271  
Fax: 419-224-7461

QTY. 1 PD45131 Stanley Hydraulic Post Driver \$2,295.00  
OC, all sign posts, in line valve, w/ couplers

FOB: Milwaukie, Oregon

Greg Hodapp  
Stanley Hydraulic Tools

THE STANLEY WORKS: Hydraulic Tools Product Group, 3810 S.E. Naef Road,  
Milwaukie, OR 97267

Tel 503-659-5660 Fax 503-662-1780

05/12/06 FRI 13:17 [TX/RX NO 8678]

MAY-12-2006 FRI 01:14 PM A&amp;SAFETY

FAX NO. 5139436106

P. 01



Ohio Dept. Of Highways #1

2000 Northwest St.

Lima, Ohio

45801

Attn: Todd Stump

Ph: 419-222-9055 EXT. 271

Fax: 419-224-7461

QTY. 1 PD48142 Stanley Hydraulic Post Driver \$2,390.00 ( DEMO UNIT )  
OC.

QTY. 1 PD48142 Stanley Hydraulic Post Driver \$3,117.50 ( NEW UNIT )

---

FOB: Milwaukie, Oregon

Greg Hodapp

Stanley Hydraulic Tools

\$ 3,117.50

THE STANLEY WORKS: Hydraulic Tools Product Group, 3810 S.E. Naef Road,  
Milwaukie, OR 97267

Tel 503-659-5660 Fax 503-652-1780

05/12/06 FRI 13:17 [TX/RX NO 8678]



**SAFETY • PRODUCTS • SERVICE**

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[VEHICLE LIGHTING](#)

**CLICK ON MANUFACTURER BELOW FOR MORE PRODUCT INFORMATION**



**Hydraulic Tools**

Handheld Hydraulic Tools & Power Units

**All Traffic Solutions**

Radar Speed Signs and Display Units



Portable Traffic Lights and Signals



Traffic Control Products for the Construction and Safety Industry



Flexible Traffic Control Products



Valve Turning and Maintenance Equipment



High Quality Light Construction Equipment

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Employee	Credit Card Vendor	Transaction Number	Transaction Date	Line Number	Date/Time Stamp	Name	P-Card Transaction Limit	Merchandise Amount	Merchant
10064987	PCARD	24445007198900595496846	07/16/2007	901	Jul 19, 2007 8 30 04 PM	GOFFENA,W DAVID	2,500	2,130	RATH BUILDERS SUPPLY INC
10064987	PCARD	24445007198900595496929	07/16/2007	902	Jul 19, 2007 8 30 04 PM	GOFFENA,W DAVID	2,500	2,237.5	RATH BUILDERS SUPPLY INC
10064987	PCARD	24445007223928966158926	08/10/2007	1400	Aug 14, 2007 7 38 04 PM	GOFFENA,W DAVID	2,500	670.78	RATH BUILDERS SUPPLY INC



Cincinnati: (513) 943-6100  
Dayton: (937) 567-9781  
Cleveland: (216) 581-5660

Date: 3/1/07

Taken by: KS

Date Required \_\_\_\_\_

Driver: \_\_\_\_\_

Sold to  
ODOT 10 - Washington Cnty.  
1317 Colgate Drive  
Marietta, OH 45750

Notes  
DHL/Drop Ship  
ks

Credit Card

*exp 06/07*  
VISA  
4715-9600-0008-0500 (006)  
Date Treatway

Account P.O. Num Reference #  
000710C Dale Treatway 50639

Page 7

Item	Quantity	Description
071-1101	100ea	26048-EFO-OLRA 48" Reflective Roll Up - One Lane Road Ahead
071-1124	100ea	SB183 - 18" Roll Up Stop/Slow Super Bright, w/Bag, 5' Staff

*Stock AHC 2/23/07*  
*DS 3/6/07*  
*order #51272*

*10 ft.*

Ph. 740-373-0212

Fax copy of CC invoice  
to Dale Treatway

740-373-8286

*3/20/07 split items on 2 separate tickets and run cc 2 or 3 day apart per Jeff*

EMPLOYEE	START TIME	FINISH TIME	TRUCKS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

INSTALLATION  REMOVAL  DROP OFF   
DAMAGE INSPECTION \_\_\_\_\_ NOTIFIED CUSTOMER \_\_\_\_\_  
Initial Initial

AAS007536

A&A Safety, Inc is a 24 hour emergency service. Normal operating hours are 8:00 AM to 5:00 PM Monday through Friday. Orders requiring delivery outside these hours will be charged accordingly.

Signed \_\_\_\_\_ All terms, provisions and/or conditions that are printed on the reverse side hereof are specifically included and mutually understood to be a part of this agreement.

SUPPLEMENTAL NEPOTISM STATEMENT

I have no known relatives or business associates currently employed by the State of Ohio.

I have relatives or business associates currently employed by the State of Ohio and have listed them below:

**Relative or Business Associates**

Name	Relationship	Position	Department

I have no interest in any business which currently or have in the past done business with the State of Ohio.

I have business interests which are/have been involved in State business and have listed them below:

**Business Interests**

Name of Business	My Interest	Summary of Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approved: Effective: July 1, 1998  
Responsible Office: Office of Accounting  
Policy No: 210-001(P)

Jerry Wray  
Director

## OHIO DEPARTMENT OF TRANSPORTATION (ODOT) INVENTORY POLICY

### AUTHORITY :

Ohio Revised Code (ORC) , Section 125.16, Section 2913.02, Section 5513.04  
Federal Common Rule Authority, 49 Code of Federal Regulation (CFR), Subtitle A, Section 18  
Department of Administrative Services (DAS) State Property Policies and Procedures  
Office of Budget and Management (OBM) State of Ohio Fixed Asset Accounting Policies for Financial Reporting

### REFERENCES :

DAS State Property Surplus Guidelines  
ODOT Fixed Asset and Inventory Procedures and Guidelines

### SCOPE :

This policy applies to all property purchased or leased by ODOT. Primary responsibility for adherence rests with Districts, Divisions, and Offices of ODOT. Day-to-day responsibility for adherence to this policy rests with the Property Manager. The policies also apply to any grantees who acquire equipment, vehicles, furniture or materials through Federal grants from ODOT.

The items set forth in this policy are minimum requirements. Nothing in this document prohibits additional requirements being imposed should the Deputy Director deem it necessary.

### Policy denoted as follows :

*Italicized type - Item required by law*

**Bold type - Item required by DAS/OBM/FHWA policy or guidelines**

Regular type - Item required internally by ODOT

### POLICY STATEMENTS :

Following are the policies of ODOT regarding management of fixed assets and material inventories:

It is ODOT's policy to maintain inventories at the lowest possible level without impeding the efficient operations of ODOT functions. It is ODOT's policy to complete timely physical inventories for all assets on an annual basis, except Lands and Buildings (excluding infrastructure items) which will be performed biennially, to ensure the accuracy and reliability of the inventory.

These policies will ensure compliance with State and Federal Laws and protect against loss, theft, or misuse. Maintaining accurate and current asset information allows ODOT management to have data needed to properly deploy the resources and make maximum use of those resources.

