

INVITATION TO BID

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

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN)	
BID NUMBER OT901209	OPENING DATE (1:00 p.m.) APRIL 21, 2008	BIDDER NAME	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395		STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
ATTN: BID DESK		CITY	STATE ZIP
		COUNTY	
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
REQ./INDEX NO. MAC030P	BID NOTICE DATE 04/04/08	CONTACT PERSON	FAX NO. ()
CONTRACTOR'S E-MAIL ADDRESS		IT/MIS CONTACT PERSON	IT/MIS TELEPHONE NO. ()
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): OHIO DEPARTMENT OF PUBLIC SAFETY, FISCAL SERVICES/ADM, P.O. BOX 182081, COLUMBUS, OH 43218-2081, as applicable			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>MOTORCYCLES; NEW, NEVER TITLED - 2007 OR NEWER</p> <p>TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>07/01/08</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/10</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.</p> <p>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable state contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the state.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.</p>			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid. ADM3214 (Rev. 10-01-07)

REQUIRED CERTIFICATION FOR BIDDING

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

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

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?

United States: _____(State) Canada Mexico (Go to B-1)

Other: (Specify Country)_____ (Go to A-2)

2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.

Yes (Go to Section B-1) No (Go to Section A-3)

3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

_____ (Item) _____ (Country of Origin)

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

B. OHIO PREFERENCE (BUY OHIO):



1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.

Yes (Go to C) No (Go to B-2)

2. Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)

a) Bidder has paid the required taxes due the state of Ohio Yes No

b) Bidder is registered with the Ohio Secretary of State

Yes (Charter/Registration No.: _____) No

Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:

<http://www.sos.state.oh.us/>

c) Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)

d) Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)

3. Border state bidder:

Yes (Specify which state then go to B-2c): KY MI NY PA IN) No (Go to B-4)

4. Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

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

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:

<http://www.state.oh.us/das/Eod/edge/Index.htm>

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

The Bidder being awarded this Contract must be registered with the Ohio Business Gateway (OBA) at <http://obg.ohio.gov> to file for DMA precertification; if you are not already registered you must:

1. register with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov>;
2. review the Terrorist Exclusion List at http://www.homelandsecurity.ohio.gov/DMA_Terrorist/terrorist_exclusion_list.pdf;
3. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf and submit this with your bid response.

Failure to complete the certification may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

SPECIAL CONTRACT TERMS AND CONDITIONS

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: Motorcycle(s) will be delivered to the Ohio Department of Public Safety as indicated within sixty (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 F.O.B. destination to the Motorcycle Ohio Service Center, 1620 West Broad Street, Columbus, OH 43223 or other destination within the state of Ohio as specified by ODPS. Freight and setup charges are to be included in the delivered price of each manufacturer / model bid.
2. If requested by ODPS 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 ODPS. Any motorcycle that shows defects, damage(s) or does not meet the specifications and requirements will not be accepted.
3. The contractor must contact Mr. Bob Secrest at (614) 466-6855, 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(s) 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(s), 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 may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request / notification by the Office of Procurement Services to do so. 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 either as part of their bid response or within the time specified herein will deem the bidder not responsive.

AUTHORIZED DEALER STATEMENT: Bidders responding to this Invitation to Bid must be an authorized dealer or manufacturer of the motorcycle brands 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 motorcycles 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 it is 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.

EVALUATION: Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders". In addition, the state will evaluate the bid based upon the unit price of the motorcycles with all equipment installed, operational and adjusted to factory specifications. In addition, the State will multiply the estimated annual usage for each motorcycle manufacturer by its corresponding unit price.

CONTRACT AWARD: A Contract will be awarded to all responsive and responsible bidders.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first six (6) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

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

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

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk or via email in Excel format) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walter Schneider (walter.schneider@das.state.oh.us)

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

TAXES: State agencies are exempt from all federal, state and local taxes in accordance with Article V. S. Page 8 of 11 of the Contract Terms and Conditions.

