

BIDDER GUIDE

The following information is provided by the City of Columbus to assist you in navigating the formal bid procedures. This information is not to supersede or replace any of the actual bid specifications or requirements; its sole purpose is to provide information on the process. If you have any questions regarding the process, please contact the appropriate City of Columbus representative listed on the bid solicitation (for specification questions see instructions below).

Any addenda issued by the City of Columbus will be posted on this site. The City of Columbus will send notification of addenda to Bidders that have an active login id and password with Columbus Vendor Services and are registered for the commodity code(s) associated with this solicitation.

Though the notification methods above will be utilized to notify bidders of addenda it is ultimately the Bidder's responsibility to check this site for verification of any issued addenda.

IN ORDER FOR YOUR BID TO BE CONSIDERED: (CHECK ONE BELOW)

☒ **Pricing** is to be entered into the corresponding Lines in the body of the RFQ **OR**

☐ **Pricing** is to be entered into the attachment of the RFQ. Please print, complete, and attach your completed price listing to your bid response.

The following documents must be completed and attached to your response. Complete this checklist to confirm the items required in your bid. Failure to submit the listed documents may be cause for rejection of your bid. :

- ☒ Reference Pages
- ☒ Subcontractor Information
- ☒ Experience Documentation
- ☒ Literature
- ☒ Warranty

Please refer to Page 15 of the Vendor Services User Guide for guidance using the Attachment feature to attach references, literature, warranty information and any other documentation as needed.

EQUAL OPPORTUNITY CLAUSE

- (1) The contractor/vendor/bidder will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by M/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the city.
- (4) The contractor shall permit access to any relevant and pertinent reports and documents by the ODI director for the sole purpose of verifying compliance with this Title and ODI regulations. All such materials provided to the ODI director by the contractor shall be considered confidential.
- (5) The contractor will not obstruct or hinder the ODI director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.
- (6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- (7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid certification number as provided for in Title 39.
- (8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Title 39 may result in cancellation of this contract.

**ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE CERTIFICATION
NUMBER ISSUED BY THE OFFICE OF DIVERSITY AND INCLUSION.**

***To obtain a Contract Compliance number register at the City of Columbus Vendor
Services website: <http://vendors.columbus.gov/sites/public>***

1. Login to the City of Columbus Vendor Services Site and register with the city of Columbus. Once that is completed and approved by the purchasing office, log back in and do the following:
2. Select **Questionnaires** from the Common menu located on the left navigation bar.
3. Next select EBO Quest. (this is the contract compliance application)
4. Question 1 will be displayed; Answer question 1 and select **Forward**.
5. Proceed through the questionnaire answering each question and selecting **Forward** to continue. Once you have reached and answered the last question select **End** to submit.
6. Then the questionnaire will be received by the ODI Office, reviewed and process within 2 business days or less. For additional questions regarding this process, contact the Office of Diversity Inclusion at 614-645-4764.

City of Columbus Home Page: www.columbus.gov

INFORMATION FOR BIDDERS

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Bidders", shall take precedence over any provisions in "Information for Bidders" to the extent inconsistent.

SUBMISSION OF PROPOSAL

Responses must be entered and submitted electronically in the body of the RFQ. Some RFQs require pricing lists or additional documents to be attached to the RFQ response electronically. In rare instances documents require submission via regular mail delivery. Refer to the "Proposal Information" section of the specifications for instructions for submission. Any unauthorized conditions, limitations or provisions attached to the proposal may render the bid nonresponsive and result in its rejection.

ACCEPTANCE AND REJECTION

This proposal submitted by the bidder to the City of Columbus will be accepted or rejected within a period of 180 days from bid opening date. The City reserves the right to waive technicalities, and to request a rebid on the required material. If more than one item, prices shall be quoted on the units requested. However, each item shall be considered a separate bid and the City reserves the right to award a contract on each item separately or on all items as a whole or any combination thereof. Bidders whose proposal is made on an "All or None" basis must clearly state such fact in the proposals.

