

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 0B102315	OPENING DATE (1:00 p.m.) May 29, 2015	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. 29134	BID NOTICE DATE 5/14/15	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 Department of Natural Resources Division of Wildlife- Attn: Donna Daniel 1500 Dublin Road Columbus, OH 43215		SHIP TO: Delaware Wildlife Area Headquarters 8589 Horseshoe Rd Ashley, OH 43003	
DELIVERY REQUESTED F.O.B./DEST. P.P.D. <u>As Soon as Possible.</u>		DELIVERY OFFERED (IF DIFFERENT) F.O.B./DEST.P.P.D. _____	
<p>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</p> <p>NEW, UNUSED, MODEL YEAR 2015 OR NEWER BACKHOE AND RELATED ATTACHMENTS</p> <p>QUANTITY AND DURATION: 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 TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. 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>INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, www.procure.ohio.gov. Click "Find it Fast," select "Doc/Bid/Schedule#" in Step 1, enter the Bid Number in Step 2, click "Find it Fast." The "Submit Inquiry" button is at the bottom of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.</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.

PRICE SCHEDULE:

This Invitation to Bid (ITB) is for one (1) Backhoe as described below and in the Bid Specifications on page 4 of this Bid and delivered in accordance with the DELIVERY AND ACCEPTANCE clause. The contractor shall supply a vehicle that includes all equipment as specified and is safe and complete. Any deviation from any specification including delivery lead time must be stated in writing and included as an attachment to the bid response.

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 NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	1	EA	Model Year 2015 or Newer Backhoe, 4.5 liter / 107 HP Minimum with Attachments 24 inch Backhoe Bucket and 60 inch x 48 inch Construction Forks.	\$	\$

Vehicle Year: _____

Vehicle Manufacturer and Make: _____

Vehicle Model: _____

Vehicle Engine (Type/Displacement and HP): _____

Vehicle Front Axle and Transmission (Type): _____

Vehicle Curb Weight (lbs.): _____

Vehicle Warranty: _____

Promised Delivery Date: _____

All equipment shall be new and unused.

Bidders are required to enter the trade-in price for the one (1) backhoe on the line located below.

1. 1998 Ford 555E Backhoe, SN 031004617: \$ _____

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SPECIFICATIONS

Shown below are the specification requirements for the equipment that the State desires to purchase. Bidder signifies compliance or non-compliance with the specifications by indicating "Yes" or "No" in the Y/N column of this form and returning with the bid response. Any deviations from the specifications are to be outlined on company letterhead and attached to the bid response. Failure to comply may deem the bid not-responsive. The State retains the right to accept or reject variations and / or exceptions to the specifications directly related to model year variations and manufacturer variations that meet or exceed the basic usage requirements as explained in SCOPE on page 3.

BACKHOE, DIESEL

Standard Specification Items	Minimum Requirements	Y/N	Standard Specification Items	Minimum Requirements	Y/N
Powertrain:			CAB:		
Engine (Cylinder/Liter)	4.5L		Fully Enclosed with Dual Doors	2	
Horsepower (Net HP)	107		Air Conditioning and Heating	Required	
110 Volt Engine Block / Coolant Heater	Required				
Mechanical Front Wheel Drive, Limited Slip Differential, 5 Speed Forward / 2 Speed Reverse Powershift Transmission	Required				
Loader: Must Include			Backhoe: Must Include		
Loader Coupler with 2-Function Hydraulics	Required		Extendible Dipperstick with a Minimum Digging Depth of 15 feet 10 inches	Required	
1.5 Cubic Yard Heavy Duty Coupler Bucket with Bolt on Cutting Edges and Skid Plates	Required		Pilot Controls, Two Lever, with Pattern Selection	Required	
Front Loader Bucket Quick Coupler	Required				
Accessories:			Electrical:		
24 inch Backhoe Bucket	Required		Battery (2) Dual with Disconnect and Jump Post	Required	
60 inch x 48 inch Construction Forks	Required				
1000 Lb. Front Counterweight	Required				
Exterior Rear View Mirrors	Required				
Radio, Basic Package	If Available				
2 Sets of Keys	If Available				
Sun Visor	If Available				
Front View Mirror	If Available				
Beacon / Strobe Light	If Available		Warranty:		
			Mfg. Standard Warranty (Min.)	Specify on pg 3	

The remainder of this page was intentionally left blank

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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". See paragraph on page 5, under TRADE-IN.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein.