## I. INVENTORY CRITERIA FOR TANGIBLE PERSONAL PROPERTY

A. Current and accurate inventory records shall be maintained for the following:

1. **Tangible Personal Property - \$1,000 or more per item including improvements and renovations; or, if donated, a fair market value at the time of donation of \$1,000 per item. Tangible personal property intentionally acquired for resale or used in the state's activities as supplies are excluded.**
2. **Licensed vehicles and rolling stock regardless of cost or donated market value at the time of donation.**
3. **Sensitive property with an individual cost or fair market value at time of donation of \$100 or more per item. A list of sensitive property is included in Appendix 1.**
4. **Internal computer components with an individual cost of \$500 or more per item.**
5. **Leased property totaling \$15,000 or more throughout the life of the lease.**

B. Tangible Personal Property Composed of Internal Parts

1. **An asset that has internal parts that are necessary to the functioning of the asset are not required to be separately inventoried, and can be considered to be all one asset (inventory record) provided all of the following apply:**

- a. **The internal parts are acquired to place the asset into service and function as required;**
- b. **The life and utility of the internal parts are mainly dependent on that of the asset, even if the acquired dates and vendors are different for each item;**
- c. **The cost of each part is included in the aggregate total of the inventory record;**
- d. **The internal parts are included in the description of the inventory record.**

2. **Should a District or Central Office acquire and install an internal part for an asset with an acquisition cost, of at least \$500, after it has been placed into service and is functioning as intended, then any subsequent internal parts are considered as separate components and are inventoried separately as a component record. The same asset identification number (ID) is to be used as the original asset, except a suffix is to be added to the ID number that is unique only to the component.<sup>(1)</sup>**

## II. INVENTORY CRITERIA FOR REAL PROPERTY

A. Current and accurate inventory records shall be maintained for the following:

1. **Land, regardless of cost.**
2. **Buildings and land improvements with an actual or estimated cost, or if donated, a market value of \$15,000 or more per item.**
3. **Real property intentionally acquired through a lease at an insignificant cost and solely as a legal mechanism to disburse bond monies is excluded.**
4. **Improvements and renovations to an existing building with an actual or estimated cost, or if donated, a market value of more than \$100,000 per building component.**
5. **Leased property totaling \$15,000 or more throughout the life of the lease.**

B. **The Department is not required to inventory infrastructure.**

### III. INVENTORY LABELS

A. **The bar code labels should adhere to the DAS bar code label policy OPP-003.**

### IV. SECURITY LABELS

A. **Assets qualifying as tangible personal property with a cost of at least \$100 and not required to be inventoried as prescribed by this policy shall be affixed with a security label.**

### V. USE OF PROPERTY

A. *Items acquired should be used for state business only. ORC Section 2913.02 which discusses misappropriation is Ohio's basic theft statute. **Additional requirements apply if items were purchased with federal grant money. Please refer to the Federal Common Rule authority listed on the opening page of this policy.***

### VI. ANNUAL PHYSICAL INVENTORIES

A. *Section 125.16 of the ORC does allow for physical inventories to be completed by all Districts and Central Offices only once each biennium, however, it is ODOT's policy to complete timely physical inventories for all assets on an annual basis, except Lands and Buildings which will be performed biennially, to ensure the accuracy and reliability of the inventory. Physical inventories should be completed in accordance with the frequency and dates prescribed by the Office of Accounting.*

### VII. INVENTORY VALUATION BASIS

A. Fixed assets, including leased items, are entered in the inventory at the cost arrived at after deducting trade discounts and without considering any trade-ins.

B. Parts, supplies and materials are valued on the weighted average basis. Each time such items are purchased at a price different from the average price of the quantity remaining on

hand, a new average cost must be computed.

## VIII. DISPOSAL OF EXCESS/OBSOLETE INVENTORY

**A. Use the most practical and cost effective method of disposal.** *The requirements set forth in ORC 5513.04 must be followed when disposing of fixed assets and inventory.*

**B. When disposing of property acquired through the use of federal funds, additional steps are required. Please refer to the Federal Common Rule Authority listed on the opening page of this policy. This rule essentially requires proceeds from the disposition of these assets to be given to the federal government if the current fair market value exceeds \$5,000.**

C. Excess and obsolete computer-related equipment/software should be offered to the Department of Education in accordance with instructions provided by the Division of Information Technology (DOIT) prior to using other methods of disposal. Up to 10% of the quantity of obsolete/excess computer related equipment/software can be disposed of through Bulletin Board Sales. The 10% should be calculated based on the total quantity of obsolete/excess items made available during a twelve month rolling period. To ensure we do not dispose of computers or software that might be needed elsewhere in ODOT, DOIT must determine the items to be functionally obsolete before these items are sold.

### D. Inter-Departmental Transfers

1. Deputy Directors should ensure excess/obsolete items are no longer needed or would be impractical to transfer to another location within ODOT.

### E. Credit Voucher towards Future Purchase

*1. A minimum of two quotes/bids on the items being disposed must be obtained. The vendor offering the greatest value must be awarded the option of purchasing the items being disposed.*

### F. Bulletin Board Sale (BBS)

*1. Bulletin Board Sales can be used for all items with an estimated fair market value of \$1000 or less.*

*2. Bids must be posted for a minimum of five working days. Sale of any item using this method of advertising shall be made to the highest responsible bidder. If any public authority has use for any of the items, the bid may be rejected and the items disposed of, as set out in ORC section 5513.04.*

3. Deputy Directors should ensure funds received for items sold are forwarded to the Office of Payroll and Federal Accounting at least twice each week after receipt.

### G. Municipal Sale

*1. Passenger vehicles, vans, trucks, trailers, or other rolling stock unfit for use or not required by the Department with an estimated fair market value*

*exceeding \$1000 must be offered for sale to municipalities for at least seven days as described in ORC 5513.04.*

#### H. Public Auction

*1. Items not otherwise disposed of through other means should be sold at public auction.*

#### I. DAS State Surplus

**1. If all methods of disposal previously listed prove unsuccessful, items can be disposed of through DAS State Surplus. This should be done in accordance with procedures prescribed by DAS State Surplus.**

#### J. Donations

**1. Donation to public schools or other public entities including other state agencies should be considered if the above methods are unsuccessful. Donation to private schools, civic organizations, charitable organizations, or any other non-profit organization is acceptable (this is at the discretion of the District or Central Office Deputy Director).**

#### K. On-Site Disposal

**1. The on-site destruction method of disposal of property is applicable to excess or obsolete inventory either damaged beyond repair or where it is otherwise not fiscally feasible to dispose of via any other method. In the situation where items are disposed of on site, the following steps must take place:**

- a. Items(s) should be damaged beyond repair before being disposed.
- b. An impartial individual should witness the destruction and sign appropriate documentation stating they witnessed the item was destroyed beyond repair.
- c. **All documentation related to such destruction should be maintained on site for a minimum of three years.**

### IX. STOLEN/MISSING PROPERTY

**A. All District and Central Office personnel involved in or responsible for any task of maintaining state property inventories, including a physical inventory, shall notify the property manager of any tangible personal property shown on the current active property report, but cannot be found and/or is suspected of being stolen.**

B. A reasonable amount of effort should be made by the property manager to determine the whereabouts of the missing items or the reason(s) for their disappearance prior to taking further action.

**C. The notified property manager shall review the reported inventory exceptions and, if necessary, will contact the State Highway Patrol requesting an investigation/report. As a guide, the State Highway Patrol should be contacted if the total dollar value of the missing**

property is in excess of \$300. This dollar amount is being provided as a guide only, if the property managers feel there is a need to contact the State Highway Patrol they may do so regardless of the dollar value of the missing items.

#### X. CAPITALIZATION OF FIXED ASSETS

**A. Computer software is considered an intangible asset since it represents competitive advantages developed or acquired by an organization. Therefore, computer software does not meet the State's Capitalization (Fixed Asset) Criteria.**

**B. Modular furniture (parts requiring assembly with other parts) does not meet the State's Capitalization Criteria; only individual fixed assets (quantities of one) are recorded.**

#### XI. FEDERAL COMMON RULE AUTHORITY AND THE OFFICE OF BUDGET AND MANAGEMENT'S FIXED ASSET ACCOUNTING POLICIES.

A. Districts and Central Office are responsible for adhering to policies in OBM's "State of Ohio Fixed Asset Accounting Policies for Financial Reporting." These policies are applicable as indicated in the DAS State Property Inventory Policy or when state property meets the criteria of a fixed asset as established and defined by the Office of Budget and Management.

B. Each Division/District is responsible for adhering to the Federal Common Rule Sec. 32 related to equipment obtained through Federal Grants.

#### **TRAINING :**

There is no training mandated for the implementation of this policy or the statutes identified as the authority for this function.