Each RFQ issued by the City shall state that the RFQ may be cancelled and that any RFQ response may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF PROPOSALS

Bidders may withdraw their RFQ response at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his response for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

DEFAULT PROVISION

In case of default by the bidder or the contractor, the City of Columbus may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

SIGNATURE REQUIRED

By submitting this response electronically, bidder/proposer is affixing an electronic signature as defined by the Ohio Uniform Transactions Act. Said signature represents that he/she has the authority to bind the entity to the terms and conditions contained herein.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

PRICING

Bidders are to quote firm or fixed prices for the duration of any contract which may be a result of this proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point include freight estimate and full value insurance cost.

CONTRACT AND BOND

The bidder to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the Finance & Management Director, become irresponsible, then said Director shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety or sureties to the satisfaction of the said Director, within ten (10) days after notice. In default thereof the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid.

Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

Federal and/or State Taxes are not to be included in prices quoted. The successful bidder will be furnished an exemption certificate if needed.

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

DELIVERY

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

QUALITY

Unless otherwise stated by the bidder, the RFQ response will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addenda issued in relation to this bid document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled bid opening date. In addition, to the extent possible, notice will be e-mailed to each person registered as having interest in the commodities selected for this bid. Total bid inquiry or specific item cancellations may be issued later than that time specified above.

WITHHOLDING OF INCOME TAX

All bidders are advised that in order for a contract to bind the City, each contract must contain the provisions found in Section 361.34 C.C.C. with regard to income taxes due or payable to the City of Columbus for wages, salaries and commissions paid to the contractor's employees as well as requiring those contractors to ensure that subcontractors withhold in a like manner.

CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

INFORMATION FOR BIDDERS (Continued)

IN THE EVENT OF A CONTRACT

1. Where applicable according to the specifications successful seller shall transfer and deliver to City goods which conform to the specifications.
2. The City shall accept from seller goods that conform to the specifications, and shall pay for the goods in accordance with the terms of an agreement, which may result from this proposal.
3. The risk of loss from any causality to the goods regardless of the cause of the casualty shall be on seller until the goods have been delivered at the address designated in the order and are approved after inspection by the City.
4. Seller warrants and represents that seller has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods, and at the time of delivery shall be free from any security interests or other lien or encumbrance.
5. If there is a breach by seller of the warranty against encumbrances granted by seller in an agreement, which may result from this proposal, the City shall have the option to cancel an agreement, which may result from this proposal.
6. Seller shall defend any action brought against the City so far as the action is based on a claim that the goods, or any part of the goods, furnished under an agreement which may result from this proposal constitutes an infringement of any patent of the United States or a trademark. Seller shall be notified promptly in writing of the action and be given authority, information, and assistance, at the expense of seller, for the defense of the action. Seller shall pay all damages and costs awarded in the action. In case the goods or a part thereof are held to constitute infringement and the use of the goods or part thereof is enjoined, seller shall, at the expense of the seller, either procure for the City the rights to continue using the goods, replace the goods or a part hereof with non-infringing goods of equal or better quality, modify the goods so that the goods become non-infringing while continuing to meet or exceed the original specifications, or retake the goods and refund the purchase prices and the transportation and installation costs of the goods at the option of the City.
7. Seller warrants that (1) the goods to be supplied pursuant to an agreement which result from this proposal are fit and sufficient for the purpose intended, (2) the goods are merchantable, of a good quality, and free from defects, whether patent or latent, in material or workmanship and (3) the goods sold to the City pursuant to an agreement which may result from this proposal conform to the specifications. The particular purpose of which the goods are required may be set forth in the specifications.
8. The benefit of any warranty made in an agreement which may result from this proposal by seller shall extend to the City and to the employees of the City, any employee of the City may bring an action directly against seller for damages or injuries sustained by the employee resulting from any breach of warranty by seller.
9. All goods ordered shall be subject to final inspection and approval at the facility of the City designated for delivery. Any goods, which do not conform to the order of the City, may be rejected by the City. The City may hold any goods rejected pending instructions from the seller or the City may return goods to seller at seller's expense.
10. If any tender or delivery by seller is rejected by the City for nonconformity, no notice of intention to cure can be effective unless it is received by the City agency within five (5) days after notice of rejection is sent to seller.
11. The liability of the City for either non-acceptance of conforming goods or repudiation of the agreement which might result from this proposal shall be limited to the difference between the market price at the time and place for tender of the goods and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City.
12. An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance

between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.

