

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 0B129210	OPENING DATE (1:00 p.m.) MARCH 24, 2010	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	
		COUNTRY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. DNR	BID NOTICE DATE MARCH 9, 2010	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			
PARTICIPATING AGENCY(IES): Ohio Department of Natural Resources, East Fork Office			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>Homeland Security Watercraft</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>April 5th, 2010</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>July 2nd, 2010</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.

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"]

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

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):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio. 
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - 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/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-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.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

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

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form 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.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this bid is provided on page one (1) of the bid. Through the indicated inquiry closure date/time, bidders may visit the State Procurement website to post bid related questions at <<http://procure.ohio.gov>>. Answers to all bidder questions will be posted on the State Procurement 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 Procurement in the form of an addendum, will be considered valid.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within ninety (90) 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.

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 seven (7) 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 (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 either as part of their bid response or within the time specified herein will deem the bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders".

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible Bidder.

CERTIFICATE OF TITLE: The title shall be filed by the contractor and delivered to the ordering agency within five (5) days after delivery of the vessel.

ADVERTISEMENT: Dealer name-signs shall not be affixed to any part of the delivered vehicle.

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.

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.

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.

An insurance certificate, compliant with the requirements of the Contract Terms and Conditions, must be delivered to the Office of Procurement Services within seven (7) calendar days after notification. Failure to provide a compliant certificate within the stated time frame will cause the bidder to be deemed not responsive.

SPECIFICATIONS

I. SCOPE

- A. This Invitation To Bid is to procure one (1) homeland security watercraft and trailer for use at the East Fork State Park. The vessel must be able to respond twenty-four (24) hours a day, seven (7) days a week in all forms of weather and water conditions. It will also be used to respond to requests for Homeland Security details. The vendor must respond to this item on the Price Schedule (page 8).

II. APPLICABLE DOCUMENTS:

- A. The vessel and trailer shall comply with all applicable laws of the state of Ohio and all Federal regulations for the product type, including motor vehicle and recreational vehicle laws and regulations.

III. SPECIFICATIONS:

Vessel:

- o Welded Aluminum hull
- o Hull Thickness - .1875 minimum
- o Center Length: 23' (Outboard Bracket not included)
- o Deadrise: 24/55 degrees
- o Chine Beam: 8'
- o Beam: 10'
- o Side Height: 22" x 12" w (Hybrid" Foam/Air Collar)
- o Fuel Capacity: 200 Gallons
- o 5 Year Commercial Warranty on Hull and 1 Year Wing, Hybrid Fender
- o Black, D Shaped Wing Hybrid Collar 23' X 22" High X 12" Wide. Sides of vessel Raised 6" so that dive door does not catch water in a turn. Ough Polyurethane 40 oz. fabric with ribbed reinforcing as exterior cover for hybrid collar. Collar attached to hull with bolt rope. No tools needed for collar installation. .190" wlded self-bailing deck w/non-skid surface, two scupper drains with non return valves for collar attachment. Aluminum bow eye & transform tie downs. Foam insulation & flotation for hull voids, battery brackets, 2000 gph bilge pump, 200 gall under floor fuel tank, greystone zolotone interior, topsides and transom with clear coat finish.
- o 2009 Shorelands'r B83 TAL 8300# Tandem Axle Aluminum Trailer. (I-Beam) "Bunk" Trailer w/click materials (UHMW) Surge, Disc Brakes: TBA

Trailer Options

- o Dual Axel, commercial grade trailer (galvanized finish).
- o Custom step on trailer winch stand to allow boarding boat while on trailer.

Engines

- o Two 250hp outboard motors

Propeller

- o Stainless prop

Steering and Fuel Options

- o 1 pair electric trim tabs w/ trim indicator switch at helm
- o (Qty. 2) Spin-on Fuel Filters
- o 6" Waterproof Inspection port over fuel sender and any ABYC required ports

Welded Options

- o Welded "Delta Pad" In aft keel (Reduces Drag / Increases lift)
- o 6' L x 8' W T-Top over dash area, w/2" schedule 40 supports fore and aft & heavy duty reinforcing pads where supports are welded to gunwales, deck and windshield.
- o 3-Piece AFDT leaning windshield w/opening center door for access to bow / work area. (Side wings of W/S to be shortened so crew can lean over the side from the front seats to grab dock, boat(s) etc.)
- o Control console on starboard aide forward, designed to accommodate Instruments, controls engine gauges etc.
- o Custom, Angled port side dash designed to accommodate instruments, controls engine gauges etc.
- o Full Width "Offshore" / Outboard bracket designed for max 700hp

