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: RS902310 OPENING DATE (1:00 p.m.): MARCH 31, 2010 General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk	STREET ADDRESS ☐ Check if remit address is different and list on separate sheet CITY / STATE / ZIP COUNTY / MBE/EDGE CERTIFICATE NUMBER TELEPHONE NO. ( ) / TOLL FREE NO. 1 - ( ) CONTACT PERSON / FAX NO. ( )
REQ./INDEX NO. MAC069 BID NOTICE DATE MARCH 22, 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)

☐ E-Mail ☐ 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): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.

ADDENDUM FOR CHANGE
ADDENDUM NO.: 01
REVISION DATE: 03/22/10

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:

BUS MAINTENANCE AND REPAIR SERVICE

Attached are pages 1 and 3-17 to this Invitation to Bid. Remove the corresponding pages from the existing bid and replace with the attached.

As indicated herein this addendum is issued to correct the effective date of the bid from 03/01/10 to 04/12/10.

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: RS902310 / OPENING DATE (1:00 p.m.): MARCH 31, 2010	STREET ADDRESS ☐ **Check if remit address is different and list on separate sheet**
	CITY / STATE / ZIP
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk	COUNTY / MBE/EDGE CERTIFICATE NUMBER
	TELEPHONE NO. ( ) / TOLL FREE NO. 1 - ( )
	CONTACT PERSON / FAX NO. ( )
REQ./INDEX NO. MAC069 / BID NOTICE DATE MARCH 22, 2010	CONTRACTOR'S E-MAIL ADDRESS

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THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:

BUS MAINTENANCE REPAIR SERVICES

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 04/12/10 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 02/28/13 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.

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.

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.

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.

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 State Purchasing 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.

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.

MULTIPLE AWARD CONTRACT: This Bid is issued to award establish a Multiple Award Contract (MAC). A MAC is a contract with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The State's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to his campaign committees.

ESTABLISHED BUSINESS: To be considered responsive, the Bidder must, at the time of Bid submission be an established business firm with all required licenses, bonds, facilities, equipment and trained personnel necessary to perform the work in this Bid. Documented Proof may be required upon request by the Office of Procurement Services.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will review every Bid response to insure that the Bidder has properly responded to all of the requirements of the Bid. The State will award to all responsive and responsible bidders.

CONTRACT AWARD: A Contract will be awarded to all responsive and responsible Bidders.

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, Bidders may visit the Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded 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 Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the Bid response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the Bid response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive and the Bid response will be immediately disqualified with no further consideration given for potential awarding of the Contract.

For specific submission requirements, Bidders should refer to Specifications and Requirements and the Bid Submission Check List for a listing of those mandatory submissions due with the Bid response and those other submissions that should be submitted with the Bid response, but which do not become mandatory until requested during the Bid evaluation period.

SPECIAL CONDITIONS: The Director, Department of Administrative Services reserves the right to Bid large or unusual requirements, for items that may be a part of the awarded Contract, under a separate Bid.

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the Bidder's response. Exceptions will not disqualify a Bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal Bid responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid response.

*Correct the effective date from 03/01/10 to 04/12/10 change effective 03/22/10.

SPECIAL CONTRACT TERMS AND CONDITIONS

INCURRED COSTS: The State is not liable for any costs incurred by the Bidder prior to issuance of a Contract.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the Bid/Bid response/Contract.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment 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 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 (i.e. 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.

SUBCONTRACTING: The awarded Contractor shall be solely responsible for the Contract. Subcontracting by the Contractor shall not be permitted unless approved by the State. On a per project basis, the Contractor shall clearly identify which requirements are subcontracted and identify the subcontracting company, corporation, etc. and responsible business contacts therein. No Contractor shall engage a subcontractor for work on State property without the prior written approval of the agency or entity that issued the original purchase order.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract prices(s) will remain firm for the first six (6) months duration of the Contract. Thereafter, 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 cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include 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.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. “Termination/Suspension” and Provision II. of the “Contract Remedies:” of the “Standard Contract Terms and Conditions”.