- 13 Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.
- 14 This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.
- 15 The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

LOCAL CREDIT

Pursuant to City of Columbus Ordinance # 2607-2012, in determining the lowest bid for a contract the local bidder credit will not be applied.

ENVIRONMENTALLY PREFERABLE PURCHASING

In evaluating bids or offers for materials, supplies, equipment, construction and services, preference will be given to an environmentally preferable bidder who offers a product or service equal to or superior to that of a non-environmentally preferable bidder or offeror and that the environmentally preferable bid or offer does not exceed by more than 5% (up to a maximum of \$20,000) the lowest responsive and responsible and best bid from any non-environmentally preferable bid or offer. The environmentally preferable bidder will be required to demonstrate to the city agency procuring the product or service how their bid is equal to or superior to that of a non-environmentally preferable bidder. Where the bidder or offeror is local, the applicable credit for a local bidder or offeror shall be calculated first.

CERTIFICATE OF TITLE ON EQUIPMENT

If applicable to this purchase, all documents required to obtain a State of Ohio Certificate of Title **must** be delivered to:

**Fleet Management Administrator
City of Columbus/Fleet Management Div.
4211 Groves Road
Columbus, Ohio 43232**

After signature by the Fleet Management Administrator, an original title is to be delivered to the above address within three (3) days. No payment for vehicles requiring a title will be authorized by the Fleet Management Administrator until a valid title is received.

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful bidder shall be notified as to which terms and conditions, if any, have been deleted.

**City of Columbus, Department of Public Safety
Electric Forklift
Detailed Specifications**

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** It is the intent of the City of Columbus, Department of Public Safety to obtain formal bids to establish a contract for the purchase of one (1) 3-Wheel Sit-Down AC Electric powered forklift truck with a weight capacity of 4,000 Lbs. and one (1) charger for the unit to be used for the loading/unloading of materials and the transportation of items at the Groves Road Public Safety Complex.
- 1.2 **Classification:** The contract resulting from this bid proposal will provide for the purchase and delivery of one (1) 3-Wheel Sit-Down AC Electric powered forklift truck with a weight capacity of 4,000 Lbs. and one (1) charger for the unit. All Offerors must document the manufacture certified reseller partnership. Bidders are required to show experience in providing this type of equipment and warranty service as detailed in these specifications.
- 1.2.1 **Bidder Experience:** The offeror must submit an outline of its experience and work history in these types of equipment and warranty service for the past five years.
- 1.2.2 **Bidder References:** The offeror shall have documented proven successful contracts from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.
- 1.3 For additional information concerning this bid, including procedures on how to submit a proposal, you must go to the City of Columbus Vendor Services web site at <http://vendors.columbus.gov/sites/public> and view this bid number.

2.0 APPLICABLE PUBLICATIONS AND STANDARDS

- 2.1 Must meet or exceed all City, State, Federal safety guidelines and standards.
- 2.2 All OSHA applicable guidelines and standards.
- 2.3 References to a particular trade or manufacturer's model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies.
- 2.4 **ANSI / ITSDF-56.1 2005 Safety Standard for Powered Industrial Trucks:** The overhead guard on the forklift truck must meet all applicable mandatory requirements of ANSI/ITSDF-56.1 2005 Safety Standard for Powered Industrial Trucks.
- 2.5 Federal Motor Vehicle Safety Standards (F.M.V.S.S)

