



**OHIO TURNPIKE AND  
INFRASTRUCTURE COMMISSION**

**ADDENDUM NO. 1**  
**ISSUED JULY 24, 2023**

**to**

**BID INVITATION NO. 4437**

**FURNISHING SNOW PLOW BLADES**

**OPENING DATE: 2:00 P.M. (EASTERN TIME), AUGUST 2, 2023**

**ATTENTION OF BIDDERS IS DIRECTED TO:**

**ANSWERS TO QUESTIONS RECEIVED THROUGH 3:00 P.M. ON JULY 24, 2023**

**AND**

**REVISIONS TO BID INVITATION – Part 5 (Page 5-1), Part 6 (Page 6-3), and Part 8 (Page 8-2) –  
See attached**

Issued by the Ohio Turnpike and Infrastructure Commission through Aimee W. Lane, Esq., Director of Contracts Administration.

Aimee W. Lane, Esq.  
Director of Contracts Administration

July 24, 2023

**ANSWERS TO QUESTIONS RECEIVED THROUGH 3 P.M. ON JULY 24, 2023:**

- Q#1 Our dilemma is that it clearly states under the items listed “Failure to submit a bid for all Items shall invalidate the bid.”  
As steel blades and rubber blades are very different, would you still consider a bid if there is no bid for the rubber blades? Or is this bid an all or nothing bid?**
- A#1 A bidder must submit a bid for all Items within a Group, a Bidder may submit a response to one (1) or more Groups. An award will be made, if any award be made, to the bidder determined to be the lowest responsive and responsible bidder for each Group. If a bidder is determined to be the lowest responsive and responsible bidder for more than one (1) Group, all such Groups will be included in a single award.*
- To be considered for Award, Bidders must bid on all Items within a Group.*
- Part 5 (Page 5-1), Part 6 (Page 6-3) and Part 8 (Page 8-2) of the Bid Invitation have been revised and are included with this Addendum No. 1.*

**END OF ADDENDUM NO. 1**

## **PART 5**

### **BID FORM INSTRUCTIONS**

Bids are solicited herein, for furnishing Snow Plow Blades for use on Commission owned snow and ice trucks. Bids shall be in strict compliance with the requirements of the Specifications and the other Contract Documents.

~~The bidder must submit a bid in response to all Items. An award will be made, if any award be made, to the bidder determined to be the lowest and best for one or all items. Failure to submit a bid for all Items within the group shall invalidate the bid.~~

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A bidder must submit a bid for all Items within a Group, a Bidder may submit a response to one (1) or more Groups. An award will be made, if any award be made, to the bidder determined to be the lowest and best for each Group. If a bidder is determined to be the lowest and best for more than one (1) Group, all such Groups will be included in a single award.

To be considered for Award, Bidders must bid on all Items within a Group.

The Commission reserves the right to reject all Bids and to waive minor technical defects or irregularities.

Bidders are to complete all of the following forms attached hereto and submit them with their Bids.

- 1) Bid Form.
- 2) Bid Schedule of prices.
- 3) Signed and notarized Bidders Non-Collusion Affidavit.
- 4) Proof of Insurance coverage required under the Special Provisions.
- 5) Combination Bid/Guaranty Performance Bond or certified check, cashier's check or letter of credit as Bid security (if specified on the Notice to Bidders).
- 6) Small Business Enterprise (SBE) Certification (Part 11) –

(A) If the SBE goal is waived, complete the Small Business Enterprise Certification form to indicate if Bidder is a certified SBE, MBE, or LDBE or intends to utilize a certified subcontractor. Bidders do not need to be a certified SBE, MBE or LDBE to submit a Bid. or

(B) If an SBE goal is established and set forth in the Notice to Bidders, Bidders must complete the Small Business Enterprise Participation Certification and Plan Utilization. If the Small Business Enterprise Participation Certification and Plan Utilization fail to document commitment to achieve the SBE goal, Bidders must also complete the Good Faith Efforts Demonstration document.