*Correct the effective date from 03/01/10 to 04/12/10 change effective 03/22/10.

SPECIAL CONTRACT TERMS AND CONDITIONS

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive Bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both State agencies and political subdivisions, under this Contract by calendar quarter (i.e. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

INVOICES

Remit to:
Ohio Shared Services
P.O. Box 182880
Columbus, OH 43218-2880

*Correct the effective date from 03/01/10 to 04/12/10 change effective 03/22/10.

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this Contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both State agencies and political subdivisions using this Contract.

The Contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to the Treasurer, state of Ohio and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a Contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

INSURANCE DOCUMENTS: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverages required by this Contract. As required, the documents must include a current Workers' Compensation Certificate and an Acord Certificate of all applicable insurance coverages and must include all required Commercial General Liability endorsements as described in Articles S-12 and S-13 of the Supplemental Terms and Conditions of this Contract.

Failure to maintain compliant insurance coverage per Article S-14 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Gail Harper.

USAGE REPORTS: Every three (3) 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 line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Gail Harper.

*Correct the effective date from 03/01/10 to 04/12/10 change effective 03/22/10.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

A. The purpose of this Contract is to provide a ready, reliable source of bus maintenance and replacement and/or repair parts for buses. The bus fleet consist of 12 vehicles used daily to transport prisoners to medical facilities and administrative transfers, etc. There may be other bus vehicles repaired outside of the 12 listed buses because this contract is available for use by All State Agencies and Cooperative Members.

B. Service and maintenance could be performed at the Contractors place of business or at the location of the vehicle. The location of the repair will be made upon mutual agreement between the Contractor and the agency.

C. Services the Contractor must be able to perform or provide will include all types of bus repair and maintenance work; including but not limited to mechanical/diesel engine repair, exhaust, brake systems, electrical/electronic systems, radiator, transmission, alignment, fuel systems, air conditioning repair, heater repair/ventilation, hydraulics, suspension, tires, floor repair/rebuild, turbo, etc. Required service will also include preventative maintenance work and towing services. Glass service and accident repair/bodywork are included in this solicitation.

II. GENERAL REQUIREMENTS

A. Contractors must have quick repair turn around due to the limited number of vehicles available. It is the obligation of the Contractor, upon notification, to schedule and perform the necessary work to be done within twenty four (24) hours.

B. Contractors must have a location where bus can be towed after hours during an emergency.

C. Contractors must also have/be available to complete urgent same day repairs due to vehicle necessity. If an emergency occurs after hours and the institution absolutely must have bus repaired due to necessity, the Vendor must be willing to complete repairs during off hours.

D. CONTRACT and AMENDMENTS: Contract(s) issued as a result of this Bid shall contain all the rates, costs, agreements and conditions made by the Contractor and the State and may not be modified orally or in any manner other than by an official addendum in writing issued by the Director, Department of Administrative Services. All notices concerning a request for any proposed amendment, change and/or exercising any clause of this Contract shall be sent by the Contractor in writing to Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395. The Director, Department of Administrative Services shall give approval or disapproval on the notice.

D. The ordering facility may request verification of prices charged by requesting printed copies of the referenced labor rate manual and/or current manufacturer's list prices. Such verification materials should accompany a copy of the Contractor's invoice to verify costs.

E. The Entity is to be billed parts and labor for only the time actually spent in completing the work in accordance with this Contract. All material and parts used in the repair/service of the vehicle shall be new and built to manufacturer's specifications so as to be equal to the manufacturer's original parts. Installation shall be performed in a skillful and workmanlike manner.

III. SPECIFIC REQUIREMENTS

A. Using agencies will select Contractor(s) to be utilized based on the following factors:

1. Low cost factor, reflected by the percent discount offered, meeting the terms and conditions of this Bid.

2. Each Bidder must submit with his Bid a list of his service centers and dealer stores available within the state to provide parts, repair and maintenance service. If the Bidder has only one location, he shall so note on the Bid response page.