#### **FISCAL ANALYSIS :**

Implementation of this policy will not require additional resources from the Department. There is a potential for the Department to realize a decreased amount of labor and computer resources since this policy reflects a higher threshold for both fixed assets and supply inventories. The number of fixed asset items required to be tracked was reduced from approximately 115,301 to 68,873 or 40%. The change in total acquisition cost of fixed assets required to be tracked was reduced from \$507,847,604 to only \$498,079,201, a reduction of only 2%.

#### **DEFINITIONS :**

Bulletin Board Sales: A brief official notification displayed in a public area concerning the sale of excess or obsolete equipment.

Equipment: Rolling stock, office equipment, computers, cameras, garage equipment, tools, or any other item used to conduct ODOT business.

Estimated Fair Market Value: An approximate, impartial computation of the cost of an item when sold.

Excess Items: Equipment or material no longer needed anywhere in the Department because more than a

sufficient amount exists to allow the Department to operate in an efficient and effective manner.

Infrastructure: Basic facilities and installations that are immovable, owned by the State Government, and exist primarily for public use. Infrastructure includes, but is not limited to, state highways, bridges, and associated assets; land upon which state highways and right-of-ways are built; canals; roadside rest areas and associated buildings; wildlife preserves; marinas, and freestanding historical monuments. Also, land improvements within a state park such as bridle paths, sidewalks, jogging paths, golf courses, marinas, etc. are considered as infrastructure because they exist primarily for public use.

Inventory Label: A self-adhesive tag or comparable electronic medium device used to safeguard and identify inventoried tangible personal property with an agency unique, serialized asset ID number by affixing it to an asset. The asset ID number appearing on the tag may be of a non-bar code or bar code format. A traditional tag will have only an asset ID number printed on it in a human readable (non-bar code) format and must always appear the same on the inventory record. A tag using the bar code format for its asset ID number will always be accompanied with the human readable asset ID number.

Leased Fixed Assets: A lease is an agreement between two parties in which the Department makes periodic payments to another party for the right to use property for a stated period of time. The item is considered a "capital lease" and should be included in the fixed asset system if the lease meets at least one of the four criteria listed below:

- 1) Lease transfers ownership to the Department during or at the end of the lease term.
- 2) Lease contains a bargain purchase option which is a provision to buy the property at a very favorable price.
- 3) Lease term is equal to or greater than 75% of the estimated economic life of the leased property.\*
- 4) Present value of the minimum lease payment equals or exceeds 90 percent of the fair market value of the leased property. Minimum lease payments generally equal the property rental payments excluding executory costs such as maintenance and insurance.\*

\* Not applicable if the beginning of the lease term falls within the last 25% of the total estimated economic life of the leased property.

Licensed Vehicles: All state vehicles, including renovations and improvements, having a useful life of two years or more, including trailers whether self-propelled or not, that are capable of being licensed through the Bureau of Motor Vehicles, Department of Public Safety, and can be used for over-the-road transportation.

Obsolete Items: Equipment or supplies that are worn out or no longer needed because they are outdated and can no longer be used anywhere in ODOT.

Property: Assets that are owned, subject to ownership, or in effect are owned by the State of Ohio. Assets subject to ownership or in effect are owned by the State of Ohio would include items being acquired by lease purchase, where the lease purchase contract transfers ownership of the property to the Department during or at the end of the lease term. Additionally, assets that are acquired by a capital lease are included where the lease meets one of the four criteria used for determining if a lease is a capital lease.

Property Manager: The supervisor of a unit that has inventory, real or personal property, and equipment

needed to carry out the Department's mission.

Real Property: Land and whatever is erected or affixed to land, excluding infrastructure. Major classifications of real property are land, land improvements and buildings. Land improvements include, but are not limited to, landscape, sidewalks, parking lots, shelters, storm sewers, towers, storage tanks, etc. Buildings include, but are not limited to, improvements and renovations.

Rolling Stock: All ODOT owned, rented or leased equipment used in the maintenance and construction of state highways or to support these operations. This includes licensed and un-licensed equipment.

Security Label: A self-adhesive tag not having a serialized asset ID number and is affixed to tangible personal property. Its purpose is to safeguard and identify non-inventoried tangible personal property as assets.

Sensitive Property: Tangible personal property that is highly popular and vulnerable to theft. This includes but is not limited to internal components. See Appendix 1.

Supplies: Items consumed or expended when used in the operation of state activities, or acquired for resale, or have a useful life of less than two years.

Tangible Personal Property: All property that has a real existence (physical) and a useful life of two years or more, excluding real property and intangible personal property, such as software and copyrights. Tangible personal property includes, but is not limited to, equipment, machinery, tools, furniture, office furniture and non-licensed vehicles including renovations and improvements. Tangible personal property is considered real property (building fixtures) when permanently attached and made part of a building in such a way that removal alters the intended use of the facility or site. Thus, it becomes subject to the real property inventory reporting threshold.

## **DEPARTMENT OF TRANSPORTATION SENSITIVITY LIST**

Each District or Division is required to inventory the sensitive property included on this list. The list should not to be considered as all inclusive but is intended to be used as a guide. There may be other items in the general classifications not listed which are subject to the \$100 sensitivity threshold.

AUDIO VISUAL EQUIPMENT (Ex: televisions, VCRs ,overhead projectors / camcorders, cameras)

COMMUNICATION EQUIPMENT (Ex: mobile radio/walkie-talkie/scanners, cellular phones)

GARAGE TOOLS (Ex: photo volt meters, battery chargers/testers, jack(10/12 ton), welding torch sets, tool boxes, dolly, step ladders, pressure washers)

HAND TOOLS (Ex: drills, sanders, grinders, circular saws, chain saws, trimmers)

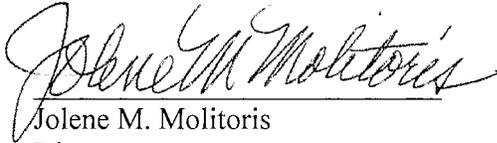
MISCELLANEOUS OFFICE EQUIPMENT (Ex: microwaves, refrigerators, air conditioners)

OFFICE EQUIPMENT (Ex: calculators, typewriters, electric staplers, digital telephones)

OFFICE MACHINES (Ex: computers(laptop/ desktop), printers-computer connected/pc related, facsimile machines)

SURVEY EQUIPMENT (Ex: roll-a-tape, binoculars)

Approved:



Jolene M. Molitoris  
Director

Policy: 18-011(P)  
Effective Date: 5/1/2010  
Responsible Division: Finance &  
Forecasting  
Supersedes Policy: 210-001(P)  
Dated: July 1, 1998

## OHIO DEPARTMENT OF TRANSPORTATION INVENTORY POLICY

### **POLICY STATEMENT:**

It is ODOT's policy to maintain inventories at the lowest possible level without impeding the efficient operations of ODOT functions. All employees are involved in inventory management to the extent they must remember that ODOT property is public property entrusted to the department for legitimate and prudent use. Property is to be purchased and used in the most efficient and economical ways possible. Employees involved in inventory transactions must adhere to inventory procedures and guidelines. Employees must complete inventory forms and systematic computer entries accurately and thoroughly.

This policy pertains to the receipt, tracking and disposal of all ODOT-owned property and material classified as Consumable Inventory, Personal Property, Real Property (non-infrastructure assets) and Fleet Equipment.

It is ODOT's policy to ensure inventory duties are properly segregated to prohibit the same employee who authorized a purchase of property or material from verifying delivery of the product and adding it to inventory.