- 7) Completed and signed Certificate for Domestic and Ohio Preference Form. (If furnishing goods, materials or other supplies to the Commission).
- 8) Completed and Signed Affirmation and Disclosure Form (Executive Order 2019-12D) Governing the Expenditure of Public Funds on Offshore Services.
- 9) Completed and Signed Affirmation Disclosure Form (Executive Order 2022-02D) State of Ohio's Response to Russia's Unjust War on the County of Ukraine.

In determining whether a Bidder is responsible, factors to be considered include without limitation:

- Preferences required by law, where applicable;
- The experience of the Bidder, including without limitation experience in timely providing quality services, materials and/or goods within Contract price and schedule and change order, claim, dispute resolution and litigation experience;
- The financial condition of the Bidder;
- The conduct and performance of the Bidder on previous Contracts with the Commission and other Persons, which shall include without limitation compliance with federal, state and local criminal and civil laws and regulations, particularly debarment and suspension processes, Equal Employment Opportunity, applicable Administrative Rules, OSHA regulations and Prevailing Wage Laws, capacity to resolve issues in a timely, businesslike and cost-effective manner and the provision of qualified personnel until completion of the Contract;
- The facilities of the Bidder;
- The management skills of the Bidder including without limitation quality of supervision of employees, Subcontractors and relations with Material Suppliers, and other similar persons;
- The ability of the Bidder to execute the Contract properly including without, limitation, the particular tasks involved;
- The effort made to comply with the Commission's desire to transact business with minority and other disadvantaged businesses; and
- The commitment or Good Faith Efforts to achieve the SBE goal identified on the Notice to Bidders.

**PART 6**  
**BID FORM**  
**INVITATION NO. 4XXX**

**TO THE OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION:**

The undersigned Bidder, having full knowledge of the matter contained in the Contract Documents, proposes to furnish to the Ohio Turnpike and Infrastructure Commission ("Commission") in strict compliance with the Specifications and all other Contract Documents, the articles identified in the following Bid Schedule at the price offered and as set forth therein. The undersigned Bidder agrees to accept and fulfill a Purchase Order as the Contract between the Contractor and the Commission, incorporating the Contract Documents as defined in the Commission's Bid Invitation.

The undersigned signatory for the Bidder represents and warrants that he or she has full and complete authority to submit this Bid to the Commission and to enter into a Contract if the Bid is accepted.

The Bidder is a \* \_\_\_\_\_  
organized under the laws of the State of \_\_\_\_\_.

\*Indicate whether an individual, a partnership, or a corporation, and, if latter, the state of incorporation

Federal Tax ID # \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

**BIDS ARE VALID THROUGH SIXTY**  
**(60) CALENDAR DAYS AFTER BID**  
**OPENING**

\_\_\_\_\_  
(Name of Bidder)  
\_\_\_\_\_  
(Signature and Title)  
\_\_\_\_\_  
(Print Name and Title)  
\_\_\_\_\_  
(Post Office Address of Bidder)

\* Bids shall contain only firm, net prices void of escalator or other contingent clauses, and shall not include any state and/or federal taxes.

Above prices shall be net thirty (30) days after delivery and acceptance of the Items covered by the Contract and receipt of invoice for the same. Any term discount for payment within twenty days after delivery and acceptance of the Items covered by the Contract and receipt of invoice shall be as follows: \_\_\_\_\_ % of Bid price. (See "Discount Terms" in the Additional Terms.)

**DELIVERY DESTINATION LOCATIONS**  
**(F.O.B. DESTINATION, FREIGHT ALLOWED)**

**ELMORE MAINTENANCE BUILDING:**

20100 S.R. 105  
Elmore, Ohio 43416

Located west of Interchange 81 at M.P. 79.7 on the north side of the Ohio Turnpike right of way, on State Route 105, near Elmore, in Ottawa County, Ohio.

**HIRAM MAINTENANCE BUILDING:**

9196 S.R. 700  
Windham, Ohio 44288

Located east of Interchange 193 at M.P. 198.6 on the south side of the Ohio Turnpike right of way, on State Route 700, in Portage County, Ohio.

**SCHEDULE OF PRICES / PROPOSAL  
For  
SNOW PLOW BLADES**

**Group I**

**Delivered To Elmore Maintenance Building**

<u>Item No.</u>	<u>OTIC Part No.</u>	<u>Description</u>	<u>Manufacture Name/Part No.</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1	72853	Blade, Plow (Soft) 144"		20	Ea.		
2	72858	Blade, Plow (Carbide Tip) 48"		50	Ea.		
3	72863	Blade, Plow (Soft) 96"		20	Ea.		