3. Successful Bidder's ability to handle quantities of vehicles, indicated by the number of service locations throughout the state. Bidder's signature on the front of this Bid certifies the number of locations indicated on the proposal page. *Correct the effective date from 03/01/10 to 04/12/10 change effective 03/22/10.

SPECIAL CONTRACT TERMS AND CONDITIONS

III. SPECIFIC REQUIREMENTS Continued

B. Each Contractor listed as a part of this Contract must meet the following requirements.

1. The Contractor must have an ASE Certified Diesel Mechanic on staff.

2. The Contractor must have certification and experience in working with warranty bus air conditioning systems that are manufactured by Carrier and Trans-Air.

3. Any extraneous service(s)/repair(s) required by any Entity vehicle and not covered by this Contract shall be at the same rate and mutually negotiated between the State agency and the Contractor (for example, bodywork).

C. OVERTIME: If the Contractor has a second shift staff to handle emergencies then no overtime will be paid. Overtime will only be paid if the staff's normal shift has to be extended in order to complete emergency repairs. In this case the Contractor will be paid at time and a half.

D. WARRANTY: All parts shall carry not less than the manufacturers stated warranty. All labor shall be warranted not less than comparable to the accepted norm of the industry, depending upon the service performed.

E. The Contractor must have at least five (5) years of experience.

F. The Contractor must furnish three (3) references where similar services as requested in the Bid were successfully performed.

IV. AUTHORIZED SERVICE OUTLETS

Bidder must provide a list of all retail outlets from which service may be procured. Listing should include the following:

BUSINESS TAX IDENTIFICATION NUMBER	CONTACT PERSON	SPECIAL NOTES
NAME OF BUSINESS	TELEPHONE NUMBER	
STREET ADDRESS	TOLL FREE NUMBER	
CITY, STATE, ZIP CODE	FAX NUMBER	

Retail outlets may include stores or service centers of the Bidder/Contractor and affiliated dealers. For purposes of this Bid/award, affiliated dealer will mean any store or service center, either owned/operated by the Bidder/Contractor or privately owned/operated, but carrying the Bidder/Contractor's name and/or line of products.

All stores and service centers that are to be part of this Bid/award must be identified by the Bidder/Contractor. The list of retail outlets and their information as detailed above must be provided to the Office of Procurement Services as a compact disc. The compact disc should be provided with the Bid response or within five business days after notification from the Office of Procurement Services. Anything that differs from the corporate norm can be noted for the specific site. This can include a different labor rate or limited hours of operation. Service centers can be organized either alphabetically or by geographic region.

If during the term of this Contract, the Contractor needs to make additions or deletions to the list of authorized service centers, such notice must be sent to the Office of Procurement Services for publication of an addendum to all using agencies. Only service centers listed in the Contract and/or subsequent addenda will be authorized to provide service under this Contract.

*Correct the effective date from 03/01/10 to 04/12/10 change effective 03/22/10.

SPECIFICATIONS AND REQUIREMENTS

Description of Bus Fleet

INSTITUTION	LICENSE #	YEAR	MAKE	MODEL	TYPE OF ENGINE	MILEAGE
BECI	13-391	2000	Bluebird		Diesel 6 cylinder, Cummins 5.9	339,000
GCI	13-372	1998	Bluebird		Diesel 6 cylinder, Catepillar 3116	421,000
HCF	13-613	2008	International	Wheelchair	Diesel 6 cylinder, Cummins DT466 "wet-sleeved"	64,000
MACI	13-248	2000	Bluebird		Diesel 6 cylinder, Cummins 5.9	161,000
MANCI	13-427	2005	Bluebird		Diesel 6 cylinder, Catepillar C7	241,000
PCI	13-292	2008	International	Wheelchair	Diesel 6 cylinder, Cummins DT466 "wet-sleeved"	26,000
SOCF	13-389	2006	International		Diesel 6 cylinder, Cummins DT466 "wet-sleeved"	141,000
WCI	13-486	2000	Bluebird		Diesel 6 cylinder, Cummins 5.9	378,000
LOANER	13-104	1998	Bluebird		Diesel 6 cylinder, Catepillar 3116	323,000
LOANER	13-141	1998	Bluebird		Diesel 6 cylinder, Catepillar 3116	367,000
LOANER	13-556	1993	International	Mini	Navistar DTA360	140,000
LOANER	13-612	1994	Bluebird		Diesel 6 cylinder, Catepillar 3116	358,000