PURCHASE ORDERS: The Ohio Department of Public Safety will not be obligated to pay for any motorcycles provided by the contractor(s) as a result of this contract, until an official purchase order has been issued by ODPS, the motorcycle(s) have been delivered, received, inspected and accepted in accordance with the provisions of this contract and a statement of acceptance has been signed by ODPS and the contractor.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

SUBMISSION OF INVOICES: The contractor(s) 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. In lieu of the above contractors are urged to register for the state of Ohio Office of Budget Management's electronic funds transfer payments program below.

ELECTRONIC FUNDS TRANSFER PAYMENTS: In order to expedite and reduce the cost of payments, contractors are urged to participate in the state of Ohio Office of Budget Management's (OBM) EFT payments program. In order to register for the state of Ohio OBM's EFT payments program contractors must file form EFT – Direct Deposit Form OBM-1234 – rev 11/07 (Authorization Agreement for Direct Deposit of State Warrants). The form must contain an original signature and be mailed directly to OBM at the address on the form. In order to print a copy of OBM-1234 rev 11/07, navigate to the Office of Budget Management website at www.obm.ohio.gov/. Select FORMS from the left side menu. Scroll down to VENDOR FORMS, download and print form EFT – Direct Deposit Form (OBM-1234) and review, complete, sign and submit it in accordance with the instructions on the form.

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

VEHICLE DESIGN AND SAFETY: The vehicles purchased and delivered are to comply with all current (as of time of delivery) 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.

SERVICE: All motorcycles furnished under this contract will be pre-build and ready to use, 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 motorcycles for immediate and continuous operation upon delivery. All unit(s) 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.

WARRANTY: Manufacturer's Standard Warranty shall apply. Warranty period will start on the date that the motorcycle is put into service. Contractor will be responsible for all expenses incurred for pick-up and return, or transportation and/or service calls, for repair of any of the equipment or components thereof, awarded as a result of this bid while said equipment is under warranty.

AFFIRMATIVE ACTION PROGRAM VERIFICATION: The Ohio Revised Code (ORC) requires all contractors from whom the state or any of its political subdivisions make purchases have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons. An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization. Prior to the award of a contract a prospective vendor must have filed verification with the state of Ohio EOD that the contractor has a written affirmative action program. Verifications may be submitted online at the following URL: <http://das.ohio.gov/Eod/AAPV.htm>. For questions or help with filing a verification please contact the Affirmative Action/EEO Unit at (614) 466-8380. Prospective vendors must submit proof with their bid that they have an Affirmative Action Program on file with the state of Ohio DAS/EOD. If said information is not provided with the bid submission the bidder will have five (5) calendar days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

INSURANCE REQUIREMENTS: Bidders should provide with their bid, documentation of the following insurance coverages required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions):

1. Ohio Workers' Compensation Certificate.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million (\$1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State laws.
4. Commercial General Liability Insurance:
 - a. Minimum limits of \$500,000.00 per occurrence.
 - b. Minimum limits of \$1,000,000.00 annual aggregate.
 - c. The State shall be listed as the certificate holder.
 - d. To be compliant, the Commercial General Liability policy must include the following three endorsements:
 - 1) a blanket waiver of subrogation.
 - 2) a statement that the Commercial General Liability coverage is primary over any other coverage.
 - 3) a designation of the State as an additional insured.

If not supplied with the bid, an Acord certificate of insurance, compliant with the requirements of the Contract Terms and Conditions, must be delivered to the Office of Procurement Services within five (5) calendar days after notification. Failure to provide a compliant certificate within the stated time frame may cause the bidder to be deemed not responsive.

FEDERAL TAXPAYER IDENTIFICATION FORM W-9:

All Bidders should download the attached Federal Taxpayer Identification W-9 Form and submit it as part of their bid response. The W-9 form must be completed and must display an original signature. Copied or stamped signatures are not acceptable.

To download the W-9 form from your internet explorer:

- type: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- under IRS Resources, select Forms and Publications
- select Download by Form and Instruction Number
- from the list of pdf files, select Item 1105, Form Number W-9
- download, complete the form, submit with the bid response

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

This requirement applies to all Bidders: Bidders who have not previously done business with the State as the awardee of an Office of State Purchasing competitively bid Invitation to Bid, Request for Proposal, or State Term Schedule and also to currently awarded contractors as well. The DAS Central Accounting System requires that all contractor W-9 forms be periodically updated by submission of a new form.