- 4" – 6" wide spray chines for quick planning and spray deflection
- 2" schedule 40 twin outboard protection bar(2)
- (Qty, 7) 10" welded, heavy duty cleats
- Rear Transom deck w/ full width storage locker
- ½" Heavy duty welded bow-aye & 2 welded transom "tie-down" eyes
- Shotgun rack / locker built in front of transom (recess down in floor is possible) centered in front of transom (3'L x 12" x 16"t)
- Fully self bailing rear deck over fuel tank compartment. Tank can easily be removed for service by removing "soft patch" located over tank.
- Forward anchor locker w/ heavy duty lid (Qty. 2, 1" drain holes)
- Tubular radar arch on T-Top
- Port side entry doors in tube, (bottom hinged door) 20" wide, just aft of bow on port side. "Lift out aft door 24" wide, 30" forward of read deck doors have aluminum frame and foam "D" collar. Rear door slots down into VEE shaped aperture & secured w/ twin stainless steel overcenter latches on top of gunwales. Handrails inside both doors.
- 4" Fixed tow bitt: Centered aft w/ 12" Cross (Solid) Pin
- 4" Fixed tow bitt: Centered forward w/ 12" Cross Pin

Safety Screen

- Safety screen – Made of expanded metal and pipe – Just Forward of transom and tow post with supports from transom to deck (no sharp edges)
- Dimension: 24" wide X 78" tall Square pipe & Folding
- 1" OD schedule 40 grab rails / safety rails on passenger side dash and grab rails on windshield

Upholstery and Canvas Options

- (Qty. 2) H.O. Bostrom #2348010 Suspension seats w/ self contained air compressors & Dual Armrests.
- (Qty. 1) H.O. Bostrom #2348014 Suspension seat w/ self contained air compressor & Dual armrests.
- 36" Storage Bench seat aft of STBD. Helm seat w/ cushions both on starboard. Side by Side not attached together.
- Set, Clear snap-on screens between W/S and T-Top & on sides and rear to form weather tight cabin / Compartment when installed.

Outfitting – Rigging

- Twin main motor, Dual Binnacle – Pre Rig & Install (Document serial number of control on invoice)
- Includes: Single station dual binnacle at helm, main harness, dual engine switch, battery indicator lead, pigtail bus wires, twin offshore bracket & tie bar
- Round Command Link 3 Gauge (Twin Engine) (2-Tachs, Speed/Fuel MGT) Installed
- KIT #6X6-WE83R-30-00
- (2) Multi hub assy (extension hub with resistor), Cap, 1(2pin), (2) Tachometer assy. (round), wire lead extension 1 ft (main bus wire), speed/fuel management assy. (round), wire lead for fuel tank sender and gps, wire lead for power 8ft. cap. 1(4pin), laminate card (quick reference) and users guide

Outfitting – Electrical

- 12v DC Panel w/ Breakers and all Boat wiring
- (Qty. 4) Group 27 Batteries w/ selector / combiner switches, battery boxes under rear, transom deck. (2 Batteries for "House" & 2 Batteries for "Start / Engine")
- ESPAR Heater / defroster, D2 (Heater / Defroster)
- (Qty. 2) 12v Remote Control "Guest" 502 Searchlights , 1 million candlepower w/ #297 Dual Control kit on port dash (Lights to be installed on port & starboard sides of T-Top; switched at dash)
- (Qty. 1) Trumpet Horn
- (Qty. 2) Wipers. Pantograph wipers w/ washer fluid / squirter kit.
- (Qty. 3) Jabsco 4" x 6" Halogen Flood Lights on Hard Top. (port, starboard, aft)
- 110v A/C Shorepower w/ 30 Amp Breaker, Marincin inlet / Plug-in. 50' Shorepower cord, and Main Breaker wired to Pro Series Dual Pro charger listed above.
- (1) additional 2000gph bilge pump w/ auto float switch
- Bow docking lights (1 pair)
- (Qty. 4) 12v Power points in cabin area
- USCG "International Waters" Navigation light package
- (Qty. 6) Interior red / white courtesy lights throughout cockpit and dash area
- "Seasense" interior LED red/white courtesy lights with 3-way switch at dash

