

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: MOTORCYCLES; NEW, NEVER TITLED

CONTRACT No.: OT900213

EFFECTIVE DATES: 08/02/12 to 07/31/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900213 that opened on 06/08/12. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to OHIO DEPARTMENT OF PUBLIC SAFETY, FISCAL SERVICES/ADM, P.O. BOX 182081, COLUMBUS, OH 43218-2081, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Rob Rounds
rob.rounds@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: _____
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

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

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within 60 days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

1. Motorcycles are to be delivered, after receipt of purchase order and according to the delivery schedule noted on the purchase order. Motorcycles are to be delivered F.O.B. destination to the Motorcycle Ohio Service Center, 1620 West Broad Street, Columbus, OH 43223.
2. A manufacturer or dealer representative is to be present at the time of delivery. The motorcycles will be inspected at the time of delivery, at the delivery site, by an ODPS representative. Any motorcycle that shows defects damage(s) or does not meet the specifications and requirements, will not be accepted.
3. Contact Ms. Missy Armstrong at (614) 466-5150, forty-eight (48) hours in advance to schedule a date and time for delivery and inspection.
4. All parts not specifically mentioned, but which are necessary to provide a complete unit, or which are normally furnished as standard equipment, shall be furnished by the successful bidder and shall conform in strength and quality of material and workmanship to what is provided by the industry in general.
5. Both material and workmanship are subject to inspection by the ODPS or their duly authorized representative, who may require the contractor to correct defective workmanship or material without cost to the ODPS.

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

DESCRIPTIVE LITERATURE: The Bidder shall submit 2 complete sets of descriptive literature [full color brochure as well as supporting Manufacturer's Specification sheets] for the motorcycles being offered as part of their bid submission. The literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature as part of their bid response will deem the bidder not responsive.

MANUFACTURER'S SPECIFICATIONS: Manufacturer's specification sheets are to be submitted with the bid for each item bid. Specification sheets will be labeled with the name of the manufacturer, the style number, and the item bid. The state acknowledges that it may receive bids from multiple distributors bidding the same manufacturer's products. In such situations, specification sheets may be submitted by manufacturer(s) on behalf of multiple distributors, provided that such specification sheets are accompanied by written documentation, on manufacturer's letterhead, signed by an authorized representative of the manufacturer, listing the named distributor(s) for whom the specification sheets are provided. Any bidder not appearing on this listing and who have failed to furnish requested specification sheets may be considered not responsive.

AUTHORIZED DEALER STATEMENT: Bidders responding to this Invitation to Bid must be an authorized dealer or manufacturer of the products they are bidding. Bidders should submit a letter with their bid response certifying that they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead and must be signed by a duly authorized manufacturer's representative. The bidder will be required to provide said certification letter within five (5) business days, after notification, to the Office of State Purchasing, if not submitted with the bid response. Failure to submit the certification letter within the stated time period will result in the bid response being deemed as not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS, CONT'D

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". The contract will be awarded to the lowest responsive and responsible bidder by category total. [A category is defined as all items produced by a manufacturer and bearing the same year and brand name, such as "Honda" or "Kawasaki."] To determine the total price of each category, the state will assume an estimated annual usage of 1 for each item. The state will multiply the estimated annual usage of each item designated in the category by its corresponding unit price and then add these line item totals together. Although there will be separate category awards made, bidders are eligible to receive awards of multiple categories providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within a category. Failure to bid all items within a category may result in the bidder being deemed not responsive for that category. The state will evaluate the bid based upon the unit price of the motorcycles with all equipment installed, operational and adjusted to factory specifications.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by product category. The state may choose to award new motorcycles new and never titled by specific model year or combination of model years. Failure to bid all items within a product category may deem your bid non responsive for that category.

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

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

The state may consider a single price increase per year after the initial contract period, based exclusively on documented increases in the actual price paid by the dealer to the manufacturer for these items.

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

VEHICLE DESIGN AND SAFETY: Safety in terms of addressing the manufacture of motor vehicles is an important consideration in the final selection of the vehicles to be purchased. The vehicles purchased and delivered are to comply with all U.S. Federal Motor Vehicle Safety Standards (FMVSS), state regulations, requirements and other regulations applicable to the design and manufacture of motorcycles.

COMPONENTS AND ACCESSORIES: All components, parts and accessories furnished to the original equipment manufacturer (OEM) by outside vendors or suppliers are to be properly engineered and assembled into the complete vehicle following all instructions and requirements of the manufacturers of these items.

PURCHASE ORDERS: The Ohio Department of Public Safety will not be obligated to pay for any motorcycles provided by the contractor as a result of the contract, until an official purchase order (ADM-0523 [PORE/ORDE] document) has been issued. The motorcycles must have been inspected and a statement of acceptance is signed by ODPS and the contractor.