DELIVERY METHOD: Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

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

BIDDER DISCLOSURE STATEMENTS: This completed form should be returned as part of the bid response. Failure to complete this page may deem your bid not responsive. The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the Contract, and the best interests of the State. Within the past five (5) years:

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

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

SPECIFICATIONS

DATA SHEET: Shown below are the specification requirements for motorcycles that the state desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Director, Department of Administrative Services. 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 not-responsive.

SCOPE

1. The following specifications detail motorcycles that the Ohio Department of Public Safety intends to purchase for the ODPS Motorcycle Training Program. The Ohio Department of Public Safety intends to purchase from nine (9) different combination manufacturer's brands / models of street motorcycles. These motorcycles will be used to meet the national Training Standards for the "Motorcycle Ohio" program.
2. The Ohio Department of Public Safety "Motorcycle Ohio" program intends to purchase new motorcycles. For the purpose of this contract a "new" motorcycle is a motorcycle that has never been titled to an individual and does not have more than twenty-five (25) miles on the odometer.
3. During the first annual period of the contract the "Motorcycle Ohio" program intends to purchase approximately thirty (30) motorcycles for the Ohio Department of Public Safety, Motorcycle Training Program. The ODPS intends to issue purchase order(s) for the motorcycles after contract inception. An unknown quantity of motorcycles will be purchased during the subsequent annual periods of the contract.
4. The "Motorcycle Ohio" program intends to purchase motorcycles from the manufacturer brands / models listed. Purchases will depend upon availability at the time of need. Acceptable model years are 2007 or newer.
5. All motorcycles provided must be street legal.
6. Contractor agrees to maintain spare parts for all motorcycle manufacturer brand / models provided under this contract readily available at the dealer level and to supply all spare parts required within two (2) working days of request.

OTHER REQUIREMENTS

1. All motorcycle engines will be under 350 cc (cubic centimeters).
2. Color: any color of motorcycle in inventory or manufacturing run that meets the specifications and requirements of this bid is acceptable.
3. Each unit delivered is to be the basic motorcycle with no special accessories. Each motorcycle delivered is to be equipped with all manufacturer standard equipment.
4. Each motorcycle is to be delivered with two (2) sets of keys and a low maintenance electrolyte battery installed.

CLASSIFICATION

1. Acceptable manufacturer and models
 - a. Yamaha TW200
 - b. Honda CB250 Nighthawk
 - c. Suzuki GZ250
 - d. Kawasaki 125 Eliminator
 - e. Honda CMX250 Rebel
 - f. Yamaha XT225
 - g. Suzuki DR200SE
 - h. Kawasaki EX250 Ninja® 250R
 - i. Kawasaki KLX250

SPECIFICATIONS (CONT'D)

SPECIFICATIONS

A. Yamaha TW200:

1. 196cc 4 stroke SOHC air cooled engine
2. Electric start
3. Automatic chain tensioner
4. 5 speed transmission with manual clutch
5. Maintenance free CDI ignition 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
11. Passenger foot pegs
12. Headlight
13. Turn indicators
14. Standard instrumentation
15. Dual rear view mirrors
16. Hydraulic disc front brake
17. Mechanical rear drum brake

B. Honda CB250 Nighthawk:

1. 234cc 4 stroke SOHC air cooled engine
2. Electric start
3. 5 speed transmission
4. Maintenance free CDI ignition system
5. 29.3 inch seat height
6. Long style seat for operator and passenger
7. Telescopic front fork
8. Dual rear shock absorber
9. Front fender
10. Passenger foot pegs
11. Headlight
12. Turn indicators
13. Standard instrumentation
14. Dual rear view mirrors
15. Mechanical disc front brake
16. Mechanical rear drum brake

C. Suzuki GZ250:

1. 249cc 4 stroke SOHC air cooled engine
2. Electric start
3. 5 speed transmission
4. Transistorized Digital ignition system
5. 27.8 inch seat height
6. Step style seat for operator and passenger
7. Telescopic front fork
8. Dual rear shock absorber
9. Front and rear fender
10. Passenger foot pegs
11. Headlight
12. Turn indicators
13. Standard instrumentation
14. Dual rear view mirrors
15. Hydraulic disc front brake
16. Mechanical rear drum brake