INSTITUTIONS AND ADDRESSES

BECI - Belmont Correctional Institution (68518 Bannock Rd., S.R. 331, St. Clairsville, OH 43950)
GCI - Grafton Correctional Institution (2500 South Avon Beldon Rd., Grafton, OH 44044)
HCF - Hocking Correctional Facility (16759 Snake Hollow Rd., Nelsonville, OH 45764)
MACI - Madison Correctional Institution (1851 St. Rt. 56, London, OH 43140)
MANCI - Mansfield Correctional Institution (1150 N. Main St., Mansfield, OH 44901)
PCI - Pickaway Correctional Institution (11781 At. Rt. 762, Orient, OH 43146)
SOCF - Southern Ohio Correctional Facility (Lucasville-Minford Rd., Lucasville, OH 45699)
WCI - Warren Correctional Institution (St. Rt. 63, Lebanon, OH 45036)
Loaner Buses - Ohio Penal Industries or possibly one of the institutions if loaned out. (1221 McKinley Ave., Columbus, OH)

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BID PRICE PAGE

CONTRACT PERIOD: MARCH 01, 2010 THRU FEBRUARY 28, 2013			
STANDARD INVENTORY – CURRENT MANUFACTURER'S LIST (C.M.L.) FOR PARTS: REPAIR AND REPLACEMENT:		% DISCOUNT FROM C.M.L. %	
NON-STANDARD INVENTORY – SPECIAL ORDER PARTS FOR REPAIR AND REPLACEMENT:		COST PLUS MARKUP % %	
NUMBER OF AUTHORIZED SERVICE OUTLETS:	#		
MONDAY-FRIDAY HOURS OF OPERATION: AM to PM	WEEKEND HOURS OF OPERATION: AM to PM	EMERGENCY HOURS OF OPERATION AM to PM	EMERGENCY PHONE #
STANDARD LABOR RATE PER HOUR:	$	DISCOUNTED LABOR RATE PER HOUR:	$
TOWING SERVICE:	BIDDER TO INDICATE METHOD OF CHARGE FOR TOWING SERVICE:	$ PER MILE (MI)	$ FLAT RATE
LIST ANY OTHER SPECIAL SERVICES AVAILABLE: (pricing is not required)		LIST ANY BUNDLED SERVICES OR MTNCE SERVICE SPECIALS:	NET PRICE PER SERVICE OR SPECIAL
(1)		(1)	$
(2)		(2)	$
(3)		(3)	$
(4)		(4)	$
(5)		(5)	$
(6)		(6)	$

NOTICE TO BIDDERS: Bidder should insert a response in each open space above: price, percentage, zero, hours of operation, not applicable (N/A), or reference Special Notes on the CD containing the list of Authorized Service Outlets.

*Correct the effective date from 03/01/10 to 04/12/10 change effective 03/22/10.

WARRANTY SURVEY

Warranty Repairs

Are you a warranty center for any of the following body and component companies? Check all that apply.