### **AUTHORITY:**

*Ohio Revised Code (O.R.C.) section 125.13 "Disposal of Excess and Surplus Supplies".*

*O.R.C. section 125.16 "Inventory Records of State Tangible Personal Property and Real Property".*

*O.R.C. section 5513.04 "Disposition of Property Unfit For Use or Not Needed By The Department".*

*O.R.C. section 2913.02 "Theft".*

Policy No. 18-011(P)  
Effective Date: 5/1/2010  
Page 2 of 11

**Federal Common Rule Authority – 49 Code of Federal Regulations section 18.32 “Disposal of Titled Equipment Purchased with Federal Funds”.**

**State of Ohio Office of Information Technology Policy ITP-E.1 “Disposal, Servicing and Transfer of IT Equipment”.**

**REFERENCES:**

**State of Ohio Office of Budget Management (OBM) “Financial and Reporting Policies for Capital Assets Other Than Highway and Bridge – Related Infrastructure”.**

**State of Ohio Department of Administrative Services (DAS), General Services Division (GSD) “State of Ohio Property Asset Management Policies and Procedures”.**

**DAS – General Services Division’s Sensitive Item Listing.**

ODOT Office of Equipment Management Procedures for the Equipment Management System (EMS).

ODOT Personal Property and Consumable Stock Online Auction Procedures.

ODOT Department of Information Technology (DoIT):

Asset Management Procedures;

Electronic Personal Information Security Breach Notification Standard Procedure.

ODOT Real Estate Policies and Procedures Manual, Section 7000 Series: Property Management Activities.

**SCOPE:**

This policy applies to all Consumable Inventory, Personal Property, Real Property (non-infrastructure assets) and Fleet Equipment property and material owned by ODOT. Primary responsibility for adherence rests with Districts, Divisions, and Offices of ODOT. Day-to-day responsibility for adherence to this policy rests with the Property Manager. The policies also apply to any grantees who acquire equipment, vehicles, furniture or materials through Federal grants from ODOT.

The items set forth in this policy are minimum requirements. Nothing in this document prohibits additional requirements being imposed should the Deputy Director deem it necessary.

Policy No. 18-011(P)  
Effective Date: 5/1/2010  
Page 3 of 11

### TRAINING:

Training for this policy will be conducted on an as-needed basis.

### FISCAL IMPACT:

ODOT's financial investment in its inventory is substantial. Over the past four fiscal years (2006-2009) ODOT has reported the following inventory value averages for each category:

Consumable Inventory --	\$ 34 Million
Personal Property --	\$ 71 Million
Real Property--	\$ 383 Million
Fleet Equipment--	\$ 301 Million

Adherence to this policy will improve asset tracking and accountability, as well as aid in reducing the funds used to make unnecessary purchases.

### PROTOCOLS:

- I. Property found on the highway must be secured and retained by the location for 60 calendar days and a reasonable attempt at locating the owner must be attempted; if after 60 days the property has not been legitimately claimed then ODOT becomes the owner, and the property must either be entered into inventory or disposed of in accordance with ODOT policies and procedures.
- II. Cash found on the highway must be secured and retained by the location for 60 calendar days and a reasonable attempt at locating the owner must be attempted; if after 60 days the property has not been legitimately claimed then the location must contact Central Office of Accounting to deposit the funds into the General Revenue Fund.
- III. When illegal activity and/or wrongdoing by a state employee is suspected, the Department must adhere to the Office of Governor's *Procedures for Notification of Employee Wrongdoing and/or Suspected Illegal Activity.***
- IV. When theft of an ODOT-owned asset is suspected, the Ohio State Highway Patrol must be notified.**
  - A. Additionally, when theft is suspected, the ODOT Office of Investigative Services must be contacted.

Policy No. 18-011(P)  
Effective Date: 5/1/2010  
Page 4 of 11

V. Consumable Inventory

- A. Consumable Inventory is property that will be depleted or expended through the task of making or maintaining vehicles, facilities, roads or bridges.
1. All materials that have been purchased for use in operations, regardless of cost, must be received and tracked via the Equipment Management System (EMS).
  2. All materials must be recorded using an ODOT State Stock Number.
  3. Labor services and rental for Fleet Equipment using non-ODOT personnel must be recorded via EMS.
  4. All stock items must be charged out of EMS in accordance with Office of Equipment Management Procedures at the time of usage unless it is an Overhead Item.
  5. Overhead Items are those for which the life or value is not consumed by one specific repair or activity.
- B. *Each District and Central Office location must perform an annual inventory certification deeming their EMS inventory listing as accurate.*
- C. Each location with an EMS inventory must perform a monthly spot check of a minimum 10% of their inventory.
- D. Modes of Disposal for surplus Consumable Inventory.
1. *Property unfit for use or not needed by the Department should be sold or transferred to other state agencies or political subdivisions. In the event property unfit or no longer needed is not sold or transferred to a political subdivision, it should be sold via on-line auction—ODOT employees and their immediate family members are prohibited from participating in ODOT on-line auctions. Once these means of disposal have been exhausted, the asset can be forwarded to the Department of Administrative Services (DAS) State Surplus—ODOT employees are permitted to bid on property contained in the DAS State Surplus auctions.*
  2. **Interdepartmental Transfer**—*Any surplus materials may be transferred to another District or Division of ODOT.*
  3. **Exchange / Trade-In**—*Should a vendor offer an exchange or trade-in allowance for the surplus material(s) and the allowance presents a cost*

Policy No. 18-011(P)  
Effective Date: 5/1/2010  
Page 5 of 11

*benefit to the Department, the District / Division is encouraged to pursue this disposal method.*

4. **Intrastate Sale**—*If no other District or Division of ODOT expresses a need for the material, ODOT shall offer the item for sale to other State of Ohio Agencies.*
  5. **Sale to Political Subdivisions (municipalities)**—*Should no other State of Ohio agency purchase the material, then the item must be offered for sale to other political subdivisions.*
  6. **Public Sale**—*Should no other State Agency or Political Subdivision purchase the material, it is then offered to the general public via an auction.*
  7. **DAS State Surplus**—*Should the previous modes prove unsuccessful or impractical, Districts or Divisions may forward surplus assets to DAS State Surplus for disposal.*
  8. **On -Site Destruction**—*Failing all other modes, the material must be rendered useless, destroyed and placed in a proper rubbish receptacle.*
  9. Once the item is removed, either by a buyer or by destruction, the asset must be removed from the appropriate inventory system.
- E. District Finance Offices must perform unannounced Quarterly Spot Checks of all EMS inventory locations—the District must ensure that all locations are checked in this manner each Fiscal Year.

#### VI. Personal Property

- A. Personal Property are items captured in the Fixed Assets Reporting System (FARS) and are items that will not be depleted by use in creating or maintaining other assets. Instead of depleting, Personal Property items are replaced when they become broken, worn or outmoded.
1. **Items with a value greater than \$100 at the time of acquisition must be entered into FARS—with the following exceptions:**
    - a. **Software costing \$100,000 or more is required to be entered into FARS.**
    - b. **All items on the Department of Administrative Services – General Service Division’s Sensitivity Listing are required to entered into FARS regardless of acquisition cost.**

Policy No. 18-011(P)  
Effective Date: 5/1/2010  
Page 6 of 11

- c. **Office Furniture costing less than \$1,000 is not required to be entered into FARS.**
  - d. **Assets with associated component parts (e.g. network servers) in which the component parts cannot function independently of the primary asset must be entered into FARS as one asset with an acquisition cost equal to the sum of the cost of the primary asset and the costs of all component parts.**
  - e. **Lease equipment where the lease agreement does not require transfer of ownership to ODOT is not required to be entered into FARS.**
2. **All property entered into FARS must be assigned a unique asset number which is designated by the asset tag and must be affixed with the asset tag or the asset number may be affixed utilizing an approved alternate method.**
  3. **All additions into FARS must be completed within 14 calendar days (including weekends and holidays) of physical receipt of the item with accurate information at the time of the addition (furthermore, these fields must be maintained through the life of the asset).**
  4. **All transfers performed in FARS must be completed, including proper approval, within 14 calendar days (including weekends and holidays) of the physical move of the item.**
  5. **All removals performed in FARS must be completed, including appropriate approval, within 14 calendar days (including weekends and holidays) of the physical removal of the item—the proper Removal Code must be used.**

**B. Modes of Disposal for surplus Personal Property.**

1. *Property unfit for use or not needed by the Department should be sold or transferred to other state agencies or political subdivisions. In the event property unfit or no longer needed is not sold or transferred to a political subdivision, it should be sold via on-line auction—ODOT employees and their immediate family members are prohibited from participating in ODOT on-line auctions. Once these means of disposal have been exhausted, the asset can be forwarded to the Department of Administrative Services (DAS) State Surplus—ODOT employees are permitted to bid on property contained in the DAS State Surplus auctions.*
2. **Interdepartmental Transfer**—Any surplus asset may be transferred to another District or Division of ODOT.