SPECIFICATIONS (CONT'D)

D. Kawasaki 125 Eliminator:

1. 124cc 4 stroke SOHC air cooled engine
2. Electric start
3. Automatic chain tensioner
4. 5 speed transmission with manual clutch
5. Maintenance free CDI ignition system
6. 26.8 inch seat height
7. Step style seat for operator and passenger
8. Telescopic front fork
9. Dual rear shock absorber
10. Front and rear fender
11. Passenger foot pegs
12. Headlight
13. Turn indicators
14. Standard instrumentation
15. Dual rear view mirrors
16. Hydraulic disc front brake
17. Mechanical rear drum brake

E. Honda CMX250 Rebel:

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 fender
9. Passenger foot pegs
10. Headlight
11. Turn indicators
12. Standard instrumentation
13. Dual rear view mirrors
14. Hydraulic disc front brake
15. Mechanical rear drum brake

SPECIFICATIONS (CONT'D)

F. Yamaha XT225:

1. 223 cc, 4 stroke SOHC air-cooled engine
2. Bore x Stroke 70 mm x 58 mm
3. Compression Ratio 9.5:1
4. Carburation 34mm Mikuni
5. Ignition CDI
6. Transmission 6-speed w/manual clutch
7. Final Drive Chain
8. Suspension/Front 36 mm telescopic fork; 8.9" travel
9. Suspension/Rear Swingarm w/rebound-adjustable single shock, 7.5" travel
10. Brakes/Front 220 mm Disc
11. Brakes/Rear 110 mm Drum
12. Tires/Front 2.75-21
13. Tires/Rear 120/80-18
14. Length 81.5"
15. Width 31.7"
16. Height 45.7"
17. Seat Height 31.9"
18. Wheelbase 53.1"
19. Ground Clearance 11.2"
20. Dry Weight 238 Lbs.
21. Fuel Capacity 2.3 Gallons

G. Suzuki DR200SE:

1. Engine: 199 cc, four-stroke, SOHC, single cylinder, Twin Dome Combustion Chamber (TDCC)
2. Bore Stroke: 66.0 x 58.2 mm
3. Compression Ratio: 9.4:1
4. Fuel System: Mikuni BST31
5. Lubrication: Wet sump
6. Ignition: Digital/CDI
7. Transmission: 5-speed
8. Final Drive: #520 chain
9. Overall Length: 2150 mm (84.6 in.)
10. Overall Width: 805 mm (31.7 in.)
11. Overall Height: 1185 mm (46.7 in.)
12. Seat Height: 810 mm (31.9 in.)
13. Ground Clearance: 260 mm (10.2 in.)
14. Wheelbase: 1405 mm (55.3 in.)
15. Dry Weight: 113 kg (249 lbs.)
16. Suspension Front: Telescopic, oil damped
17. Suspension Rear: Oil damped, adjustable preload
18. Brakes Front: Single hydraulic disc
19. Brakes Rear: Mechanical drum
20. Tires Front: 70/100-21 44P
21. Tires Rear: 100/90-18 56P
22. Fuel Tank Capacity: 13.0 liter (3.4 gal.) 12.5 liter (3.3 gal.) CA model

SPECIFICATIONS (CONT'D)

H. Kawasaki EX250 Ninja® 250R:

1. Engine Type: 4-Stroke, Liquid-Cooled, DOHC, 4 Valve Cylinder Head, Parallel Twin
2. Displacement: 248 cc
3. Bore & Stroke: 62.0 x 41.2 mm
4. Maximum Torque: 18.1 lb-ft @ 10,000 rpm
5. Compression Ratio: 12.4:1
6. Carburetor: Keihin CVK30 x 2
7. Ignition: TCBI with Digital Advance
8. Transmission: 6-Speed
9. Final Drive: O-Ring Chain
10. Rake/Trail: 27°/3.3 in.
11. Front Wheel Travel: 5.5 in.
12. Rear Wheel Travel: 5.1 in.
13. Front Tire Size: 100/80-16
14. Rear Tire Size: 130/80-16
15. Wheelbase: 55.1 in.
16. Front Suspension: 36 mm Hydraulic Telescopic Fork
17. Rear Suspension: Uni-Trak with Aluminum Linkage
18. Front Brake Type: Single 260 mm Disc with 2-Piston Caliper
19. Rear Brake Type: Single 230 mm Disc with 2-Piston Caliper
20. Fuel Tank Capacity: 4.8 gal.
21. Seat Height: 29.3 in.
22. Dry Weight: 304 lb.

