



# **Clermont Transportation Connection**

**Fork Lift Truck  
Request for Bid**

**2012**

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## **Overview**

This Request For Bid (RFB) is being offered on behalf of the Clermont County Board of Commissioners, Clermont Transportation Connection - Fleet Maintenance Division for the purchase and delivery of a fork lift truck.

## **Section 1: Required Contents of all Bids**

## **Section 1: Required Contents of all Bids & Bid Organization**

All bids submitted in response to this RFB should be organized as follows and be sent in triplicate:

- Section 1.** Bid Proposal Recap Form
- Section 2.** A copy of this RFB
- Section 3.** A Letter of Transmittal signed by an officer of the company or signed by another employee and accompanied by an affidavit of authority to bind the company.
- Section 4.** The following affidavits:
  - 4.1** Non-collusion affidavit
  - 4.2** Affidavit affirming compliance with 5719.042 and 9.24 ORC
- Section 5.** A bid bond
- Section 6.** Declaration affirming compliance with 2909.33 ORC
- Section 7.** Qualifications
- Section 8.** Pricing per the specification.

The Clermont Sun: 01-19-2012

### Legal Notice

The Board of Clermont County Commissioners will be accepting sealed bids for the purchase and delivery of one (1) Fork Lift Truck. All bids shall be submitted in a sealed envelope marked: **Bid –CTC - Fork Lift Truck**, and must be received in the Office of the Board of County Commissioners, 101 E. Main Street, Batavia, Ohio 45103, no later than **2:00 P.M. Local Time on Thursday, 02-09-2012**, at which time all bids shall be opened and read publicly.

Instructions to bidders, specifications, and bid form outlining the terms and conditions of the proposed purchase may be obtained by interested bidders from:

Ben Capelle  
4003 Filager Road  
Batavia, Ohio 45103  
phone number- 513-732-7577  
Email- [bcapelle@clermontcountyohio.gov](mailto:bcapelle@clermontcountyohio.gov)

regular office hours are 8:00am to 4:30pm Monday through Friday.

A bid bond or certified check, cashier's check or money order on a solvent bank or savings and loan association in the amount of five percent (5%) of the bid, must accompany the bid. The Board of County Commissioners reserves the right to waive any informalities, reject any or all bids and to hold such bids for a period of sixty (60) days before taking any action and to award a contract to the lowest and best bidder. Certified checks, cashier's checks, money order and bid bonds must be filed with original signatures. Facsimile and electronic copies of the certified checks, cashier's checks, money order or bid bonds and Power of Attorney of the Surety will be deemed non-responsive.

This notice is also posted on the contracting authority's internet site on the World Wide Web at the following address: [www.clermontcountyohio.gov](http://www.clermontcountyohio.gov) In order to view the legal notice click on the link Legal Notices located on the Clermont County Home Page. It is also available on the Clermont Transportation Connection (CTC) website located at [www.ctc.clermontcountyohio.gov](http://www.ctc.clermontcountyohio.gov) under "bid opportunities"

BOARD OF COUNTY COMMISSIONERS  
CLERMONT COUNTY, OHIO

Robert L Proud, President  
Edwin H. Humphrey, Vice President  
Archie Wilson, Member  
ATTEST:

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Judith Kocica, Clerk of the Board

Bill to: Clermont County Fleet Maintenance, Attn. Jennifer Morgan, 4005 Filager Road, Batavia, Ohio 45103

## **Section 2: General Instructions to Bidders**

## GENERAL INSTRUCTIONS TO BIDDERS

1. *Bid Submittal:*

Reply to:

**Board of County Commissioners  
Clermont County  
101 E. Main Street  
Batavia, Ohio 45103**

All bids submitted for consideration by the Board of Clermont County Commissioners must comply with these instructions in order to be considered, these instructions set forth minimum requirements as to the terms and conditions of the purchase. Therefore, if any time frames, bid bond or other surety requirements set forth herein are in conflict with stated requirements in the specifications, the specification requirements shall prevail.

2. *Pre-Bid Conference:* No Pre-Bid Conference is scheduled for this project.

3. *Schedule of Activities:* **Bids Due and Opened: Thursday, 02-09-2012 at 2:00 P.M.** local time at the Office of the Board of Clermont County Commissioners, 101 E. Main Street, Batavia, Ohio 45103-2960.

4. *Vendor Requirements:* It is required that the bidder have prior experience/expertise in the area pertaining to the bid proposal items listed in the Legal Notice.