3.0 REQUIREMENTS

**City of Columbus, Department of Public Safety
Electric Forklift
Detailed Specifications**

3.1 General Information:

- 3.1.1 **Term:** The contract awarded as a result of this proposal is for a one time purchase.
- 3.1.2 **Pricing:** Bidders are to bid firm or fixed prices, FOB Destination, Freight Prepaid and Allowed. All pricing must include manufacturer warranty. All manufacturer warranties will be passed on to the City of Columbus.
- 3.1.3 **Quantity:** One (1) 3-Wheel Sit-Down AC Electric powered forklift truck, Toyota model 8FBE20U with a weight capacity of 4,000 lbs, or equivalent and one (1) Crown Charger, Model 36-935-31, or equivalent.
- 3.1.4 **Quality Standards:** The City intends to purchase new, unused and the most current model. The specifications describe a minimum acceptable requirement which a bidder has to meet. However, the bidder is allowed to exceed a minimum requirement where the excess enhances the function of the unit and which the City can accept. It is not acceptable for a bidder to exceed a maximum desired limit.
- 3.2 **Bidder Requirements:** The City will use the requirements of this section to determine if each bidder meets the minimum standards to be considered a responsible bidder. **Please print, complete and attach** Reference pages and attach any supplemental pages as may be necessary to meet these requirements. **For instructions on how to attach a document to your bid, go to page 15 of the Vendor Services User Guide.**
- 3.2.1 **Experience Required:** Documentation shall include (at a minimum) information meeting the following criteria.
- 3.2.1.1 **Equipment and Warranty Capabilities:** Offerors must document, and submit in a letter attached to the bid, their capability of providing the equipment and warranty service specified herein.
- 3.2.1.2 **Manufacturer Relationship:** The offeror shall provide the history of their relationship with manufacturer(s) that will potentially be providing these types of equipment/parts and warranty service for the past five years, including but not limited to the following:
- a) Length of the relationship
 - b) Level of the relationship
 - c) A brief history of the relationship
- 3.2.2 **References:** The offeror shall have documented proven successful contracts from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.
- 3.2.2.1 **Contact Information Required:** The reference contact information shall include the customer name, customer e-mail address, street address, telephone number, fax number, contact name and equipment purchase date.

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Electric Forklift
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3.2.2.2 **Equipment / Warranty Service Information:** A description of the equipment/parts provided and type of warranty service that was provided.

3.2.3 **Subcontractor Information Required:** If subcontractor(s) are to be used, please list names, addresses, telephone numbers and a contact person for each subcontractor. All subcontracts must have valid contract compliance certification.

3.2.3.1 **Subcontractor Contact:** Should the offeror use subcontractors, the City shall use the offeror as the primary contact point.

3.2.3.2 For further instructions on how to submit "Vendor Questions" through the Vendor Portal, please see Section "Add Vendor Questions" provided on page 16 of the City of Columbus Vendor Services User Guide.

3.2.3.3 The City has instructional videos to assist bidders at the portal. Tutorial videos are available to be viewed through You Tube or by clicking the following link:

https://www.youtube.com/channel/UCTIkGGM7GHITzoqQVNJIA/videos?shelf_id=0&view=0&sort=dd

3.3 Product Requirement Specifications:

3.3.1 Item# 1: One (1) TOYOTA MODEL 8FBE20U 3-WHEEL SIT-DOWN AC ELECTRIC FORKLIFT with a weight capacity of 4,000 lbs. or Equal.

3.3.1.1 The forklift truck shall have 4,000 pound lifting capacity at 24" load center, be AC electric powered.

3.3.1.2 Unit shall have a safety tilt control for the mast with improves stability and prevents the operator from inadvertently placing the unit in an unstable condition.

3.3.1.3 Unit shall have an AC Drive and AC Lift System.

3.3.1.4 Unit shall have a momentary hold/controlled descent feature

3.3.1.5 Unit shall have automatic fork leveling feature that is controlled by a button.

3.3.1.6 Travel speed capability shall be 9.90 mph at minimum.

3.3.1.7 Lift speed capability shall be 118 fpm at minimum

3.3.1.8 Unit shall have a 48 volt electrical system.

3.3.1.9 Wheel and tires shall be cushion type. Front-18x7x12-1/8; Rear-15x5x11-1/4 or equivalent to model.

3.3.2 Mast, Carriage and Forks:

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- 3.3.2.1 Mast: 3 stage full free lift – maximum 189” fork height, and 83.5” lowered with a minimum 35.6” free lift w/standard Load Backrest.
- 3.3.2.2 Mast Tilt: Minimum 5 degrees forward / 6.5 degrees backwards.
- 3.3.2.3 Carriage: ITA Hook Type, 36” carriage
- 3.3.2.4 Load Backrest: 42” high or equivalent to model.
- 3.3.2.5 Forks: 1.6” x 5” x 48” - Class II
- 3.3.2.6 Overhead Guard: Overhead guard shall be steel and designed for high visibility, tall – 81” maximum.
- 3.3.2.7 Steering: Shall have on-demand hydrostatic power steering w/memory tilt steering column.
- 3.3.2.8 Attachments: Cascade 36” integral side shifting fork positioner (includes 4 way valve w/3rd and 4th function housing).