**Total:**

**Delivered To Hiram Maintenance Building**

<u>Item No.</u>	<u>OTIC Part No.</u>	<u>Description</u>	<u>Manufacture Name/Part No.</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
4	72853	Blade, Plow (Soft) 144"		20	Ea.		
5	72858	Blade, Plow (Carbide Tip) 48"		150	Ea.		
6	72863	Blade, Plow (Soft) 96"		30	Ea.		

**Total:**

**Group II**

**Delivered To Hiram Maintenance Building**

<u>Item No.</u>	<u>OTIC Part No.</u>	<u>Description</u>	<u>Manufacture Name/Part No.</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
17	72859	Blade, Plow (Rubber) 120"		20	Ea.		

**Total:**

**Note:** A bidder must submit a bid for all Items within a Group, a Bidder may submit a response to one (1) or more Groups. An award will be made, if any award be made, to the bidder determined to be the lowest and best for each Group. If a bidder is determined to be the lowest and best for more than one (1) Group, all such Groups will be included in a single award.

To be considered for Award, Bidders must bid on all Items within a Group. ~~The Bidder must submit a bid in response to all items. An award will be made, if any award be made, to the bidder determined to be the lowest and best for one or all items. Failure to submit a bid for all Items shall invalidate the bid.~~

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**QUESTIONNAIRE**

**CARBIDE TIPPED SNOWPLOW BLADES**

Bidder shall furnish the following information for the specified carbide tipped blades offered in the Proposal:

Manufacturer  
Model No (s): \_\_\_\_\_

Manufacturer & Identification: \_\_\_\_\_

Tungsten Carbide width and Length \_\_\_\_\_

Braze shear strength, p.s.i. \_\_\_\_\_

Tungsten Carbide Properties

Density: \_\_\_\_\_

Hardness: \_\_\_\_\_

Transverse Rupture Strength: \_\_\_\_\_

Thickness of plow blade (Blank): \_\_\_\_\_

Quality of steel used for plow blank: \_\_\_\_\_

I certify that the above-described blades are manufactured by

Name and address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

That I have personal knowledge that all questions hereon have been answered correctly and completely, and that all blades furnished will be in strict compliance with the information given herein.

Name \_\_\_\_\_

Title \_\_\_\_\_



**PART 8**  
**SPECIAL PROVISIONS**

**Data to be Submitted by Bidder:**

Snow Plows Blades shall be provided in accordance with the attached Specifications. The Bidder shall submit with their bid, the manufacturer's technical and descriptive data covering their proposed item to be furnished under the Specifications. Each package shall be labeled, with complete identification of the product and manufacturer.

The descriptive data to be submitted with each Bid shall be used in evaluating Bids. This data, however, will not be considered part of the Bid and will not authorize the furnishing of material not meeting the Specifications.

The Commission may, but shall not be obligated to, disregard any misdescription of any detail of the material contained in the Bidder's Bid, on determining, that said detail has in fact been inadvertently or otherwise erroneously described or set forth. In such case, the Commission may accept or reject the Bid on the basis of the correct information concerning the materials offered therein.

**Delivery:**

The delivery of snow plow blades shall be completed sixty (60) days following the issuance of Purchase Authorization.

The Vendor shall not make delivery or cause delivery to be made at any time other than normal weekday working hours, Monday through Friday, between the hours of 8:00 A.M. and 3:00 P.M., exclusive of holidays. Contact for Elmore Delivery will be Jeffrey Landel, Division I Superintendent. Contact for Hiram delivery will be Matthew McMullen, Division II Superintendent.

The Commission assumes no obligation or responsibility to the Vendor with regard to the use of rear access delivery routes. It is the responsibility of the Vendor to keep informed at all times during the period of the Purchase Authorization of availability of rear access routing.

If in the event it is necessary to use the Turnpike to complete delivery, the Vendor shall be required to pay the regular toll fee. No exceptions will be made.