5. *Foreign Corporations:* If the Bidder to be awarded the Contract is a foreign corporation, the Secretary of State has certified that such corporation is authorized to do business in this state; and until if the Bidder so awarded the Contract, is a person or partnership has filed with the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

6. *Implied Requirements:* All products and services not specifically mentioned in the bid, but which are necessary to provide the functional capabilities described by the vendor, shall be included in the vendor's base bid.

7. *Base and/or Alternate Bids:* Bids may contain descriptions of minor options or alternates which may be available to the County, which meets all other specifications. Bid "A" will contain all products and services which are specifically mentioned in the bid request and all others necessary to provide the functional capabilities described by the vendor. Bid "A" shall be the Base Bid and is required by all bidders. Bids "B", "C" and so on will present options or alternatives that the vendor has available to the County.

All bids must clearly identify and detail all costs on an item-by-item basis. Those bidders providing alternate bids must clearly distinguish such items as options. The County reserves the right to award a contract which includes the base bid and/or any combination of alternate bids submitted by any vendor or a multiple of vendors.

8. *Multiple Bids:* Bidders who wish to submit multiple bids may do so. It is required that the bidder select one system as his "base Bid (A)" and supply the complete information requested. If desired, the vendor

may submit more than one base bid. Alternative bids will be indicated as alternate bids and lettered as "Bid B", Bid C", and so on.

9. *Vendor-supplied Materials:* Any material submitted by a vendor shall become the property of the County.
10. *Rejection of Bids:* The County reserves the right to reject any and all bids, to waive any informalities in the bidding procedure, to accept any bid which it deems to be for the best interest of the County and to hold such bids for a period of sixty (60) days before taking action to award a contract.
11. *Bid Identification and Submittal:* Bids shall be clearly marked on the envelope: **Bid –CTC - Fork Lift Truck** and include the bidders name and address. Bids must be in a sealed envelope submitted with one (1) original and two (2) copies. Replies must be received in the Office of the Board of County Commissioners no later than **2:00 P.M., local time on Thursday, 02-09-2012**. Late Bids will not be considered. Bidders will not be permitted to alter their bids after bid closing. Should the bidder wish to mail in the bid, they should send them to the County at the address indicated and must be received by the County prior to the above date and time.
12. *Bid Opening:* Bid opening will occur at **2:00 P.M. local time on Thursday, 02-09-2012** at the Office of the Board of Clermont County Commissioners, 101 E. Main Street, Batavia, Ohio 45103.
13. *Bid Bond:* Bids must be accompanied by a certified check, cashier's check or money order drawn on a solvent bank or savings and loan association in the amount of five (5%) percent of the bid, paid to the order of the Clermont County Treasurer, or a Bid Bond surety of five (5%) percent of the amount of bid pursuant to the provisions of Section 307.88 of the Ohio Revised Code. **Facsimile and electronic copies of the bid bond and Power of Attorney of the Surety will be deemed non-responsive.**

The Bid Bond must be signed by an Authorized Agent of an acceptable Surety Bonding Company and by the Bidder. The Bid Bond must be countersigned by a Resident Agent (State of Ohio) of the Bonding Company as required by Section 5729.09 of the Ohio Revised Code. (Affix Corporate Seals to all copies). The name and address of both the Surety and Surety's Agent must appear on Bid Bond.

Bid Bonds must be supported by:

- (1) Power of Attorney of the Agent, State of Ohio.
- (2) Certificate showing the legal right of the company to do business in the State of Ohio.

Bids may be rejected if all required papers are not returned with the bid.

The bid bond shall be returned:

- (a) If said bid shall be rejected.
- (b) If said bid shall be accepted and the principal shall execute and deliver the contract properly completed in accordance with said bid; and upon delivery of equipment.

14. *Bid Duration:* All prices quoted by the bidder in their bid must remain unchanged for a period of sixty (60) days after the date of bid opening.