3.3.3 Additional Equipment:

- 3.3.3.1 Rear assist grip w/horn button.
- 3.3.3.2 Pencil/tape holder (mount on overhead guard leg)
- 3.3.3.3 Steering wheel w/knob
- 3.3.3.4 Adjustable volume backup alarm
- 3.3.3.5 Battery 48 volts 24-85-15
- 3.3.3.6 Crown Charger Model 36-935-31

3.3.4 Requested Features:

- 3.3.4.1 Regenerative braking
- 3.3.4.2 Wet disc brakes
- 3.3.4.3 500 hour periodic maintenance interval
- 3.3.4.4 On demand full hydraulic power steering
- 3.3.4.5 Thermal protection indicator
- 3.3.4.6 Operator Presence Sensing System
- 3.3.4.7 Travel Power Control (programmable acceleration)
- 3.3.4.8 Planned maintenance indicator
- 3.3.4.9 Foot operated parking brake
- 3.3.4.10 Electric shift control

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- 3.3.4.11 Dual operator assists grips
- 3.3.4.12 Rubber floor mat
- 3.3.4.13 Dash mounted cup holder
- 3.3.4.14 Digital multifunction display
- 3.3.5 **Item# 2:** Charger, Crown model #36-935-31 or equivalent model to sustain charging capabilities for the forklift on line# 1.

- 3.3.5.1 **Alternates:** Bids will be considered on units complying with the specifications. **All alternates must be detailed in an attached letter to bid and the Manufacturer and Model clearly identified.** Explanations must fully state what is to be furnished. All alternates must exceed specifications. The City of Columbus reserves the right to determine whether any proposed alternates are within the specifications.

4.0 SAMPLING, INSPECTION AND TEST PROCEDURES

- 4.1 **Demonstration:** The City reserves the right to require a demonstration of any equipment prior to award of the bid. Such demonstration shall be conducted, at the sole discretion of the City, either on roads in the City of Columbus, or in another municipal setting in Franklin County, Ohio where such equipment is in daily operation. All costs associated with such demonstration are to be the responsibility of the supplier. All demonstrations shall be concluded within five (5) working days after notification of demo request. Failure to comply may be used as a basis for rejection of the bid.
- 4.2 **Inspection:** All parts shall be thoroughly, physically inspected upon delivery by an authorized representative of the Department of Public Safety for verification of conformance to the specifications. Any damaged, defective, or substandard item shall be promptly removed by the supplier, and replaced at no cost to the City of Columbus. The supplier will be responsible for all shipping costs.

5.0 ORDERING, DELIVERY and INVOICING

- 5.1 **Ordering Procedure:** A written purchase order will be established by the Director of Finance and Management. The Purchase Order will have the delivery information and invoice information.
- 5.2 **Delivery days after Order:** Bidder shall insert in the "Discount" tab of the bid the Lead Time expressed as the number of calendar days after receipt of order that delivery will be made. Vendors shall state actual delivery time in calendar days in the space provided under Delivery/Payment Terms. Delivery time may be a factor in determining award of bid. Failure to deliver in the days proposed may lead the City to consider the contract holder in partial or full breach of the contract. In the case of such breach, the City reserves the right to pursue all remedies and actions available under this contract and relevant law.

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- 5.2.1 **Delivery Location:** The equipment will be delivered FOB Destination Freight Prepaid and Allowed (Seller Bears All Freight Costs) to:

City of Columbus
Division of Fleet Management
4211 Groves Road
Columbus, OH 43232

- 5.2.2 The City of Columbus requires no less than twenty-four (24) hours advance notice before the actual delivery, contact William Lytle at 614-645-7344 for arrangements. Delivery can be made Monday through Friday 8:00 AM – 3:30 PM (local time), except on a City of Columbus recognized holiday. City of Columbus personnel will uncrate any carton packaging.

- 5.3 **Packaging:** All items must be packaged in the minimum standard packing material designed to protect against damage during shipment. Note the use of Environmentally Friendly materials is encouraged.