Policy No. 18-011(P)  
Effective Date: 5/1/2010  
Page 7 of 11

3. **Exchange / Trade-In**—*Should a vendor offer an exchange or trade-in allowance for the surplus asset(s) and the allowance presents a cost benefit to the Department, the District / Division is encouraged to pursue this disposal method.*
4. **Intrastate Sale**—*If no other District or Division of ODOT expresses a need for the asset, ODOT shall offer the item for sale to other State of Ohio Agencies.*
5. **Sale to Political Subdivisions (municipalities)**—*Should no other State of Ohio agency purchase the asset, then the item must be offered for sale to other political subdivisions.*
6. **Public Sale**—*Should no State Agency or Political Subdivision purchase the asset, it is then offered to the general public via an auction.*
7. **DAS State Surplus**—*Should the previous modes prove unsuccessful or impractical, Districts or Divisions may forward surplus assets to DAS State Surplus for disposal.*
8. **On-Site Destruction**—*Failing all other modes, the material must be rendered useless, destroyed and placed in a proper rubbish receptacle.*
9. Disposal of surplus Information Technology Equipment.
  - a. Special Consideration is given to IT assets due to the sensitive data contained upon these items and the risk associated with that data.
  - b. In all instances, the ODOT Division of Information Technology (DoIT) must be contacted for guidance regarding the disposal of Information Technology Equipment.
10. Disposal of surplus Cellular Technology Equipment.
  - a. Special Consideration is given to cellular assets due to the sensitive data (ODOT phone numbers) contained upon these items and the risk associated with that data.
  - b. All cellular assets are to be deposited into the Information Technology disposal box.
11. Once the item is removed, either by a buyer or by destruction, the asset must be removed from the appropriate inventory system.

Policy No. 18-011(P)  
Effective Date: 5/1/2010  
Page 8 of 11

- C. *Each District and Central Office location must perform an annual physical inventory deeming their system generated Personal Property inventory as accurate.*

VII. Real Property

- A. Real Property in this policy refers to non-infrastructure assets.

1. Land and Land Improvements.

- a. Land is a parcel of property owned by ODOT or an easement upon which ODOT erects, affixes or buries an asset.
- b. Land Improvements are improvements not attached to, mounted on or in a building—such as storage tanks, fencing and waterline extensions.

2. Building and Building Improvements.

- a. Buildings are permanent structures with a foundation, a roof and enclosed at least partially with walls.
- b. Building Improvements are improvements or renovations made to a structure—such as HVAC upgrades, new roofing or interior construction.

3. **All Land regardless of acquisition cost or donated value must be entered into FARS.**

4. **Land Improvements with an acquisition cost or donated value of more than \$15,000 must be entered into FARS.**

5. All above ground and underground storage tanks must be entered and tracked via FARS regardless of cost.

- a. Tanks that compose a part of an overall system (e.g. brine systems) are not required to be tracked in FARS as a separate asset, but the costs and capacities of all components must be summed and entered into the appropriate fields under the overall system's asset number.

6. **All buildings regardless of acquisition cost or donated value must be entered into FARS.**

7. **Building Improvements with an acquisition cost or donated value of more than \$100,000 must be entered into FARS.**

Policy No. 18-011(P)  
Effective Date: 5/1/2010  
Page 9 of 11

8. All Real Property in FARS must be assigned a 12 character inventory number utilizing a predetermined formula and must have a sign containing the asset number affixed to it.
  9. All Land and Building inventory transaction requests are performed by Central Office Cost Accounting based upon a District / Division submitting the Form CL 177 "Land and Building Inventory Control Sheet".
  10. All Land Improvement and Building Improvement transaction requests are generated at the behest of Central Office Cost Accounting who monitors the projects in the Appropriation Accounting (AA) System.
  11. **Construction in Progress (CIP)—all expenditures for projects resulting in capitalized real property assets must be entered, tracked and reclassified upon completion.**
    - a. ODOT utilizes a module within the AA system to enter and monitor expenditures for capitalized Real Property.
    - b. Central Office Accounting is responsible for entering projects into CIP as well as for ensuring the information is accurate and appropriate.
    - c. The Districts / Divisions are responsible for the accuracy of their requisitions and for the appropriateness of utilizing 4MA7 (Land & Building capital) funds for the project.
- B. Disposal of surplus Real Property.
1. Prior to beginning any disposal process or entering into discussions with potential bidders or purchasers, the District Real Estate Administrator / Engineer (DREA) must be contacted.
  2. Once the District or Division determines a property to be excess and is eligible for disposal, a *Real Estate Purchase and / or Disposal Form* from the Division of Facilities & Equipment Management must be completed. The form must then be forwarded to the Division of Facilities & Equipment Management Deputy Director for review and consideration. No action may be taken until the Deputy Director for the Division of Facilities & Equipment Management provides written approval for the disposal.
  3. *The Director of ODOT has the discretion to sell or transfer surplus structures to other State Agencies, Counties, Municipal Corporations, School District or other Political Subdivisions of the State without advertising for bids and upon mutually agreed upon terms.*

Policy No. 18-011(P)  
Effective Date: 5/1/2010  
Page 10 of 11

4. *The Director of ODOT may transfer surplus structures to a nonprofit corporation once provided a copy of the contract between the nonprofit corporation and a County, Municipal Corporation or other Political Subdivision of the State to which the structure is being moved.*

C. *Each District and Central Office must perform a biennium physical inventory and certification of its Real Property assets—these certifications are conducted in odd-numbered fiscal years.*

#### VIII. Fleet Equipment

- A. Fleet Equipment is ODOT owned motorized and non-motorized equipment primarily used to provide function and support to highway maintenance and construction operations. This includes licensed and unlicensed equipment. Additionally, equipment attachments are included in this inventory category. All Fleet Equipment is tracked in the Equipment Management System (EMS) from the time it is received until the item is disposed.
- B. **All purchased Fleet Equipment, regardless of cost, must be received into EMS at the actual purchase price.**
- C. Donated Fleet Equipment shall be received into EMS at the fair market value (FMV).
- D. Rental / Leased equipment (not ODOT owned equipment) is not received into EMS; however, any consumable inventory (e.g. fuel, stock material) and labor used to service the equipment must be recorded accurately in EMS.
- E. Upon receipt into EMS, all Fleet Equipment is assigned a seven digit asset number, model code and equipment type.
- F. The equipment asset number must be clearly displayed on the piece of Fleet Equipment, and all standards for proper vehicle marking as well as identification must be met.
- G. Once Fleet Equipment is received into EMS, it is the responsibility of the District to assure all equipment usage (fuel, work orders, transfers, labor and disposal) is recorded accurately.
- H. Disposal of surplus Fleet Equipment.
1. Once a District or Division determines an asset is no longer useful to the Department, it becomes surplus inventory. This determination shall be made by the District Equipment Committee, with the final determination being made by Central Office of Equipment Management (OEM).