15. *Bid Suitability:* When analyzing the bids submitted, when applicable, superior design, technology, workmanship, materials, size of component parts, operating cost, warranty, service facility etc. will be considered in addition to price. It is Clermont County's intent to accept the bid for which a thorough analysis of the bids submitted, proves to be the most suitable for the intended use.
16. *Discounts:* Bidders may offer cash discounts for prompt payment of invoices, but their discounts will not be used in determining the final net prices bid. The County will endeavor to take advantage of such discounts if offered.
17. *Unit Price:* Unit price governs the award unless otherwise specified in the Request For Bid. When the award is based upon lot total prices, unit prices must be entered and extended by multiplying the unit price by the quantity, and totaled on all items. The County may elect to extend or may correct the extension in order to arrive at a correct extended figure.
18. *Cost Liability:* The County assumes no responsibility, and no liability, for costs incurred by the prospective bidders for the purposes of preparing and submitting bids.
19. *Delivery:* Any delinquency in delivery procedures without satisfactory written explanation directed to the Clermont County Commissioners may result in cancellation of the contract and substitution of other goods. The defaulting bidder shall be liable for any increased cost or expenses incurred as a result of such default.
20. *Performance:* The Board of County Commissioners reserves the right to require faithful performance of all things to be done under the contract and may require, as a condition of entering a purchase contract, lease, or lease with option to purchase the bond provided for by Section 153.57 of the Revised Code, with good and sufficient surety in an amount not to exceed the amount of the bid.
21. *Subcontracting:* It is to be understood that no part of this bid shall be assigned, transferred, conveyed, sublet, or otherwise disposed of, without the expressed written approval of the Board of County Commissioners.
22. *Recommendations:* Reference to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the County. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a 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 bid proposal.
23. *Type of Contract:* Bidders should be aware that the contract is to be of a fixed cost nature. Cost plus/percentage of cost contracts will not be acceptable.
24. *Exemption:* Clermont County is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio State Tax. Prices shall not include these taxes.
25. *Receipt and Opening of Bids:* Any bid may be withdrawn prior to the scheduled time and date for the bid opening.
26. *Obligations of Bidder:* At the time of opening of bids, it shall be presumed that each bidder has reviewed the specifications to clear up any questions. The failure of any bidder to examine any bid requirement

shall in no way relieve the bidder of any obligation or condition of these contract documents.

27. *Bidder Qualifications:* The County reserves the right to conduct any investigations that it deems necessary to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract documents to the County's satisfaction within the prescribed time limits. The bidder shall furnish the County any and all such information, documents and data for this purpose that the County may request.
28. *Statements of Conditionality:* Bids which contain statements of conditionality will not be accepted. The County also reserves the right to reject any bid should the information submitted by or the investigation of such bidder fails to satisfy the County that such bidder is sufficiently qualified to carry out any and all obligations of the contract.
29. Contractor hereby agrees to indemnify and hold the county harmless from any claims, demands, or losses of any type or nature to any person, bidder, or corporation arising in any manner from the contractor's performance or failure to perform the work required under the contract and shall pay any judgments, including reasonable attorney's fees and costs.
30. All materials and exhibits submitted in the bid response shall become the property of Clermont County and will not be returned to the bidder. All bids received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to the requirements of Section 149.43 of the Ohio Revised Code. Any portion of the bid that the bidder requires to be treated as confidential in nature must be marked to that effect and provided that the information falls within an appropriate exemption enumerated under Section 149.43 of the Ohio Revised Code, that portion will not be considered public record. A blanket indication of confidentiality or privilege will not be accepted and unless specific materials that fall within the appropriate statutory exemption are identified, the entire bid response will be treated as public record.

**Section 3: Required Supplier Information**

## **REQUIRED SUPPLIER INFORMATION**

Company Background; provide a short description of your company. Include the following information:

- 1.** Organizational structure.
- 2.** Location of main office and any branch offices.
- 3.** Years in business.

**Section 4: Required Forms**

**Required Form i**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1) He is \_\_\_\_\_ of \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) (Company)  
the Bidder that has submitted the attached Bid:

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3) Such Bid is genuine and is not a collusive or sham Bid:

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the Bid price or Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Clermont County or any person interested in the proposed Contract: and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affidavit.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public \_\_\_\_\_,

Printed Name of Notary: \_\_\_\_\_

My Commission expires \_\_\_\_\_.