PLACEMENT OF ORDERS: Purchase orders for any item(s) listed in a contract awarded pursuant to this bid will be placed directly with the successful contractor(s) by the using agency. No order will specify delivery to exceed ninety (90) days beyond the expiration and/or cancellation date of the contract.

SUBMISSION OF INVOICES: The contractors are to send invoices in triplicate referencing the contract number and purchase order number to: Ohio Department of Public Safety, Attn: ADMIN Fiscal Services, P.O. Box 182081, Columbus, OH 43218-2081, or to the address shown on the release purchase orders.

SPECIAL CONTRACT TERMS AND CONDITIONS, CONT'D

CERTIFICATE OF TITLE: The title shall be filed by the contractor and delivered to ODPS within three (3) days after delivery of the new or demo motorcycle. The contractor is responsible for all costs associated with and the performance of the title work services for the motorcycles. The title for the motorcycles are to be filed in Franklin County, OH and to be delivered to the ODPS.

Units are to be titled as follows:

State of Ohio
Ohio Department of Public Safety
1970 West Broad Street
Columbus, OH 43223

ADVERTISEMENT: Dealer name signs will not be affixed to any part of the delivered motorcycles and/or equipment.

SERVICE: The motorcycle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the motorcycle for immediate and continuous operation upon delivery. Unit shall conform to all current Federal Safety Regulations including OSHA. All standard equipment not specifically mentioned is to be furnished.

SERVICE POLICY: The successful bidder shall furnish with each motorcycle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of the state of Ohio regardless of the location of the District under which he operates.

Contractor will be responsible for all expenses incurred for pick-up and return or transportation calls, for repair of any of the equipment, or components thereof, awarded as a result of this bid while said equipment is under warranty.

Notice on the Use of Social Security Numbers as Federal Tax Identification Numbers:

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

SCOPE AND CLASSIFICATION:

DATA SHEET: Shown below are the specification requirements for equipment that the state desires to purchase. Bidder signifies compliance or non-compliance with specifications by listing and outlining all deviations from specifications on company letterhead and returning it with the bid. Failure to comply may deem the bid non-responsive. The Invitation to Bid and subsequent contract are brand, model and year specific.

A. SCOPE:

1. These specifications are for motorcycles for the Ohio Department of Public Safety (ODPS), Motorcycle Training Program. The ODPS intends to purchase seven (7) different manufacturer brands and models of street motorcycles. These motorcycles will be used to meet the National Training Standards for the Ohio Program.
2. Motorcycle Ohio (MO) intends to purchase new motorcycles. Motorcycles purchased must meet the definition, specifications and or requirements listed below.
 - a. New: A motorcycle that has never been titled to an individual and does not have more than twenty-five (25) miles on the odometer.
 - b. The motorcycle must be prepped and ready to use when delivered.
 - c. The motorcycle must have a full tank of gas.
 - d. The motorcycles are to be delivered to: "Motorcycle Ohio" Service Facility, 1620 West Broad Street, Columbus, OH 43223.
 - e. Motorcycles must be street legal.
3. A quantity up to twenty-five (25) motorcycles will be purchased during the first year of the contract.
4. The MO program intends to purchase up to twenty-five (25) motorcycles from the model/brands listed below under Section B. (CLASSIFICATION). The quantity for each awardee/dealer depends upon dealer equipment availability. Acceptable models are new, and never titles.
5. Repair parts are to be readily available at the dealer level. Adequate stock of repair parts are to be maintained at the national level. Dealer should be able to supply parts within two (2) working days.

B. CLASSIFICATION:

1. Acceptable manufacturer and models:
 - a. Yamaha TW200 or equal
 - b. Honda CMX250 Rebel or equal
 - c. Suzuki TU250X or equal
 - d. Yamaha V Star 250 or equal
 - e. ATK GV250 Carburetor or equal

SCOPE AND CLASSIFICATION CONT:

C. SPECIFICATIONS:

A. Yamaha TW200 or equal:

1. 196cc 4 stroke Single Overhead Camshaft (SOHC), air cooled engine
2. Electric start
3. Automatic chain tensioner
4. 5 speed transmission with manual clutch
5. Maintenance free Capacitive Discharge Ignition (CDI) System
6. 31.1 inch seat height
7. Long Motor cross style seat
8. Telescopic front fork
9. Single rear shock absorber
10. Wide front fender, rear fender
11. Passenger foot pegs
12. Headlight - taillight
13. Turn indicators
14. Standard instrumentation
15. Dual rear view mirrors
16. Hydraulic disc front brake
17. Mechanical rear drum brake

