

# INVITATION TO BID

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

The original signed bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <b>OB101515</b>	OPENING DATE (1:00 p.m.) <b>April 10, 2015</b>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395  Attn: Bid Desk		CITY	STATE ZIP
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO.	BID NOTICE DATE <b>March 18, 2015</b>	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days			
BILL TO: Ohio Expo Center & State Fair 717 E. 17th Avenue Columbus, OH 43211		SHIP TO: Ohio Expo Center & State Fair 717 E. 17th Avenue Columbus, OH 43211	
DELIVERY REQUESTED F.O.B./DEST. P.P.D. <b>ASAP</b>		DELIVERY OFFERED (IF DIFFERENT) F.O.B./DEST. P.P.D.	
<b>MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081</b>			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:			
<b>Mobile Bleacher System(s)</b>			
<p><u>QUANTITY AND DURATION:</u> This Invitation to Bid, which is not a contract, is considered to be a one-time procurement offer for the product(s)/service(s) as listed herein. The successful Contractor may commence performance of the awarded contract upon receipt of an official state of Ohio Purchase Order (ADM0523/ORDE). Upon completion of the contract and upon receipt of proper invoices, payment will be provided by the ordering agency. The contract will then be considered as complete and no further purchases may be placed against the contract. With the exception of approved overrun/underrun tolerances, any deviations from the quantity listed in the awarded contract shall not be permissible nor acceptable.</p>			
<p>INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDING; STANDARD CONTRACT TERMS AND CONDITIONS; AND SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS, Rev. 10/2013 are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: <a href="#">Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions</a>. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p>			
<p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at <a href="http://www.ohio.gov/procure">www.ohio.gov/procure</a>. 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 this 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.



### **SPECIAL 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.

**MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE:** The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This ITB is being issued as a minority set aside contract in accordance Section 125.081 of the Ohio Revised Code. All bidders must be an Ohio certified MBE as of the Bid opening date. If a certification application has been submitted that needs to be expedited to meet the solicitation opening date, contact the DAS Equal Opportunity Division at 614-466-8380. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE business, please visit the DAS Equal Opportunity Division web site at:  
<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within six (6) weeks after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. Failure to deliver within the fifteen (15) days (or by a due date specified by the state agency, provided the due date is later than the specified contract date) is a breach of this contract. The state of Ohio may pursue actual, direct, or appropriate liquidated damages because of such breach, as well as any other remedies specified in section IC (Termination/Suspension) and section II (Contract Remedies) of the "STANDARD 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 to latent defects, fraud, or such gross mistakes as amount to fraud.

**BID CONFERENCE:** A bid conference will be held on 3/30/2015 at 4200 Surface Road, Columbus, Ohio 43228 to discuss the requirements of the bid. The conference will commence promptly at 10:00 am, barring an unforeseen circumstance that results in a delay of the conference. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the bid conference due to their failure to attend and/or arriving after the conference has convened.

Please contact Kristen Johnson by 3/28/2015 at 1(614)387-0065 during regular business hours to make arrangements for authorization to enter the facility.

**PRICE LIST(S):** The bidder shall submit, as part of their bid response, price list(s) and descriptive literature of the supplies or services being offered. The submitted price list(s) shall reflect pricing in effect at the time of bid submission and will be considered the basis of the bid response. The price list(s) and descriptive literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. Any references in the price list(s) or descriptive literature that attempt to alter the terms and conditions and specifications of the bid (e.g. 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.

**DESCRIPTIVE LITERATURE:** Subsequent to award of the contract, the Contractor shall furnish the participating agency with the exact descriptive literature and price lists submitted as part of the bid response. Requested literature and price lists must be provided to the requesting agency within ten (10) calendar days of the request. Failure to provide the price list and/or descriptive literature to any participating agency as stipulated herein will be considered a default. Any references in the price list(s) or descriptive literature that attempt to alter the terms and conditions and specifications of the bid (e.g. 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.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

**FIRM FIXED-PRICE CONTRACT:** The contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

**Bid Automobile Liability Checklist:**

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

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.

- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

**SPECIAL TERMS AND CONDITIONS (continued)**

**DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.): [For Supplies only Bids]:**

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.

**EDGE Certification:** The Office of Procurement Services has identified those Contractors who were E.D.G.E. certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. Certification status of the Contractor.

**SPECIFICATION QUESTIONS:** Through the indicated inquiry closure date, Bidders may visit the State Purchasing website to post bid related questions at <procure.ohio.gov>. Answers to all Bidder questions will be posted on the State Purchasing website and linked to the bid number. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this bid. Only communications issued by the Department of Administrative Services, State Purchasing in the form of an addendum, will be considered valid.

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## SPECIFICATIONS

### 1. Scope:

The purpose of this bid is to obtain a contractor to provide services and supplies to provide six (6) fully assembled mobile bleacher systems with towing capabilities for the Ohio Expo Center located at 717 E. 17<sup>th</sup> Avenue, Columbus, Ohio, 43211. The mobile bleacher system will be used to enhance customer experience for the 3.1 million annual visitors to the Fairgrounds. The mobile bleacher system will be used for both indoor and outdoor events.

### 2. Requirements:

- a. Description: Six (6) mobile bleacher systems with capacity to seat a minimum of two hundred (200) Expo Center patrons with towing capabilities, fully assembled, with 12-volt battery operated folding system.
- b. Time Frame:
  - i. All mobile bleacher systems must be delivered to the Ohio Expo Center and fully assembled no later than 06/01/2015.
  - ii. The contractor will work with the Ohio Expo Center to agree on a time of delivery and assembly, if applicable.
- c. Assembly:
  - i. The contractor is responsible for the complete assembly of the mobile bleacher systems. The Expo Center will not be responsible for any assembly.
  - ii. The contractor will be responsible for the removal of any supplies and debris resulting from delivery and/or assembly at the Expo Center.
  - iii. The contractor is responsible for working with the Ohio Expositions Commission staff to ensure that the assembly of the mobile bleacher systems does not damage any structures, buildings, or grounds.
- d. Physical Characteristics:
  - i. Size:
    1. Unfolded: 30 ft x 11 ft x 19.5 ft
    2. Folded: 30 ft x 13 ft x 8.5 ft
  - ii. Rows:
    1. Each mobile bleacher system should consist of 10 rows.
    2. There should be a full 24" spacing between rows.
  - iii. Aisle: Each mobile bleacher system should have one (1) aisle in true center of system with handrail.
  - iv. Seating Capacity: Each mobile bleacher system should seat no fewer than 200 people.
  - v. Guard Rails:
    1. Mobile Bleacher System should have vertical guard rails.
    2. Guard Rails should be hot-dip galvanized metal.
  - vi. Materials: Seats and walk-boards should be made of aluminum.
  - vii. Construction:
    1. Mobile Bleacher System should have heavy I-Beam main frame.
    2. Mobile Bleacher System should have four (4) wheels.
    3. Electronic Breaks for All Four (4) wheels
    4. Mobile Bleacher System should have Stabilizing Jacks

**SPECIFICATIONS (continued)**

5. Mobile Bleacher System should be able to withstand the elements of both indoor and outdoor use.
  6. It is the contractor's responsibility to include all parts and materials in the bid.
  7. LED Lights:
    - a. Stop Lights
    - b. Turn Signal Lights
    - c. Clearance Lights
- e. Mobility:
- i. Telescoping and Removable Hauling Tongue
  - ii. Ball Hitch
  - iii. Folding System:
    1. Hydraulic
    2. 12-Volt Battery Operated
- f. Warranty:
- i. Contractor is responsible for all maintenance during time covered by warranty.
- g. Rendering: A photograph or illustration of the mobile bleacher system should be included with the Bid showing all specifications listed in solicitation. Failure to do so may result in the bid being deemed unresponsive.

**PRICE SCHEDULE**

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

ITEM NUMBER	DESCRIPTION	Quantity	Price Per System	Total Quote
1	Mobile Bleacher System with Towing Capabilities	6	\$	\$
2	Assembly (if applicable)	6	\$	\$
3	Freight (if applicable)	6	\$	\$
Total Quote				\$