**Required Form ii**

**AFFIDAVIT IN COMPLIANCE WITH SECTIONS 9.24 AND 5719.042  
OF THE OHIO REVISED CODE**

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

Personally appeared before me the undersigned, a bidder in a competitive bidding  
for \_\_\_\_\_  
(Name of Firm)

for a \_\_\_\_\_ contract let by the County of Clermont, who, being  
(Type of Product or Service)

duly cautioned and sworn, makes the following statement with respect to the personal property taxes on the general tax list of personal property of Clermont County, Ohio:

1. That the undersigned at the time of making this bid on the aforementioned contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Clermont County.
2. That this statement is made in compliance with Section 5719.042 to be incorporated into the contract between the parties as provided in that Section of the Ohio Revised Code.
3. That pursuant to §9.24 of the Ohio Revised Code, if the project for which this bid is submitted has been identified as being funded in whole or in part with funds from the State of Ohio, the affiant further certifies that the bidder, if an individual, or if a corporation, any principal owning more than 10% equitable interest in the corporation, does not have a finding for recovery issued by the Auditor of State which remains unresolved as defined in §9.24 ORC.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public \_\_\_\_\_,

Printed Name of Notary: \_\_\_\_\_

**Required Form iii**

**BID GUARANTY BOND  
FOR COUNTY PURCHASES CLERMONT COUNTY, OHIO**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_, as Principal, and  
\_\_\_\_\_, a corporation under the laws of the State  
of \_\_\_\_\_, having its principal place of business in the  
\_\_\_\_\_ of \_\_\_\_\_,  
\_\_\_\_\_, as Surety, are held and firmly bound unto the Board of  
County Commissioners, Clermont County, Ohio hereinafter called the Oblige, in the penal sum of  
\_\_\_\_\_ DOLLARS, (not to exceed five percent (5%) of bid  
amount) lawful money of the United States of America, for the payment of which, well and truly to be  
made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

SIGNED, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ .

WHEREAS, the said Principal is herewith submitting its bid proposal  
for: \_\_\_\_\_

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall  
be awarded the contract upon said proposal and shall within the required number of days after the  
notice of such award enter into a contract, then this obligation shall be null and void; otherwise the  
Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid  
of the said Principal and the amount for which the Oblige may legally contract with another party to  
perform the said work if the later amount be in excess of the former or, if a contract is not entered  
into with another bidder and the project is resubmitted for bidding then the Principal and Surety will  
be liable for the costs in connection with the resubmission of printing new contract documents,  
required advertising, and printing and mailing notices to prospective bidders, whichever is less; but in

no event shall the Surety's liability exceed the penal sum hereof.

Proposal: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY: \_\_\_\_\_

By: \_\_\_\_\_

Attorney/ Attorney-in-Fact

SURETY COMPANY

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City/State/Zip

## Required Form iv

**Ohio Department of Public Safety**  
**DIVISION OF HOMELAND SECURITY**  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
 In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U. S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	

**DECLARATION**

**In accordance with section 2909.32 (A) (2) (b) of the Ohio Revised Code**

For each question, indicate either “yes” or “no” in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
5. Have you committed an act that you know, or reasonably should have known, affords “material support or resources” to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X \_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

## **Section 5: Technical Specifications**

# SPECIFICATIONS

## General Requirements

The Clermont Transportation Connection, Fleet Maintenance Division is seeking bids for the purchase and delivery of a Fork Lift Truck.

1. The Contractor shall comply with all applicable Federal, State and Local regulations. In the event of any conflict between the requirements of this specification and any applicable legal requirement, then the legal requirement shall prevail.
2. Note: Whenever a specific trade or product name is used within this specification, the following statement applies: "...or approved equal with essentially comparable standards of quality, design and performance." **All requests for approved equals must be approved by CTC prior to the bid opening. All requests for approved equals must be supported with detailed technical information.**

## Technical Requirements

Unit comparable to Caterpillar Model P8000-GE

1. 8000 lb capacity
2. 4.5L , 97 HP 6 Cylinder Diesel Powered Engine or Better
3. 2 Speed Automatic Power Shift Transmission
  - a. 2 Forward Speeds
  - b. 1 Reverse Speed
  - c. Transmission Oil Cooler
  - d. Return to Neutral for Start Feature
4. Column Mounted Forward/Reverse Lever
5. Power boosted brakes
6. 132" High Visibility Duplex Mast, 43" Full Free Lift
7. Tilt Cylinders- 6 degrees forward, 10 degrees backward
8. 47" Wide Carriage
9. 47" Wide Cascade Side Shift
10. 59" x 48" Load Backrest
11. 60" Standard Taper Forks
12. 3 Selection Valve with 3 Levers
13. Overhead guard