I. Kawasaki KLX250:

1. Engine Type: 4-Stroke, Liquid-Cooled, DOHC, 4-Valve Single
2. Displacement: 249 cc
3. Bore & Stroke: 72.0 x 61.2 mm
4. Compression Ratio: 11.0:1
5. Carburetor: Keihin CVK34
6. Ignition: Digital CDI
7. Transmission: 6-Speed
8. Rake/Trail: 26.5°/4.2 in.
9. Front Wheel Travel: 11.2 in.
10. Rear Wheel Travel: 11.0 in.
11. Front Tire Size: 80/100-21
12. Rear Tire Size: 100/100-18
13. Front Suspension: 43 mm Inverted Cartridge Fork with 16-Way Compression Damping Adjustment
14. Rear Suspension: Uni-Trak with Adjustable Preload, 16-Way Compression and Rebound Damping Adjustment
15. Wheelbase: 56.5 in.
16. Front Brake Type: Disc
17. Rear Brake Type: Disc
18. Fuel Tank Capacity: 1.9 gal.
19. Ground Clearance: 11.6 in.
20. Seat Height: 34.8 in.
21. Dry Weight: 262 lb.
22. Color: Lime Green
23. Warranty: 12 months

PRICE SCHEDULE

UNSPSC CODE	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT PRICE EACH	BIDDER NAME
25101801	Item A. Yamaha TW200 – Model Year 2007 or Newer	3 Units		
25101801	Item B. Honda CB250 Nighthawk – Model Year 2007 or Newer	3 Units		
25101801	Item C. Suzuki GZ250 – Model Year 2007 or Newer	3 Units		
25101801	Item D. Kawasaki 125 Eliminator – Model Year 2007 or Newer	3 Units		
25101801	Item E. Honda CMX250 Rebel – Model Year 2007 or Newer	3 Units		
25101801	Item F. Yamaha XT225 – Model Year 2007 or Newer	3 Units		
25101801	Item G. Suzuki DR200SE – Model Year 2007 or Newer	3 Units		
25101801	Item H. Kawasaki EX250 Ninja® 250R – Model Year 2007 or Newer	3 Units		
25101801	Item I. Kawasaki KLX250 – Model Year 2007 or Newer	3 Units		

CONTAINS RECYCLED MATERIALS - Y/N: _____.
 IF SO _____%. (Will not be a part of the evaluation)

BID SUBMISSION CHECKLIST

The following information is provided for the bidder's convenience. The information required with the bid response should be attached to the bidder's response. This checklist does not guarantee that the bidder is in compliance with all submittal requirements as stated in this bid. It is the bidder's responsibility to thoroughly review and respond to all of the submittal requirements as stated in this bid.

Required With The Bid Response

Page 1	Submitted and Signed (Blue Ink)	_____
Page 2	Buy America Preference Buy Ohio Preference	_____
Page 2	Secretary of State Registration	_____
Page 2	Declaration Regarding Material Assistance / Non-Assistance	_____
Page 3	Authorized Dealer Documentation	_____
Page 6	Delivery Method (Appropriate Box Checked)	_____
Page 7	Disclosure of Subcontractors (Joint Ventures)	_____
Page 7	Bidder Disclosure Statements	_____
Page 13	Recycled Content %	_____
Page 13	Bid Price Schedule	_____

Required During the Evaluation Process

Page 5	Affirmative Action Program Verification	_____
Page 6	Insurance Requirements and Documentation	_____
Page 6	Federal Taxpayer Identification Form (W9)	_____