**Quantity Summary and Delivery Location**

**Group I**

<u>Item</u>	<u>OTIC Part No.</u>	<u>Description</u>	<u>Total Qty.</u>	<u>Delivery Locations</u>
1	72853	Plow Blade, 144" (Soft)	20	Elmore Maintenance Building
2	72853	Plow Blade, 144" (Soft)	20	Hiram Maintenance Building
3	72858	Plow Blade, 48" (Carbide)	50	Elmore Maintenance Building
4	72858	Plow Blade, 48" (Carbide)	150	Hiram Maintenance Building
5	72863	Plow Blade, 96" (Soft)	20	Elmore Maintenance Building
86	72863	Plow Blade, 96" (Soft)	30	Hiram Maintenance Building

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**Group II**

91	72859	Plow Blade, 120" (Rubber)	20	Hiram Maintenance Building
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To be considered for Award, Bidders must bid on all Items within a Group.

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**Delivery Locations:**

**Elmore Maintenance Building-**

Jeffrey Landel, Division I Superintendent  
Located west of Interchange No. 81 at M.P. 79.7, on the North side of the Ohio Turnpike right of way; on State Route 105, in Ottawa County.

**Hiram Maintenance Building-**

Matthew McMullen, Division II Superintendent  
Located east of Interchange No. 193 at M.P. 198.6, on the South side of the Ohio Turnpike right of way; approximately one half (1/2) mile north of State Route 303, in Portage County.

A liquidated damage clause shall be included in Special Provisions, established at the following rates:

- Item 1 \$5.00 per day per delivery location for each calendar day of overrun in time.
- Item 2 \$5.00 per day per delivery location for each calendar day of overrun in time.

**Method of Payment:**

For payment purposes, the Contractor shall prepare and submit to the Commission's Accounts Payable, 682 Prospect Street, Berea, Ohio 44017, an original copy of invoice for services at each individual location. Invoices consolidating items contained on two (2) or more locations are unacceptable and cannot be honored for payment. Invoices may be submitted electronically to the following e-mail address: [apinvoicing@ohioturnpike.org](mailto:apinvoicing@ohioturnpike.org)

**Insurance:**

Immediately upon the execution of the Contract, the Selected Contractor shall forward to the Commission certificates of insurance which show that the Selected Contractor is insured by an insurance company or companies rated A- or better by A.M. Best and approved by the Commission. Said insurance shall be maintained in full force and effect until the Contract has been fully and completely performed. It shall protect the Selected Contractor and the Commission from liability and claims for damages for bodily injury, including wrongful death, personal and advertising liability and for damages to property caused by an accident arising from the Selected Contractor's performance of the Contract. Said insurance shall provide that in the event of cancellation or expiration of the policy, a thirty (30) day advance notice thereof will be given to the Ohio Turnpike and Infrastructure Commission.

The Selected Contractor shall purchase and maintain Commercial General Liability Insurance, for liability and claims for damages for bodily injury, including wrongful death, personal and advertising liability and for damages to property caused by an accident, including employer's liability, in an amount not less than \$1,000,000 per occurrence, \$1,000,000 general aggregate. Coverage shall be on an occurrence form and include contractual liability

The Selected Contractor shall, at its own expense, also purchase and maintain Commercial Automobile Liability Insurance covering liability arising out of the ownership, maintenance or use of all owned, non-owned, and hired automobiles including mobile equipment in an amount of not less than a Combined Single Limit of \$1,000,000 for Bodily Injury and Property Damage.

The Ohio Turnpike and Infrastructure Commission shall be endorsed as an additional insured on the Commercial General Liability and Commercial Automobile Liability policy or policies. The insurance policy or policies shall be primary and non-contributory. The above-described certificates of insurance shall be delivered to and remain in the custody of the Commission and each shall be in form and words satisfactory to the Commission

The Selected Contractor shall also procure and maintain until the Contract has been fully and completely performed, Ohio Worker's Compensation Insurance covering all employees who engage in any work in connection with the performance of the Contract except employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.

The Commission may, at any time, require the Selected Contractor to obtain any additional or other insurance. In each such case, the Commission shall reimburse the Selected Contractor for the net premium cost thereof which reimbursement shall be made at the time of final payment.