

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 <u>OT900722</u>	OPENING DATE (1:00 p.m.) <u>October 4, 2021</u>	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. DPS042	BID NOTICE DATE September 13, 2021	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 PUBLIC SAFETY			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: MOTORCYCLES; NEW, NEVER TITLED, MODEL YEAR 2022 OR NEWER <u>TERM OF CONTRACT:</u> 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>11/01/21</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>07/31/23</u> unless DAS terminates the Contract based upon reasons set forth in 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 agency. <u>CONTRACT RENEWAL:</u> This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed <u>zero (0)</u> months unless the Contracting Agency determines that additional renewal is necessary. <u>INSTRUCTIONS TO BIDDERS</u> and <u>STANDARD TERMS AND CONDITIONS</u> , Revised 09/08/21, 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. Contract Components. Once awarded, the Contract will consist of: the complete Invitation to Bid, including the Instructions to Bidders, the Standard Contract Terms and Conditions, any Special Contract Terms and Conditions, the bid specifications and any written addenda or amendments to the Invitation to Bid or Contract; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract"). <u>INQUIRIES:</u> All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, http://procure.ohio.gov/ . Locate the "QuickLinks" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number"; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right 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.			
		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.

CERTIFICATION STATEMENTS

Bidders claiming preference for Domestic Source End Products, the Ohio preference, and/or the Veteran Friendly Business Enterprise (VBE) must complete the following information. **Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment.** The state reserves the right to clarify any information during the evaluation process.

*****BIDDERS MUST COMPLETE THE APPROPRIATE CERTIFICATION BELOW TO RECEIVE THE PREFERENCE.*****

A. DOMESTIC PREFERENCE (BUY AMERICAN): Revised Code 125:11 and Administrative Code 123:5-1(K)
[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 American 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)

B. OHIO PREFERENCE (BUY OHIO): Revised Code 125:09 and Administrative Code 123:5-1-06

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes 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://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: (Except products mined in Michigan)
 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 (Except for products mined in Michigan)
Yes No Not Applicable

C. VETERANS PREFERENCE (BUY VETERAN): Revised Code 9.318 and Administrative Code 123:5-1-16

- Is the bidder a certified Veteran Friendly Business Enterprise as defined in Administrative Code 123:5-1-01(KK)
 Yes No

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT901920.

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.

BRAND NAME OR EQUAL: The product(s) specified in this bid is/are being bid as Brand Name or approved equal. Bid is in accordance with the Ohio Administrative Code 123:5-1-10 (I).

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within timeframe noted on the Price Schedule page after receipt of order. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

1. Motorcycles are to be delivered, after receipt of purchase order and according to the delivery schedule noted on the purchase order. Motorcycles are to be delivered F.O.B. destination to the Motorcycle Ohio Maintenance Shop, 1600 Integrity Drive, Columbus, OH 43029.
2. A manufacturer or dealer representative is to be present at the time of delivery. The motorcycles will be inspected at the time of delivery, at the delivery site, by an ODPS representative. Any motorcycles that show defects, damage(s) or does not meet the specifications and requirements, will not be accepted.
3. Contact Michele Piko (614) 466-4041 and/or Frank Pierce (614) 580-1524, forty-eight (48) hours in advance to schedule a date and time for delivery and inspection.
4. All parts not specifically mentioned, but which are necessary to provide a complete unit, or which are normally furnished as standard equipment, shall be furnished by the successful bidder and shall conform in strength and quality of material and workmanship to what is provided by the industry in general.
5. Both material and workmanship are subject to inspection by the ODPS or their duly authorized representative, who may require the contractor to correct defective workmanship or material without cost to the ODPS.

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 (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.

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

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

DEALER LICENSE: In reference to ORC 4517.12 DAS may ask for proof of a Dealer written authority from the manufacturer or distributor to sell new vehicles.

SPECIAL CONTRACT TERMS AND CONDITIONS, CONT'D

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". The contract will be awarded to the lowest responsive and responsible bidder by category. Bidders are eligible to receive awards of multiple categories providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein. The state will evaluate bids based upon the unit price of the motorcycles with all equipment installed, operational and adjusted to factory specifications.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by category. The state makes no representation or guarantee as to the actual amount of units to be purchased by the participating agency.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twenty four (24) months duration of the contract. Thereafter, in the event that the state indicated a desire to extend the contract, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

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

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

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by category, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Contract Analyst (DPS042).

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

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

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

SUBMISSION OF INVOICES: The contractors are to send invoices in triplicate referencing the contract number and purchase order number to: Ohio Department of Public Safety, Attn: DPS Origin A77 - Admin, Ohio Shared Services, P.O. Box 182880, Columbus, OH 43218-2880, or to the address shown on the release purchase orders.