14. Internal Hosing- Internal Duplex Mast
15. Full Suspension Seat- Vinyl Fold Down
16. 8.25 x 15 Solid Drive Tires
17. 7.00 x 12 Solid Steer Tires
18. Lighting
  - a. LED Headlights
  - b. LED Tail Lights
  - c. LED Rear Facing Spot Lights x2
  - d. LED Forward Facing Spot Lights x2
  - e. LED Amber warning beacon (roof mounted, on with ignition)
19. Dual Rear View Mirrors
20. Premium Display Panel
  - a. Travel direction indicator
  - b. Combination park brake and fluid level warning
  - c. Transmission oil warning
  - d. Engine oil pressure warning
  - e. Seatbelt warning
  - f. Diagnostic & warning display
  - g. Battery charging warning
  - h. Mast interlock indicator
  - i. Transmission interlock indicator
  - j. Engine coolant temperature gauge
  - k. Fuel gauge
  - l. Combination hour meter & diagnostic display
  - m. Service indicator light
  - n. Speedometer
  - o. Clock
21. Engine Protection System including
  - a. Engine Coolant
  - b. Transmission Oil Temp
  - c. Engine Oil Pressure Cutback.
  - d. Event history
22. Aluminum Core Corrugated Fin Radiator
23. Maintenance Free Battery
24. Anti Restart Ignition
25. Ground Speed Control

- 26. Fuel Saver Mode
- 27. Electronic Back-Up Alarm
- 28. Operator Passcode Functionality
- 29. Overhead Guard Rain Cover
- 30. 2 Year/Unlimited Hour Full Warranty
- 31. 3 Year/6000 hr Powertrain Warranty



## **Section 6: Sample Contract**

**CLERMONT TRANSPORTATION CONNECTION  
CLERMONT COUNTY, OHIO  
CONTRACT FOR **FORK LIFT TRUCK****

**THIS AGREEMENT**, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Clermont County, Ohio acting through its Board of County Commissioners, hereinafter called "County" and \_\_\_\_\_, whose business address is \_\_\_\_\_ hereinafter called "Contractor."

WHEREAS, the County desires to purchase **FORK LIFT TRUCK** for the Clermont Transportation Connection, Fleet Maintenance Division and has pursuant to the Ohio Revised Code, submitted the specifications therefore for public bid and has received bids and previously determined that the bid response of the Contractor is the lowest and best bid; and

WHEREAS, the Contractor is a company recognized and experienced in providing items described in the specifications;

NOW THEREFORE, in consideration of the payments to be made by the County to the Contractor and of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. Contractor shall provide **FORK LIFT TRUCK** for the Clermont Transportation Connection, Fleet Maintenance Division at the total price stated in their bid dated \_\_\_\_\_ attached hereto and incorporated herein by reference.
2. Contractor shall comply with all the terms and conditions of the specifications and other contract documents which are likewise incorporated herein as if same were fully rewritten.
3. Contractor warrants that the equipment, as delivered, will function in accordance with the specifications.
4. The Contractor agrees to deliver the **FORK LIFT TRUCK** within **ninety (90)** days from date of bid award. The County agrees to pay the proposal price within thirty days of receipt of the invoice.

5. Contractor agrees that the above referenced compensation shall be full and complete compensation and shall reflect and be inclusive of any risk of delay from all causes whatsoever, shall further include all transportation/delivery and any other incidental expenses of whatsoever nature which may be necessary.
6. In case of default by the Contractor in any of the provisions of the Contract, the Board of County Commissioners may procure the articles from other sources and hold the Contractor responsible for any excess costs incurred thereby.
7. This Contract shall be governed in accordance with the laws of the State of Ohio.
8. Contractor hereby agrees to indemnify and hold the County harmless from any claims, demands or losses of any type or nature to any person, bidder or corporation arising in any manner from the contractor's performance or failure to perform the work required under this contract and shall pay any judgment or liability obtained or growing out of said claims, liabilities or judgments, including reasonable attorney's fees and costs.
9. This Contract contains all the Agreements and representations between the parties and no modification, expressed or implied shall be effective unless agreed to in writing and executed by the parties hereto.

**IN WITNESS WHEREOF**, the parties have hereunto caused this Contract to be executed by their appointed representatives on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, with the intent to be legally bound thereby.

**BY: BOARD OF COUNTY COMMISSIONERS  
CLERMONT COUNTY, OHIO**

ATTEST:

\_\_\_\_\_  
Robert L. Proud

\_\_\_\_\_  
Judith Kocica, Clerk  
Board of County Commissioners

\_\_\_\_\_  
Edwin H Humphrey

\_\_\_\_\_  
Archie Wilson

**WITNESS:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
(Title)

Approved as to form by the  
Office of the Prosecuting Attorney,  
Clermont County, OH

BY: \_\_\_\_\_

Date: \_\_\_\_\_