Electronics Installations

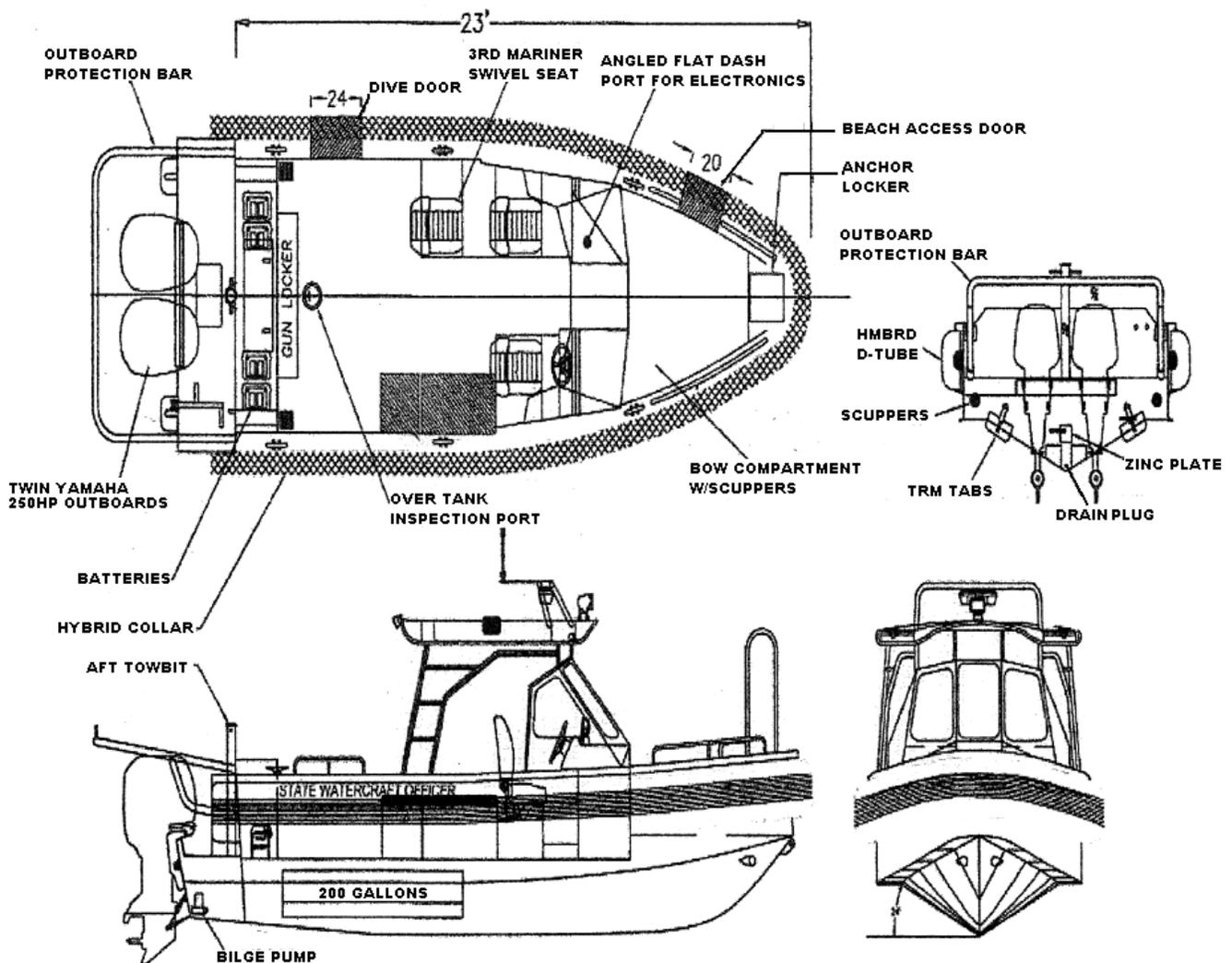
- o "FLIR" Mariner Thermal imaging camera installed on Radar Arch (or on T-Top Roof where space allows)
- o Digital Compass
- o 15/15 amp 2-Bank Battery charger
- o Humminbird 1197cSI Color GPS / FF Combo. w/ side scan sonar feature (chart chip included. Plastic through hull transducer will require Hull fairing at transom for vee angle. Flushmount screen in port side dash.
- o Garmin 3210 w/ GMR 24 Radar Dome, Video input. GPS antenna and network hub (Flushmounted into port side dash)
- o VHF Radio w/ 8' stainless folding base.
- o Federal Signal PA300 w/ 100w Speaker, flushmount on starboard dash.
- o Whelen Liberty Mini Light bar (L.E.D. Lights) all blue lights.

Tube Options

- o 22" Black "Wing" Brand Foam / air hybrid collar
- o (Qty. 2) "STATE WATERCRAFT OFFICER" (4" White letters on black Collar) port & starboard sides.

Paint Options

- o Standard Topsides & Interior medium grey zolatone with clearcoat.
- o E-Paint / No Foul (Anti Fouling) black paint below waterline and behind wing hybrid fender.
- o Matson Floorgrip / Nonskid on all walking surfaces.



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.

Contractor shall deliver the vessel FOB destination prepaid, to the East Fork Watercraft Office, 3292 Ellick Road Bethel, OH 45106.

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE
1.	1	EA	Homeland Security Watercraft	\$ _____

Vehicle make or brand offered: _____

Vehicle model offered: _____

BID SUBMISSION CHECK-OFF LIST

<u>Submitted</u>	<u>Required with the Bid Response</u>	<u>Required</u>
_____	Bid Cover Page, Signed in Blue Ink (Page 1)	_____ Yes
_____	Required Certification For Bidding (Page 2)	_____ Yes
_____	Disclosure of Subcontractors / Joint Ventures (Page 3)	_____ Yes
_____	Completed Bid Pricing (Page 8)	_____ Yes
_____	Illustrations and Specifications of Vessel Proposed	_____ Yes
 <u>Required During the Bid Evaluation Process</u>		
_____	Affirmative Action Verification Form (V. – I.) {7 days after requested if not submitted with bid}	_____ Yes
_____	DMA Form (see Page 2) {7 days after requested if not submitted with bid}	_____ Yes
_____	Workers' Compensation Requirement (S-12) {7 days after requested if not submitted with bid}	_____ Yes
_____	Insurance Requirements (S-13) {7 days after requested if not submitted with bid}	_____ Yes

This checklist is provided solely for the Bidder's benefit. Submission of the mandatory/required materials does not guarantee that the Bidder will be deemed compliant with all of the specifications and requirements as stated in this Bid. Completing this checklist does not absolve the Bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this Bid.