__Thomas Body Company

__Blue Bird Body Company

__Trans Air Manufacturing

__Carrier Transicold

__Penn Tex Alternators

__Freedman Seating Company

__CE White Seating Company

__International Body Company

__Allison Transmission

__Cumins Engines

__Caterpillar Engines

__Rico Wheelchair Lift Equipment

__Leech Ne Ville Alternators

_____(Name) Other

Warranty Information

Length of Warranty on parts_____

Length of Warranty on labor_____

Information provided on this page will not be used as part of the evaluation.

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AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST

Reference: Supplemental Contract Terms & Conditions – Page 10, Article S-13

Automobile Liability: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker, or Subcontractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

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 Subcontractor 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.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the Bid Response. Failure to complete this page may deem your Bid not responsive.

*Correct the effective date from 03/01/10 to 04/12/10 change effective 03/22/10.

INSURANCE REQUIREMENTS

Bidders should provide with their Bid, documentation of the following insurance coverage 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 (CGL) Insurance:
    a. Limits of $500,000.00 per occurrence.
    b. Limits of $1,000,000.00 annual aggregate.
    c. To be compliant, the CGL policy must include the following three endorsements:
        1) a blanket waiver of subrogation.
        2) a statement that the Contractor's CGL coverage is primary over any other coverage.
        3) designate the state of Ohio as an additional insured.

Notice to Bidders regarding the certificates of insurance: If the Bidder does not currently carry the amounts of coverage and/or the required endorsements specified above, the Bidder should provide a letter from their insurance company stating that the Bidder's coverage will be increased to the specified amounts and/or the required endorsements will be added to the policy upon award of the ensuing Contract. The letter from the insurance company should also be submitted with the Bid.

Failure to submit the compliant insurance certificate or letter, as applicable, with the Bid may deem your Bid not-responsive.

An updated insurance certificate, compliant with the requirements of the Contract Terms and Conditions, must be delivered to the Office of Procurement Services within ten (10) working days after notification of pending award. Failure to provide a compliant certificate within the stated timeframe will cause the State to deem the Bidder not-responsive and no further consideration for award will be given.

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CONTRACTOR DISCLOSURE CERTIFICATION

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Page 8, Standard Contract Terms and Conditions, Section V, Item Q): Bidders seeking to enter into a supplies Contract shall disclose the following:

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.

DISCLOSURE OF SERVICE PROVIDERS (See Page 8, Standard Contract Terms and Conditions, Section V, Item G): Bidders seeking to enter into a service Contract shall disclose the following:

a) Principal location of business for the Contractor (City/State/Country)

_____

b) Principal location of all Subcontractors (Name/City/State/Country)

_____

_____

c) Location where services will be performed (Name/City/State/Country)

_____

_____

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

_____

_____

By the signature affixed to Page 1 of this Bid, the 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, locations where services 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.

This completed form should be returned as part of the Bid Response. Failure to complete this page may deem your Bid not responsive. *Correct the effective date from 03/01/10 to 04/12/10 change effective 03/22/10.

BIDDER DISCLOSURE STATEMENTS:

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the Contract, and the best interests of the State.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A	Has the Bidder and/or subject company had a Contract cancelled for default or cause?		
B	Has the Bidder and/or subject company been assessed any penalties including liquidated damages, under any of its existing or past Contracts with any organization or governmental entity?		
C	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?		
D	Has trading in the stock of the subject company ever been suspended? Give date and explanation.		
E	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?		
F	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?		
G	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company been convicted of a felony or is currently under indictment on any felony charge?		
H	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company had a finding for recovery action issued by the Ohio Auditor of State for a sum of funds due the state of Ohio?		

By the signature affixed to Page 1 of this Bid, the Bidder hereby certifies that the above information is true and accurate.

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STATE OF OHIO – OFFICE OF BUDGET AND MANAGEMENT
CONTRACTOR FORMS REQUIREMENTS

FEDERAL TAXPAYER IDENTIFICATION FORM W-9

Notice to Bidders

All Bidders should download the attached Federal Taxpayer Identification W-9 Form and submit it as part of their Bid Response. The W-9 form must be completed and must display an original signature. Copied or stamped signatures are not acceptable.

