

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE  
AMENDMENT NO. 4

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS.

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - VEHICLE REPAIR & MAINTENANCE SERVICE FOR AUTOMOBILES AND LIGHT TRUCKS

Attached are pages 1,6,37-38,50,88 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to reflect a price reduction for Ganley Ford West, Inc. and analyst change.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Jan Jacobs  
jan.jacobs@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

Affected Contractor(s):

0000069313  
Ganley Ford West, Inc.  
16100 Lorain Avenue  
Cleveland, OH 44111

Contractor's Contact: Tim Marcin  
tmarcin@ganleyauto.com

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
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4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: VEHICLE REPAIR & MAINTENANCE SERVICE FOR AUTOMOBILES AND LIGHT TRUCKS

CONTRACT No.: RS900808

EFFECTIVE DATES: 10/01/08 to 12/31/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900808 that opened on 05/30/07 and to Bid No. RS900509 that opened on 09/19/08. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Jan Jacobs  
[jan.jacobs@das.state.oh.us](mailto:jan.jacobs@das.state.oh.us)

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

Signed: \_\_\_\_\_  
Hugh Quill, Director Date \_\_\_\_\_

## 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 Acor 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: Jan Jacobs.

**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: Jan Jacobs.

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

**COMPENSATION NOTICE:** Agency compliance with Administrative Rule 123:6-1-08 governing State Fleet Card purchases requires all State agencies to use the State Fleet Card for all vehicle related procurements under \$2,500.00. Above that threshold amount, the agency may either request a waiver for a higher limit one time card use or agency payment may be made as outlined in Sections S-3 and S-4 of the Supplemental Contract Terms and Conditions by using the Ohio Payment Card, an Auditor of State warrant, or by electronic funds transfer (EFT).

Political subdivisions participating in the State's Cooperative Purchasing Program are not required to use the State Fleet Card and will therefore be making payments according to their local procurement authority rules.

All Contractors must accept the current State Fleet Card, currently Voyager, and any subsequent successor card provider, as payment for services on vehicles belonging to State agencies.

Contact information for Contractor enrollment in the current (Voyager) Ohio State Fleet Card program is through the following point of contact:

Mr. Tom Rajan  
National Account Manager  
Voyager Fleet Systems  
Telephone: (832) 486-1190  
E-mail: [tom.rajan@usbank.com](mailto:tom.rajan@usbank.com)

Enrollment documents for the Voyager program are available thru the following PDF portal: ...

<S:\web\WWWroot\pdf\teletrans.pdf>

**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: Jan Jacobs.

SPECIAL CONTRACT TERMS AND CONDITIONS  
ANNUAL RENEWAL REQUIREMENTS

**INSURANCE RENEWAL DOCUMENTS:** Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverage required by this Contract. As applicable, the documents must include a current Workers' Compensation Certificate and an Acond Certificate of all applicable insurance coverage 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: Jan Jacobs.

**DMA RENEWAL DOCUMENT:** Within thirty (30) days of the annual anniversary date of the Contract inception, the Contractor must submit an updated copy of the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form.

This form is available at [http://www.homelandsecurity.ohio.gov/DMA\\_Terrorist/HLS\\_0038\\_Contracts.pdf](http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf). The Terrorist Exclusion List is available at [http://www.homelandsecurity.ohio.gov/DMA\\_Terrorist/terrorist\\_exclusion\\_list.pdf](http://www.homelandsecurity.ohio.gov/DMA_Terrorist/terrorist_exclusion_list.pdf). In addition, the Contractor must annually update their registration with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov>.

Failure to maintain a current, compliant certificate will be considered a default and will be cause for termination 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: Jan Jacobs.

**AA/EEO RENEWAL DOCUMENT:** Within thirty (30) days of the annual anniversary date of the initial plan acceptance date by EEO, the Contractor must submit an updated copy of their Affirmative Action Program Verification Form from the DAS Equal Opportunity Division. The application form is available at <http://www.das.ohio.gov/Eod/AAEEO.htm>.

Failure to maintain a current certificate in compliance with all State and Federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive orders will be considered a default and will be cause for termination 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: Jan Jacobs.

PRICE SCHEDULE

CONTRACTOR: GANLEY FORD WEST, INC.  
 CLEVELAND, OH

CONTRACT PERIOD: JANUARY 01, 2009 THRU DECEMBER 31, 2010			
ITEM DESCRIPTION	SHOP RATE MANUAL REFERENCED (NAME)	% DISCOUNT FROM FLAT RATE CHARGE	
SHOP RATE MANUAL FOR FLAT RATE LABOR CHARGES:	ALL DATA	N/A %	
STANDARD INVENTORY – CURRENT MANUFACTURER’S LIST (C.M.L.) FOR PARTS: REPAIR AND REPLACEMENT:		% DISCOUNT FROM C.M.L. Cost +10%*	
NON-STANDARD INVENTORY – SPECIAL ORDER PARTS FOR REPAIR AND REPLACEMENT:		COST PLUS MARKUP % 10 %**	
NUMBER OF AUTHORIZED SERVICE OUTLETS:	2		
MONDAY-FRIDAY HOURS OF OPERATION:	8:00 AM to 7:00 PM	WEEKEND HOURS OF OPERATION:	SATURDAY ONLY 8:00 AM to 1:00 PM
STANDARD LABOR RATE PER HOUR:	\$ 116.97	DISCOUNTED LABOR RATE PER HOUR:	\$ 75.00
TOWING SERVICE:	BIDDER TO INDICATE METHOD OF CHARGE FOR TOWING SERVICE:	\$ N/A PER MILE (MI)	\$ N/A 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) MOTORCRAFT DIRECT DEALER		(1) 5 QUARTS OIL LUBE & FILTER	\$ 19.95
(2) FORD POWER STROKE DIRECT DEALER		(2) 2 WHEEL ALIGNMENT	\$ 49.95
(3) FORD AUTHORIZED WARRANTY REPAIR		(3) 4 WHEEL ROTATION	\$ 19.95
(4) BODY & COLLISION REPAIR		(4) FLUSH TRANSMISSION	\$ 149.95
(5) FORD, LINCOLN, AND MERCURY PUBLICATIONS		(5) FLUSH BRAKE SYSTEM	\$ 69.95
(6) ENGINE & TRANS REPAIR, REPLACE, REMANUFACTURE		(6) PASSENGER CAR BRAKE PAD REPLACEMENT	# \$ 99.95 PER AXLE
(7) FREE PARTS DELIVERY W/I DELIVERY AREA		(7) LIGHT TRUCK BRAKE PAD REPLACEMENT	# \$ 129.95 PER AXLE
(8) AIR CONDITIONING DIAGNOSIS & REPAIR			# SUPER DUTY PADS ARE EXTRA
(9) COMPLETE DETAIL SERVICE			

\*Cost +10% for standard inventory parts/replacement

SUMMARY OF AMENDMENTS

<b>Amendment Number</b>	<b>Revision Date</b>	<b>Description</b>
4	7/20/09	Ganley Ford West, Inc.: reduced pricing on standard and non-standard inventory
3	01/16/09	Join Contract Part B (advertised as RS900509) to Contract RS900808
2	08/13/08	NTB: remittance address added
1	07/01/08	Midas: new service location added in Middletown, OH, effective 07/01/08

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