TRADE IN: The State of Ohio is offering one (1) 1998 Ford 555E Backhoe, SN 031004617 in trade. This backhoe is a 1998 and has approximately 2150 hours usage. It is recommended interested parties view the backhoe prior to submitting their bids. At the time bids are being evaluated, it will be determined whether the trade-in price will be accepted. The trade-in price submitted by the bidder will be taken into consideration when evaluating the bids and awarding the contract. The trade-in price of the backhoe, if accepted by the State of Ohio, will be deducted from the bid price of the backhoe on the Purchase Order. Successful bidder will be responsible for pickup and removal of Trade In Unit from the location listed below. Once a contract is awarded, failure of the bidder to have inspected the Trade In Unit will be insufficient reason to support any request to be released from the contract.

The Trade In Unit will be available for inspection by appointment only at the following location:

Delaware Wildlife Area Headquarters
8589 Horseshoe Rd
Ashley, OH 43003

To schedule an appointment, please call 740-360-7615 or 740-747-2919, Attention: Tim Davis
During the Business Hours, Monday–Friday, 8:00 am – 4 pm.

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 five (5) 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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency as soon as possible after receipt of order (agency preference is no later than 6/30/15) 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. The transporting and delivery of the vehicle shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. No dealer name signs, clips, license plate brackets or other devices shall be affixed to any part of the delivered vehicle. Any affixed dealer information may be cause for the return of the vehicle.

DELIVERY AND TRADE IN PICKUP REQUIREMENTS: Delivery and Trade In Unit Pickup may be accomplished on Monday through Friday (excluding state holidays) between the hours of 8:00 AM and 3:00 PM EST/EDT. Two days' notice of delivery or Trade In Pickup is required. The winning bidder/contractor must contact the Ohio Department of Natural Resources office a minimum of two days prior to delivery or Trade In Unit Pickup for an appointment.

To schedule an appointment, please call 740-360-7615 or 740-747-2919, Attention: Tim Davis

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

CERTIFICATE OF TITLE: The contractor is to furnish the Certificate of Title for the new vehicle and deliver the Certificate of Title within three (3) days after delivery of the vehicle. The title will be delivered to the department ordering the vehicle, unless specified on the purchase order. Unit is to be titled and registered to:

Ohio Department of Natural Resources
2045 Morse Rd
Columbus, OH 43229

SPECIAL TERMS AND CONDITIONS (Cont'd.)

WARRANTY: The successful contractor shall furnish with the vehicle the manufacturer's owner service policies, manuals and warranties for the vehicle and all equipment. The warranty for the BACKHOE shall be the manufacturer's standard warranty. The tires shall be covered by the warranty that is standard to the industry.

Manufacturer shall provide a minimum of one year parts and labor warranty, from date of delivery and acceptances, excluding normal maintenance wear parts. Manufacturer's warranty information shall be provided with bid submittal. If not provided as part of the bid response, the Bidder must provide said warranty information within five (5) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish manufacturer's warranty information either as part of their bid response or within the time specified herein may deem the bidder not responsive. All parts offered must be new (not used or remanufactured).

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.

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.

OPTION PRICING NOTE: Option prices bid are to be less than the manufacturer's suggested retail price(s). Bidder signifies by their signature on page one (1) of the ITB that the option prices bid are less than MSRP. Any options found to be over charged during bid evaluation may have those options deleted from the award. Bidders must include a unit cost for each option offered. If the option is included in the base unit, the bidder should enter "included" for the option. Failure to enter a cost or "included" for the options offered may deem your bid response as non- responsive and ineligible for an award. Options will be evaluated and awarded at the discretion of DAS.

AUTHORIZED DEALER: Bidders responding to this bid shall be authorized dealers for/or the manufacturers of the products they are offering. Bidders are requested to submit, with the bid, certification attesting to the fact that they are authorized dealers for/or the manufacturers. This certification shall be on manufacturer's letterhead, signed by a duly authorized representative of the manufacturer. Failure to submit this certification may deem your bid as not responsive.