SPECIAL CONTRACT TERMS AND CONDITIONS, CONT'D

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

Units are to be titled as follows:

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

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

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

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

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

SPECIFICATIONS

Shown below are the specification requirements for equipment that the state desires to purchase. Bidder signifies 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. Absence of an accompanying letter detailing any deviations from specifications indicates compliance with all specifications listed below. The Invitation to Bid and subsequent contract are brand, model and year specific.

A. SCOPE:

1. These specifications are for motorcycles for the Ohio Department of Public Safety (ODPS), Motorcycle Training Program. The ODPS intends to add on an additional one (1) street motorcycle as a part of the current contract OT901920 . These motorcycles will be used to meet the National Training Standards for the Ohio Program.
2. Motorcycle Ohio (MO) intends to purchase new, never titled motorcycles. Motorcycles purchased must meet the definition, specifications and or requirements listed below.
 - a. New (MY2022 or Newer): A motorcycle that has never been titled to an individual and does not have more than twenty-five (25) miles on the odometer.
 - b. The motorcycle must be prepped and ready to use when delivered.
 - c. The motorcycle must have a full tank of gas.
 - d. The motorcycles are to be delivered to: "Motorcycle Ohio" Service Facility, 1620 West Broad Street, Columbus, OH 43223.
 - e. Motorcycles must be street legal.
3. An estimated quantity up to ten (10) motorcycles will be purchased during the first year of the contract. The state makes no representation or guarantee as to the actual amount of units to be purchased by the participating agency.
4. Repair parts are to be readily available at the dealer level. Adequate stock of repair parts are to be maintained at the national level. Dealer should be able to supply parts within two (2) working days.

B. CLASSIFICATION:

Acceptable manufacturer and models:

1. Yamaha XT250 or equal

SPECIFICATIONS, CONT'D

C. SPECIFICATIONS:

1. Yamaha XT250 or equal:

- a. 249cc4 stroke Single Overhead Camshaft (SOHC), air cooled engine
- b. TCI: Transistor Controlled Ignition
- c. Automatic chain tensioner
- d. 5 speed transmission with multiplate wet clutch
- e. Maintenance free Capacitive Discharge Ignition (CDI) System
- f. 31.9 inch seat height
- g. Long Motor cross style seat
- h. Telescopic front fork
- i. Single rear shock absorber
- j. Wide front fender, rear fender
- k. Passenger foot pegs
- l. Headlight– taillight
- m. Turn indicators
- n. Standard instrumentation
- o. Dual rear view mirrors
- p. Hydraulic disc front brake
- q. Mechanical rear drum brake

D. OTHER REQUIREMENTS:

1. Motorcycles may be any color. Any color of motorcycle in inventory or in a manufacturing run that meets the specifications and requirements of this bid is acceptable.
2. Each unit is to be the basic motorcycle with no special accessories. Standard equipment is not to be removed from the motorcycle.
3. Each motorcycle is to be delivered with two (2) sets of keys, low maintenance electrolyte battery installed, and full tank of fuel.

PRICE SCHEDULE

Bidders shall not insert a unit price more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by Procurement Services and not used in the evaluation and any subsequent award. Bidder shall insert complete cost per unit, which will include price per unit, delivery charge, and set-up charge.

The estimated number of units indicated for evaluation purposes and are to be considered as estimates only and should be considered as information relative to potential purchase that may be made from the contract. The state makes no representation or guarantee as to the actual amount of units to be purchased by the participating agency.

CATEGORY #1– Motorcycle, Yamaha XT250, or equal, Model Year 2022, or Newer

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE
	1	EA	Motorcycle, Yamaha XT250, or equal, Model Year 2022, or Newer	\$

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNITS TO EVALUATE	UNIT COST
TBD		Parts Manual (Bidder to Specify Paper or Electronic)	0	\$
TBD		Service Manual (Bidder to Specify Paper or Electronic)	0	\$

List standard paint colors: _____

Contains recycled materials – Y/N: _____ if Yes _____%. (Will not be part of the evaluation)

BIDDERS MUST COMPLETE THE FOLLOWING COST ALLOCATION CATEGORIES:

COST ALLOCATION CATEGORIES				
As a baseline for evaluation of price adjustment requests for this Contract, Bidders shall indicate the percentage of total costs for the following cost elements. The sum of all percentages must equal one hundred percent. Bidders may add additional cost categories if appropriate. Failure to complete the following cost category information may render your bid not responsive.				
Cost of Materials	Labor Cost	Utilities	Transportation	Other