

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 0B101116	OPENING DATE (1:00 p.m.) September 25, 20015	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. DRC-3372	BID NOTICE DATE September 8, 2015	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: Dept. of Rehab & Corrections DRC-OSS-714 DRC CENTRAL OFFICE PO Box 182880 Columbus, OH 43218-2880 / Tel (877) 644-6771		SHIP TO: Ohio Penal Industries 11437 Rt. 762 Orient, OH 43146 Attn: Jeff McNulty	
DELIVERY REQUESTED F.O.B./DEST. P.P.D. <u>15 days ARO</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>FOUR (4) NEW, 2015 OR NEWER, 5,000 LB. CAPACITY, INTERNAL COMBUSTION MOTOR, CUSHION TIRE FORKLIFTS</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 four (4) Model Year 2015 or Newer 5,000 lb. Capacity Forklifts 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 forklifts that include 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.	4	EA	Model Year 2015 or Newer 5,000 lb. Capacity Forklift with 24 inch Load Center, Dual Fuel General Motors or equal, 3.0 liter – Overhead Valve, 8-Port Cylinder Head, and Pneumatic Tires.	\$	\$

MANUFACTURER IDENTIFICATION OF COMMODITY: All bidders are to indicate in the spaces below the manufacturer's name, model, and brand or style number for product bid. Failure to comply with this stipulation may result in the bidder being deemed not responsive.

Manufacturer of Forklift: _____
 Model No. & Year: _____
 Brand / Style: _____
 Engine Type: _____
 Forklift Warranty: _____
 Powertrain Warranty: _____

Vendor 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. Normal routine maintenance is not included in this provision.

All equipment shall be new and unused.

TRADE-IN FORKLIFTS:

Bidders are required to enter the trade-in price for the four (4) forklifts listed below.

1. 1995 Nissan C1 3F 475 5,000 lb. capacity with side shift; hours = 10,665: \$ _____
2. 1990-91 Daewoo GC 25 S2 5,000 lb. capacity; hours = 86,854: \$ _____
3. 1990-91 Daewoo GC 255 5,000 lb. capacity with side shift; serial# 06-04-504; hours = 9,714: \$ _____
4. 1990-91 Daewoo GC 255 5,000 lb. capacity with side shift; serial# 06-04-503; hours = 9,374: \$ _____

The Trade In Units will be available for inspection on the 10th day of September, 2015 at 10:00 a.m. at the following location:

Ohio Penal Industries
 11437 Rt. 762
 Orient, OH 43146

The contact person for this pre-scheduled viewing is Mr. Jeff McNulty, telephone# 614-877-4507. Contact Mr. McNulty for directions to the OPI Warehouse near the Corrections Training Academy on the Institution grounds.

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.

FORKLIFT(S):

Standard Specification Items	Minimum Requirements	Y/N	Standard Specification Items	Minimum Requirements	Y/N
Engine:			Cab:		
2.4L Engine with EPA Compliant Multi-Point LPG Fuel Injection System	Required		Overhead Guard: Standard Height	Required	
Single Speed Powershift Transmission	Required		Vinyl Full-Suspension Safety Seat	Required	
Upright Height Requirements:			Lights:		
Tripe Stage Mast Full Height 205”	Required		Front Work Lights – 2 Headlights – OHG Mounted (Adjustable)	Required	
Overall Height Lowered 88.8”	Required		Rear Combination Lights – Brake, Tail, Backup	Required	
Free Lift Height 67.0”	Required		Warning Lights: Yellow Strobe Light	Required	
Carriage:			Standard Equipment:		
37” Hook Type Class II	Required		Single Auxiliary Valve	Required	
37” Class II – 8” Total Sideshift	Required		Operator Cell with Isolation Mounts	Required	
37” Wide x 48” High Load Backrest	Required		Cowl Mounted Control Levers	Required	
42” x 4” x 1.75” Forks	Required		Power Steering	Required	
Mast Tilt of 5 Deg Back/3 Deg Forward	Required		Tilt Steering Wheel	Required	
Hose Adaptations: Single – 2 Hoses (Internal)	Required		Traction Disable Seat Switch, OPS	Required	
Auxiliary Control Valve: 3 Spool Valve with 1 Additional Lever	Required		Raised Air Intake	Required	
Tires:			Aluminum Square-Fin Radiator with High Capacity Cooling System	Required	
Drive Tires: Rubber – 21 x 7 x 15 Smooth	Required		LED/Digital Full Featured Instrument Display with Digital and Audible Warnings of Engine Functions	Required	
Steer Tires: Rubber – 16 x 5 x 10.5 Smooth	Required		Automatic Engine Shutdown System	Required	
Warranty:			Low Fuel Warning	Required	
Mfg. Standard Warranty (Min.)	Specify on Page 3		Automotive Style Fuse Box	Required	
			Audible Back-Up “Smart” Alarm	Required	
			Rear Handle with Horn Button	Required	

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 four (4) used forklifts (as specified on page 3 of this bid) in trade. It is recommended interested parties view the forklifts prior to submitting their bids. At the time bids are being evaluated, it will be determined whether the trade-in pricing will be accepted. The trade-in pricing submitted by the bidder will be taken into consideration when evaluating the bids and awarding the contract. The trade-in pricing of the four (4) forklifts, if accepted by the State of Ohio, will be deducted from the bid price of the forklifts on the Purchase Order. Successful bidder will be responsible for pickup and removal of Trade In Units from the location listed below. Once a contract is awarded, failure of the bidder to have inspected the Trade In Units will be insufficient reason to support any request to be released from the contract. The Trade In Units will be available for inspection on the 10th day of September, 2015 at 10:00 a.m. at the following location:

Ohio Penal Industries
11437 Rt. 762
Orient, OH 43146

The contact person for this pre-scheduled viewing is Mr. Jeff McNulty, telephone# 614-877-4507.

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 15 days after receipt of purchase 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. 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 successful bidder/contractor must contact the Ohio Department of Rehabilitations and Corrections office a minimum of two days prior to delivery or Trade In Unit Pickup for an appointment. To schedule an appointment, please call 614-877-4507, Attention: Jeff McNulty.

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 Penal Industries
11437 Rt. 762
Orient, OH 43146

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 forklifts 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.