Policy No. 18-011(P)  
Effective Date: 5/1/2010  
Page 11 of 11

2. **Interdepartmental Transfers**—*ODOT shall transfer excess equipment to other Districts within the Department as needed.*
  3. **Intrastate Sale**—*ODOT shall offer the item(s) for sale to other State of Ohio Agencies.*
  4. **Disposal by Salvage**—*If the equipment has a higher scrap value than resale value or the parts / components of the equipment can be better used for the repair or maintenance of like equipment this procedure can be considered.*
  5. **Sale to Political Subdivisions (municipalities)**—*Should the previous modes prove unsuccessful or be deemed cost prohibitive, then the item must be offered for sale to other political subdivisions via the online auction.*
  6. **Public Sale**—*Should no other State Agency or Political Subdivision purchase the material, it is then offered to the general public via an online auction—ODOT employees and their immediate family members are prohibited from participating in the ODOT online auction.*
  7. **Disposed by Trade-In**—*When it is found to be economical for ODOT to trade-in fleet equipment for a newer, updated like piece of equipment the trade-in must be disposed in the Equipment Management System (EMS) at the time of the trade-in.*
  8. Once the item is removed, either by a buyer or by destruction, the asset must be removed from the appropriate inventory system.
- I. *Each District and Central Office location must perform an annual physical inventory deeming their EMS Fleet Equipment Listing as accurate.*



"Bill Luttmer"  
<BillL@aasafetyinc.com>  
10/31/2007 12:55 PM

To <Ken.Linger@dot.state.oh.us>,  
<Jennifer.Gallagher@dot.state.oh.us>,  
<Juanita.Elliott@dot.state.oh.us>,

cc

bcc

Subject RE: AFAD specs and operational guidelines

The 9th can be done . The 16th if possible would be better.

Thanks,

Bill

Bill Luttmer  
*A&A Safety Inc.*  
*1126 Ferris Rd.*  
*Amelia, OH 45102*  
*513/943-6100*

**From:** Ken.Linger@dot.state.oh.us [mailto:Ken.Linger@dot.state.oh.us]  
**Sent:** Wednesday, October 31, 2007 11:14 AM  
**To:** Jennifer.Gallagher@dot.state.oh.us; Juanita.Elliott@dot.state.oh.us; Larry.Stormer@dot.state.oh.us; Phil.Stormer@dot.state.oh.us; Satya.Goyal@dot.state.oh.us; james.buckson@fhwa.dot.gov; Bill Luttmer  
**Subject:** AFAD specs and operational guidelines

Good morning everyone,

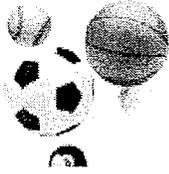
Attached is a draft of the AFAD specs and operational guidelines. Please review and make additions/corrections as needed. We need to meet again before the DWZTM meeting which is on the 29th of November. How about Friday morning November 9th or the 16th at 9:30 am?

We need to get these specs/guidelines 95% done before the December 5th, Statewide WZ summit.

Thanks..... Ken

Kenneth E. Linger, P.E.  
Maintenance of Traffic Engineer  
ODOT, Office of Traffic Engineering  
phone. 614-466-0139, fax 614-644-8199

email. ken.linger@dot.state.oh.us



Reynaldo  
Stargell/Traffic/CEN/ODOT  
11/19/2008 02:13 PM

To Bill Luttmmer

cc

bcc

Subject striping removal spec - draft

Bill,

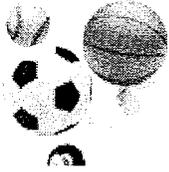
I would have sent this earlier this month, but I just realized that this never got to you because I used the wrong email listing. Here's a rough draft of the striping removal spec. The thought behind using the circle in the table goes back to the small projects, which was brought up at the meeting on October 9th. We're looking for a good way to allow for this. Do you think establishing a minimum length of removal would be effective? I appreciate any additional feedback that you may have.



Pavement Marking Removal - R.A.S - 11\_18\_08.doc

Thanks,

Reynaldo Stargell  
Ohio Department of Transportation  
Office of Traffic Engineering  
1980 W. Broad Street  
Columbus, OH 43223  
PH: 614-644-8177  
Reynaldo.Stargell@dot.state.oh.us



Reynaldo  
Stargell/Traffic/CEN/ODOT  
07/15/2008 04:03 PM

To ParrP@ppco.net, BillL@aasafetyinc.com

cc

bcc

Subject Committee on Striping Removal 

Good afternoon Parr and Bill,

Dave indicated that each of you would be willing to provide input on creating more specific guidelines for striping removal. Would you be able to meet on Thursday, July 24 at 12:30 pm (after our District Work Zone Traffic Managers Meeting)?

Reynaldo Stargell  
Ohio Department of Transportation  
Office of Traffic Engineering  
1980 W. Broad Street  
Columbus, OH 43223  
PH: 614-644-8177  
Reynaldo.Stargell@dot.state.oh.us

\*\*\*\*\*

TO:CHIP CROPPER , SOUTHEASTERN

DATE:12/13/96

FROM: KEITH RAINES EQUIPT. SUPT.D-05

KR

SUBJECT: SEE BELOW

\*\*\*\*\*

THANK YOU FOR YOUR THOUGHT, BUT AS YOU KNOW WE ARE NOT ALLOWED TO ACCEPT ANY TYPE OF «GIFTS» FROM VENDORS. I AM RETURNING THESE THE CANDY AND CALENDAR TO YOU WITH BEST WISHES TO YOU , YOUR CO-WORKERS AND FAMILIES FOR GREAT HOLIDAY SEASON.

AGAIN THANKS,

KEITH



## Purchasing Guidance IV

### Purchasing Standard Terms and Conditions

#### Ohio Department of Transportation

#### OFFICE OF CONTRACTS - PURCHASING SERVICES

#### INSTRUCTIONS FOR SUBMITTING QUOTES

1. The quotes with **all pages** must be properly completed, signed, accompanied by copies of all necessary supportive documentation, and returned in its **entirety**.
2. Vendors **MAY REQUEST CLARIFICATION**, if any vendor discovers an inconsistency, error, or omission in this Request for Quote ((hereinafter referred to as "RFQ"), the vendor should request clarification. Any 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 or quote change is dependent upon the information received and the impact on the competitive process.

#### GENERAL DEFINITIONS

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

1. **DEPARTMENT or ODOT:** Ohio Department of Transportation
2. **AUTHORIZED DISTRIBUTOR:** The vendor who maintains written legal agreements with manufacturers/producers to act as their agent and provide supplies, materials, equipment or services listed in the RFQ/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. **VENDOR:** The company and/or authorized representative of the company who has signed and is submitting the signed RFQ response and who will be responsible to ensure proper performance of the contract awarded pursuant to the RFQ.
4. **MBE OR EDGE CERTIFIED:** MBE means Minority Business Enterprise and EDGE means Encouraging Diversity, Growth and Equity. The Department of Administrative Services (DAS) has the responsibility for implementing the State of Ohio's minority business set-aside program pursuant to [O.R.C. 125.081](#), and the EDGE program pursuant to O.R.C. 123.152.
5. **EQUIPMENT:** Items, implements and machinery with a predetermined and considerable usage life.
6. **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.
7. **MATERIALS:** Items or substance of an expendable or non-expendable nature from which something can be made, improved or repaired.
8. **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



## Purchasing Guidance IV

### Purchasing Standard Terms and Conditions

#### Ohio Department of Transportation

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.

9. **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.
10. **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.
11. **SUPPLIES:** Provisions and items normally considered expendable or consumable.
12. **PRIME VENDOR:** The vendor 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.
13. **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 RFQ 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 RFQ conflict with these terms and conditions, the RFQ standard terms and conditions shall prevail.
2. **GOVERNING LAW:** The RFQ award and the contract entered into with the successful vendor (hereinafter collectively referred to as "the Contract") are governed by the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of, or relating in any way to, this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
3. **INFORMATION REQUESTED:** Vendors shall furnish all information as requested in the RFQ. At the discretion of the Director, additional information, necessary for evaluation of the quote may be attached to the RFQ and shall be properly identified as being part of the RFQ. ODOT reserves the right to request literature, or other documentation for clarification, although such may not have been set forth in the RFQ. 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 quote invalid.
4. **SAMPLES REQUESTED:** When requested, samples shall be furnished at the Vendors' expense and unless otherwise specified, prior to opening of the RFQs. Samples shall be clearly identified by Vendor's name, the RFQ number, corresponding items in the RFQ and the opening date. ODOT acknowledges that it may receive quotes from multiple vendors and authorized distributors quoting the same manufacturer's products. In such situations, samples may be submitted by manufacturers on behalf of multiple vendors



## Purchasing Guidance IV

### Purchasing Standard Terms and Conditions

#### Ohio Department of Transportation

or authorized distributors, provided that such samples shall be accompanied by written documentation, on manufacturer's letterhead, signed by an authorized representative of manufacturer, listing the named distributors and vendors for whom the samples are provided. Any vendor or authorized distributor 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 RFQ shall not be deemed to vary from any of the provisions, specifications, or terms and conditions of the RFQ. When requested in writing, samples not destroyed in testing, shall be returned at the vendor's expense. Samples not so requested shall become the property of ODOT. Unsolicited samples which are submitted, shall be at the vendor'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 RFQ.