- 5.4 **Invoicing:** Each invoice shall show the City Purchase Order number, a brief description identifying the item, the unit price, and the total amount. The invoice amount must exactly match the purchase order amount in accordance with the bid proposal. All Invoices should be mailed to the following address to ensure proper payment:

City of Columbus
Department of Public Services
4211 Groves Road
Columbus, OH 43232

6.0 **NOTES**

- 6.1 **Online Bidding Instructions:** Bidders are requested to quote firm or fixed prices on the corresponding line item(s) only. Within the "Comment" section of each line bidders are requested to provide the make, model and manufactured year of the unit quoted. It is understood that all parts that may not be specifically mentioned must be included to make the unit operational and complete.

- 6.1.1 **Alternates:** Bids will be considered on units complying with the specifications. All alternates must be detailed in an attached letter to bid. Explanations must fully state what is to be furnished. All alternates must exceed specifications. The City of Columbus reserves the right to determine whether any proposed alternates are within the specifications.

- 6.1.1.1 **Attachments:** For instruction on attaching documents to online quotes, please see page 15 of the "City of Columbus Vendor Services User Guide", made available through the Vendor Portal.

- 6.2 **Warranty:** The equipment specified herein shall be covered by the manufacturer's warranty at no additional charge. Bidders shall submit warranty on a separate sheet

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attached to the bid proposal.

- 6.2.1 **Warranty Period:** The warranty period shall be a minimum of 12 months at no additional charge. Bidders shall submit copies of the warranty as an attachment with the bid proposal.
- 6.2.2 **Fully Franchised:** The bidder shall contract with a warranty service provider whose primary business is the sale and/or repair of the equipment proposed in this bid proposal. Warranty service must be performed by a franchised OEM dealer that is authorized by the manufacturer(s) to perform warranty service. The warranty work shall be the responsibility of the successful bidder and the successful bidder shall coordinate all warranty work. Any defects shall be corrected and the equipment returned to the City within ten (10) days for written (mail, email or fax) notification of the service need. Any defects shall be corrected without cost to the City of Columbus. Under no circumstances shall the "out of operation" time of the equipment exceed ninety (90) days. Warranty work is not deemed complete until Fleet Management has accepted work as satisfactory.
- 6.2.3 **Warranty Service Logistics:** Cost of transport of equipment for warranty purposes shall be the responsibility of the successful bidder. The successful bidder will be required to pick-up the equipment and transport it to the warranty service location. At the successful bidder's discretion, the equipment may be transported (not towed) to a location within Franklin or contiguous counties. For a warranty service location outside of a contiguous county, the equipment must be transported (not towed).
- 6.3 **Literature:**
- 6.3.1 To aid in the evaluation of bids, all bidders are to furnish with this bid current published literature and Dealer's specifications that best explains the unit offered, model and identification of the options that meet or exceed the specifications. Published literature shall include pictures and complete descriptive matter.
- 6.3.2 Bidders shall submit a copy of dealer's build sheets with bid.
- 6.4 **Manuals:**
- 6.4.1 The successful bidder shall supply two (2) copies of all parts lists, service, maintenance, and operation manuals upon delivery of the equipment to the City of Columbus. The City of Columbus would prefer that all parts and service manuals be supplied on CD-ROM.
- 6.5 **Correspondences:** During the bidding and evaluation process Offerors are strictly prohibited from communicating with any City employees or officers regarding the solicitation. Any communication from the vendor to the City should be limited to only the contact(s) listed in the RFQ and/or below. A violation of this section on the part of the Offeror may lead to disqualification.

All correspondences regarding this bid should be sent via email to nmison@columbus.gov, or:

City of Columbus, Department of Public Safety
Electric Forklift
Detailed Specifications

City of Columbus Purchasing Office
77 N. Front Street, 5th Floor
Columbus, OH 43215
ATTN: Nancy Ison

City of Columbus
Department of Public Safety
Electric Forklift

REFERENCES

The bidder must briefly document its capabilities and submit an outline of its experience and work history in Electric Forklifts and warranty service for the past five years by submitting the contact information of References from four (4) separate equipment sales. References should consist of projects of a similar scope, complexity, and cost.

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:

City of Columbus
Department of Public Safety
Electric Forklift

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:

City of Columbus
Department of Public Safety
Electric Forklift

SUBCONTRACTORS INFORMATION (IF APPLICABLE)

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Work performed from _____ to _____

Work Performed: _____

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Work performed from _____ to _____

Work Performed: _____