B. Honda CMX250 Rebel or equal:

1. 234cc 4 stroke SOHC air cooled engine
2. Electric start
3. 5 speed transmission
4. Maintenance free CDI ignition system
5. 26.6 inch seat height
6. Telescopic front fork
7. Dual rear shock absorber
8. Front and rear fenders
9. Passenger foot pegs
10. Headlight - taillight
11. Turn indicators
12. Standard instrumentation
13. Dual rear view mirrors
14. Hydraulic disc front brake
15. Mechanical rear drum brake

C. Suzuki TU250X or equal:

1. 249cc 4 stroke Overhead Camshaft (OHC) air cooled engine
2. Electric start
3. 5 speed transmission
4. Electronic ignition system
5. 30.3 inch seat height
6. Step style two piece seat for operator and passenger
7. Telescopic front fork, coil spring
8. Swing arm rear suspension, coil spring
9. Front and rear fenders
10. Passenger foot pegs
11. Headlight – taillight
12. Turn Indicators
13. Standard Instrumentation
14. Dual rear view mirrors
15. Hydraulic disc front brake
16. Mechanical rear drum brake

SCOPE AND CLASSIFICATION CONT:

D. Yamaha V Star 250 or equal:

1. 249cc 4 stroke SOHC air cooled V twin engine
2. Electric start
3. 5 speed transmission
4. Transistor Controlled Ignition (TCI) system
5. 27 inch seat height
6. Step style two (2) piece seat for operator and passenger
7. Telescopic front fork
8. Twin sided swing arm adjustable rear suspension
9. Front and rear fenders
10. Passenger foot pegs
11. Headlight - taillight
12. Turn indicators
13. Standard instrumentation
14. Dual rear view mirrors
15. Hydraulic disc front brakes
16. Mechanical rear drum brake

E. ATK GV250 or equal:

1. 249cc 4 stroke Double Overhead Camshaft (DOHC) air/oil cooled V-twin engine
2. Electric start
3. 5 speed transmission
4. 12 v battery with Constant Energy ignition system
5. 27.9 inch seat height
6. Step style two piece seat for operator and passenger
7. Conventional Telescopic front suspension
8. Double shock rear suspension
9. Front and rear fenders
10. Passenger foot pegs
11. Headlight - taillight
12. Turn indicators
13. Standard instrumentation
14. Dual rear view mirrors
15. Hydraulic disc 2 piston front brake
16. Mechanical rear drum brake

D. OTHER REQUIREMENTS:

- A. Training requirements require that each motorcycle engine be under 350cc.
- B. Motorcycles may be any color. Any color of motorcycle in inventory or in a manufacturing run that meets the specifications and requirements of this bid is acceptable.
- C. Each unit is to be the basic motorcycle with no special accessories. Standard equipment is not to be removed from the motorcycle.
- D. Each motorcycle is to be delivered with two (2) sets of keys and with a low maintenance electrolyte battery installed.

PRICING SCHEDULE

0000203166
G, J&L Inc.
2531 Peach Orchard Road
Augusta, GA 30906

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

| OAKS Item Number | DESCRIPTION | UNIT PRICE EACH |
|------------------|---|-----------------|
| 13306 | Motorcycle, Yamaha TW 200 New, never titled. | \$3987.00 |
| 22716 | Motorcycle, Honda CMX 250, Rebel New, never titled. | \$4150.00 |
| 22717 | Motorcycle, Suzuki TU 250X New, never titled. | \$3990.00 |
| 22718 | Motorcycle Yamaha V Star 250 New, never titled. | \$3987.00 |

0000203055
The Patriot Group
ATK Motorcycles
1182 W 850 N
Centerville, UT 84014

DELIVERY: 15 Days A.R.O.

TERMS: Net 30 Days

| | | |
|-------|---|------------|
| 22719 | Motorcycle ATK GV 250 Carburetor New, never titled. | \$3,450.00 |
|-------|---|------------|

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000203166
G, J&L Inc.
2531 Peach Orchard Road
Augusta, GA 30906

CONTRACT NO.: OT900213-1 (8/02/12)

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Joey Hopkins

Telephone: (706) 793-1610
FAX: (706) 793-4377

E-mail: jhoffroad@aol.com

PLACEMENT OF PURCHASE ORDERS:

Purchase Orders are to be submitted by e-mail

e-mail: jhoffroad@aol.com

CONTRACTOR AND TERMS:

0000203055
The Patriot Group
ATK Motorcycles
1182 W 850 N
Centerville, UT 84014

CONTRACT NO.: OT900213-2 (8/02/12)

DELIVERY: 15 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Frank White

Telephone: (801) 298-8288
FAX: (801) 299-0710

E-mail: sales@atkusa.com

PLACEMENT OF PURCHASE ORDERS:

Purchase Orders are to be submitted by e-mail

e-mail: sales@atkusa.com