- 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 only, 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 the ODOT's requirements will be considered for inclusion on a qualified products list.

- UNIT PRICE GOVERNS:** The unit price governs the award unless otherwise specified in the RFQ. The unit price must be entered for each item being quoted. 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 RFQ shall not be allowed. Vendors should review its pricing carefully, as once a contract is awarded, the Vendor shall be required to deliver the goods or services at the prices quoted. Vendors 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 quote or payment thereof.
- QUOTES FIRM:** Once opened, all RFQs 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 RFQs shall remain valid for a period of ten (10) calendar days after the RFQ opening date.
- MODIFICATION OF RFQs:** A Vendor may request to modify their quote response up to three (3) calendar days prior to the scheduled date and time set for opening. If changes or alterations are made to the RFQ response, the original information must be lined or redacted with the new information inserted. All



## Purchasing Guidance IV

### Purchasing Standard Terms and Conditions

#### Ohio Department of Transportation

changes, corrections, or alterations must be legible and initialed by the Vendor. Illegible modifications shall result in disqualification of the items. Failure of the Vendor 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 Vendor verifying that such changes were made by the Vendor and are applicable to the RFQ and any resulting contract. All documents relating to the modification shall be made a part of the RFQ file.

9. **WITHDRAWAL OF RFQS: Up to three (3) calendar days prior to the scheduled time and date for opening,** a Vendor may, by written notice to the Director of ODOT, request to withdraw their RFQ response. Such written notice must set forth reasons for the withdrawal. **After opening,** a Vendor may request to withdraw their RFQ response from consideration if the price quoted is substantially lower than the other quotes, providing the RFQ was submitted in good faith, and the reason for the quoted price being substantially lower was due to an unintentional and substantial arithmetical error, or unintentional omission of a substantial quantity of materials, labor, supplies or services in the compilation of the RFQ. Written notice of any such request to withdraw must be sent by fax, email, or certified mail to the requesting ODOT office or district, and received within forty-eight hours after the opening date. All requests to withdraw a RFQ must be placed in writing to the Director of ODOT and no RFQ may be withdrawn without written approval from the Director of ODOT. The decision to allow a RFQ to be withdrawn is at the sole discretion of the Director of ODOT. If the RFQ 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 RFQ file.
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 RFQS:** The Director of ODOT reserves the right to accept, or reject, any or all RFQs in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in the RFQ being non-responsive, provided however, that the Director of ODOT determines that this does not affect the amount of the RFQ or result in a competitive advantage to the Vendor
12. **DISQUALIFICATION OF VENDORS:** Any of the following reasons may be considered as being sufficient for the disqualifications of a Vendor and the rejection of their RFQ:
  - A. More than one RFQ for the same work from a parent and subsidiary company, from two or more related subsidiary companies, or an individual, firm, or corporation under the same or different name.
  - B. Evidence of collusion among Vendors.
  - C. Quotes which are in ODOT's opinion unbalanced.
  - D. Evidence that the Vendor has sublet or sub-vended any portion of the work, supplies, services, labor or materials without prior written approval from the Department.

The RFQ supplied by a disqualified Vendor shall be rejected, and the disqualification determination will be used to evaluate the responsibility of the Vendor in future RFQs.



## Purchasing Guidance IV

### Purchasing Standard Terms and Conditions

#### Ohio Department of Transportation

The Department will not award a contract for goods or services, funded in whole or in part 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/>.

13. **CREATION OF THE CONTRACT:** A contract is created between the Vendor and the Ohio Department of Transportation when the Department accepts the quote and an authorized person 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 RFQ as well as the accepted responses in the RFQ, except that no responses may change or alter the terms and conditions of this RFQ.

The contract will be constructed in accordance with the plain meaning of its language and neither for nor

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. **DELIVERY/FREIGHT CHARGES:** Unless otherwise stated, the Department 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 RFQ 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.
16. **DELIVERY/INSPECTION; ACCEPTANCE,:** Upon delivery of the product/service, the Department 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, the Department shall notify the Vendor for removal/replacement of the product or service. The Department shall retain all rights and remedies as described herein. Wherein products ordered by the Department are delivered to a facility, which is not owned by the Department and where the Department has contracted with this facility to take delivery of products ordered, acceptance will occur when the products have been inspected and accepted by the Department within a reasonable amount of time after delivery to the facility. The Department shall not be responsible for any storage costs incurred prior to the inspection and acceptance.
17. **DELIVERY/TITLE TO THE MERCHANDISE:** Title to the product(s) passes to the Department upon inspection and acceptance. The Department shall approve and process payment for the product(s) upon passing of the title.
18. **INVOICING & PAYMENT:**

In consideration for Vendor's performance, the Department shall pay Vendor directly at the rate specified in the RFQ. 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 the Department. The Department 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. The approved purchase order shall authorize the Vendor to provide goods or services listed on the order and will obligate the Department to pay for such



## Purchasing Guidance IV

### Purchasing Standard Terms and Conditions

#### Ohio Department of Transportation

goods or services upon completion of delivery or performance of service by the Vendor. Any order placed, not using an approved Department 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.

**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 the Department's receipt of goods or services 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) Invoice remittance address as designated in the Quote.
- 3) Vendor's federal E.I. number.
- 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:** The Department 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 services ordered. For partial deliveries or performance, Vendor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the Department. 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.

**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.

**Payment of Invoices:** Pursuant to Section 126.30 of the Revised Code, and the applicable rules thereto, the Department 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



## Purchasing Guidance IV

### Purchasing Standard Terms and Conditions

Ohio Department of Transportation

name and Federal E. I. number awarded the contract and mail to the Vendor address indicated in the quote. No payments shall be made to parent or subsidiary companies. Any changes regarding payment after formation of the contract will not be permitted.

#### 19. CANCELLATION OF CONTRACT:

- A. If any article furnished by a vendor in the performance of a contract or purchase order fails to conform to the specifications and conditions prescribed or to any sample of the article submitted by the vendor, the department may reject the article. Without additional expense to the department, the vendor shall reclaim and remove any rejected article that has been delivered and immediately shall replace all rejected articles with articles that conform to the specifications and conditions or samples. If the vendor does not immediately replace the rejected articles with conforming articles, the department may cancel the contract or purchase order and purchase the article without using a notice and bidding procedure. In an emergency situation as determined by the director, the director immediately may purchase any necessary replacement article. The director may deduct from any moneys due or that may thereafter become due to the vendor who provided the rejected article the difference between the price named in the canceled contract or purchase order with the vendor and the actual cost of the article purchased by the department in substitution for that due from the vendor.
- B. If a vendor fails to make prompt delivery of any article, and the delivery is delayed by circumstances other than fire, strike, freight embargo, or an act of God or a government, the department may cancel the contract or purchase order and purchase the article without using a notice and bidding procedure. The director may deduct from any moneys due or that may thereafter become due to the vendor who failed to promptly deliver the article the difference between the price named in the canceled contract or purchase order with the vendor and the actual cost of the article purchased by the department in substitution for that due from the vendor.
- C. 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 Revised Code incurred by the department in promptly obtaining the conforming articles.
- D. The rights and remedies established in this section are not exclusive and are in addition to any other available rights and remedies.
- E. If the Vendor is the sole authorized distributor of the product, services, labor, or materials in this State or in the area, ODOT reserves the right to notify the manufacturers/ producers of the cancelation of the contract and to request that the manufacturer or producer either directly provide the supplies, materials, equipment or services listed in the RFQ/Contract or provide the name of another authorized distributor with whom the Department may call upon to fulfill the terms of the 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.