To download the W-9 form from your internet explorer:

- type: http://www.obm.ohio.gov/miscpages/forms/default.aspx
- scroll down to Vendor Forms
- from the list of pdf files, select IRS Form W-9
- download, complete the form, submit with the Bid Response

This requirement applies to all Bidders: Bidders who have not previously done business with the State as the awardee of an Office of Procurement Services competitively Bid Invitation to Bid, Request for Proposal, or State Term Schedule, and also to currently awarded Contractors as well. The Office of Budget and Management (OBM) requires that all Contractor W-9 forms be periodically updated by submission of a new form.

This completed form should be returned as part of the Bid Response. Failure to complete this page may deem your Bid not responsive.

CONTRACTOR ACCOUNT INFORMATION FORMS

Notice to Bidders

All Bidders should navigate to the Office of Budget Management (OBM) website at http://www.obm.ohio.gov/miscpages/forms/default.aspx. Scroll down to VENDOR FORMS. Located at this site are several downloadable forms and letters of instruction necessary to either establish or revise Contractor information for input into the new OBM OAKS financial system. Note that if Direct Deposit of State Warrants is desired, this form (OBM-1234 – rev 01/2007) must contain an original signature and must then be mailed directly to the OBM Vendor Compliance Unit.

Download the following, review, and submit as applicable. All forms not required to be sent directly to OBM should be returned as part of the Bid Response. Failure to complete these required forms may deem your Bid not responsive.

FORMS FOR SUBMITTAL	INSTRUCTIONAL NOTICES
EFT – Direct Deposit Form OBM - 1234	Dear state of Ohio Potential Vendor Letter
New Vendor - Information Form OBM - 3456	Instructions for Authorizing Agreement for Direct Deposit
Current Vendor - Information Change Form OBM - 3457	Warrant Changes in OAKS with a Sample Warrant

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AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY
MANDATORY PLAN REGISTRATION

Notice to Bidders

Equal Employment Opportunity: The Contractor will comply with all State and Federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a Contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site:
http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx
. Failure to complete these required forms may deem your Bid not responsive.
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BID SUBMISSION CHECK LIST

SUBMITTED	SUBMITTAL DESCRIPTION	PAGE REFERENCE
	*** MANDATORY SUBMITTALS TO ACCOMPANY THE BID RESPONSE**	
_____	BID COVER PAGE, SIGNED IN BLUE INK	PAGE 1
_____	BUY OHIO & DOMESTIC PREFERENCES	PAGE 2
_____	BID PRICE PAGE	PAGE 10
	**** SUBMITTALS REQUIRED DURING THE EVALUATION PROCESS**	
_____	ASSISTANCE TO TERRORISTS DECLARATION (DMA)	PAGE 2
_____	SECTION III, ITEM E: EXPERIENCE OF 5 YEARS	PAGE 8
_____	SECTION III, ITEM F: THREE (3) REFERENCES	PAGE 8
_____	WARRANTY SURVEY	PAGE 11
_____	AUTOMOBILE LIABILITY CHECKLIST	PAGE 12
_____	INSURANCE REQUIREMENTS AND ENDORSEMENTS	PAGE 13
_____	CONTRACTOR DISCLOSURE CERTIFICATION	PAGE 14
_____	BIDDER DISCLOSURE STATEMENTS	PAGE 15
_____	FEDERAL TAXPAYER IDENTIFICATION FORM W-9	PAGE 16
_____	OBM CONTRACTOR INFORMATION FORMS	PAGE 16
_____	AFFIRMATIVE ACTION PLAN COMPLIANCE	PAGE 16

* Mandatory submissions must be submitted with the Bid Response. Failure to submit these documents shall deem the Bidder as not responsive and their Bid will be disqualified.

** Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services.

After notification by the State, failure to provide these documents as required, will cause your Bid to be deemed as not-responsive, and no further consideration for award will be given.

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.

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