## Purchasing Guidance IV

### Purchasing Standard Terms and Conditions

#### Ohio Department of Transportation

20. **TERMINATION:** Any contract awarded as a result of this RFQ 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. The Department may terminate this Contract for the following reasons within the following respective time frames.
- a. **Termination for Default:** 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 Department will send a Notice of Proposed Default to the Vendor and a Vendor complaint form will be filed by the purchasing agent of the district or office with the Office of Contracts. This notice will clearly state the performance problems that need to be cured and shall be sent certified or express mail. The Vendor shall commence its cure within ten (10) calendar days of the receipt of the notice or within a time frame agreed upon by the parties. If Vendor's default is unable to be cured in a reasonable time, the Department may declare the Vendor to be in default and terminate the Contract by written notice to the Vendor.
  - b. **Termination for Unremedied Default:** If Vendor's default may be cured within a reasonable time, the Department will provide written notice to Vendor specifying the default and the time within which Vendor must correct the default. If Vendor fails to cure the specified default within the time required, the Department may terminate the Contract. If the Department does not give timely notice of default to Vendor, the Department has not waived any of its rights or remedies concerning the default.
  - c. **Termination for Persistent Default:** The Department may terminate this Contract by written notice to Vendor for defaults that are cured, but persistent. "Persistent" means three or more defaults. After the Department has notified the Vendor of its third default, the Department may terminate this Contract without providing Vendor with an opportunity to cure, if Vendor defaults for a fourth time. The four defaults are not required to be related to each other in any way.
  - d. **Termination for Endangered Performance:** The Department may terminate this Contract by written notice to the Vendor if the Department determines that the performance of the Contract is endangered through no fault of the State.
  - e. **Termination for Financial Instability:** The Department may terminate this Contract by written notice to the Vendor if a petition of bankruptcy or similar proceeding has been filed by or against the Vendor.
  - f. **Termination for Delinquency, Violation of Law:** The Department 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 Department also may cancel this Contract, if it determines that Vendor has violated any law during the performance of this Contract. However, the Department may not terminate this Contract if the Vendor has entered into a repayment agreement with which the Vendor is current.
  - g. **Termination for Failure to Retain Certification:** Pursuant to section 125.081 of the Revised Code, the Department may set aside a quote for supplies or services for participation only by minority



## Purchasing Guidance IV

### Purchasing Standard Terms and Conditions

#### Ohio Department of Transportation

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 Department may immediately cancel the Contract.

- h. **Termination for Convenience:** The Department may terminate this Contract for its convenience after issuing written notice to the Vendor. If the termination is for the convenience of the Department, the Vendor will be entitled to compensation for any Deliverable that the Vendor has delivered before the termination. Such compensation will be the Vendor's exclusive remedy in the case of termination for convenience and will be available to the Vendor only after the Vendor has submitted a prior invoice for such, with the invoice reflecting the amount determined by the Department to be owing to the Vendor.

**Termination, Effectiveness, Vendor Responsibilities:** The notice of termination whether for cause or without cause will be effective as soon as Vendor receives it. Upon receipt of the notice of termination, Vendor will immediately cease all work, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs that Vendor will incur related to this Contract.

21. **SUSPENSION:** If Vendor fails to perform any one of its obligations under this Contract, it will be in default and the Department may suspend rather than terminate this Contract if the Department believes that doing so would better serve its interests. In the case of a suspension for the Department'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 the Department's convenience or the Vendor may be entitled to compensation for work performed before the suspension, less any damage to the Department 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 receipt of the notice. The Vendor will immediately prepare a report and deliver it to the Department, which will include a detailed description of work completed, estimated time for delivery of all orders received to date, and costs incurred by the Vendor.
22. **FORCE MAJEURE:** Except as otherwise provided herein, neither the Vendor nor the Department 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.
23. **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.



## Purchasing Guidance IV

### Purchasing Standard Terms and Conditions

Ohio Department of Transportation

24. **NON-APPROPRIATION OF FUNDS:** It is understood that the Department'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, the Department represents that it has adequate funds to meet its obligations under any contract awarded as a result of this contract during the current fiscal year; that it intends to maintain any contract awarded as a result of this contract 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 contract, the Department's obligations under such contract are terminated as of the date that the funding expires without further obligation of the Department.

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

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 this contract extend beyond June 30, of the current biennium, such contract shall be null and void unless ODOT affirmatively renews the contract through issuance of a valid ODOT Purchase Order or by actions of the Department of the decision to renew. A biennium will expire on June 30 of an odd numbered calendar year.

25. **ANTITRUST:** The Department 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 the Department 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 the Department. 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 the Department.
26. **INDEMNIFICATION:** The Vendor shall defend, indemnify and hold harmless the Department 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.
27. **CONFIDENTIALITY:** The Vendor acknowledges that some of the information, documents, data, records, or other material provided by the Department 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.
28. **CONFIDENTIAL DATA:** The Department reserves the right to request additional confidential information, including but not limited to financial information, to be used for evaluation purposes even though such



## Purchasing Guidance IV

### Purchasing Standard Terms and Conditions

Ohio Department of Transportation

information may not have been required by the RFQ. In the event such information is requested, the Department agrees to retain such information as confidential to the extent permitted by law.

29. **DRUG-FREE WORKPLACE:** By virtue of the signature on the last page of this RFQ, the Vendor 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.
30. **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, or agents while performing tasks, duties, work, or responsibilities as set forth in this Contract.
31. **TIE PROCESS:** If two or more quotes offer the same unit price and are determined to be responsive and responsible, the Department will break the tie as follows: during the evaluation process, the Vendors that submitted tie quotes 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, the Department 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 quote situation to otherwise unnecessarily delay a potential award.
32. **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 quote non-responsive if the Director determines that the deviation or modification affects the amount of the quote or results in a competitive advantage for the Vendor.
33. **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.
34. **DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION:** The Vendor 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 Vendor being deemed not responsive and/or may invalidate any contract awarded. If not submitted with the RFQ response, the Vendor will have seven (7) calendar days, after notification, to submit the completed form.
35. **OHIO ETHICS LAW:** In accordance with Executive Order 2007-01S, the Vendor, by signature on this RFQ, 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



## Purchasing Guidance IV

### Purchasing Standard Terms and Conditions

#### Ohio Department of Transportation

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](http://www.dot.state.oh.us/policy/)) at: <http://www.dot.state.oh.us/policy/>.

36. **CERTIFICATE FOR DOMESTIC AND OHIO PREFERENCE FORM:** Those Vendors 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. Vendors who qualify as an "Ohio" Vendor (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State Vendor are eligible to receive a five percent (5%) preference over non-Ohio/Border state Vendors. The Department reserves the right to clarify any information during the evaluation process. Vendors must complete this certification to receive the preference.
37. **OHIO ELECTION LAW:** The Vendor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. 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.
38. **ENTIRE AGREEMENT; MODIFICATIONS:** The Agreement and this Addendum supersede all prior agreements, written or oral, between Vendor and ODOT and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and this Addendum and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and Vendor.
39. **CONSTRUCTION:** 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.
40. **PRIOR AGREEMENTS:** 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.
41. **SWEATSHOP FREE CERTIFICATION:** The Vendor certifies that all facilities used for the production of the supplies or performance of services offered in the contract are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers used by the Vendor in furnishing the supplies or services described in this Contract and awarded to the Vendor.
42. **SUBVENDORS NOT PERMITTED:** The Vendor certifies that it will not sub-vend or sublet any portion of the work, labor or supplies provided in the RFQ without prior written approval from the Department. The



**Purchasing Guidance IV**  
**Purchasing Standard Terms and Conditions**  
**Ohio Department of Transportation**

Vendor is further not permitted to sub-vend or subcontract any work, labor or obtain any supplies from any other vendors that provided quotes in this RFQ.

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