

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. 1

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 - NEW, MODEL YEAR 2010 AUTOMOBILES AND PASSENGER VANS

Attached are pages 1, 2 and 17 through 37 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 add Part B to the contract.

All other prices, terms and conditions remain unchanged.

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

Jack Hill II, CPPB
jack.hill@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):

51472
Charlie's Dodge, Inc.
P.O. Box 370
Maumee, OH 43537
fleetman10@hotmail.com

71431
Germain Ford
7250 Sawmill Rd.
Columbus, OH 43235
frankbeaver@columbus.rr.com

9533
Kistler Ford
5555 West Central Ave.
Toledo, OH 45103
fleetjim@aol.com

49426
32 Ford-Mercury, Inc.
610 West Main St.
Batavia, OH 45103
vblaut32@fuse.net

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

REQUIREMENTS CONTRACT: NEW, MODEL YEAR 2010 AUTOMOBILES AND PASSENGER VANS

CONTRACT No.: RS900910

EFFECTIVE DATES: 10/01/09 to 09/30/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900910 that opened on 08/26/09 and Invitation to Bid No. RS901210 that opened on 10/28/09. 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:

Jack Hill II, CPPb
jack.hill@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

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PART B

PART B

SPECIAL CONTRACT TERMS AND CONDITIONS

Any award made as a result of this Invitation To Bid will become a part of contract RS900910.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within delivery noted on the Pricing Schedule and after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate the bid based on the total item cost, including a weighted option value, plus the delivery charge for the evaluation. The total and weighted option costs of the item will be based on the state's historical purchases and are included in the Scope and Classification section and the item bid sheet respectively. In instances where the state has not purchased a particular vehicle, the value of one (1) will be used for the base unit in evaluating the bid. If there is no delivery charge per mile round trip map mileage rate supplied or the calculated value of the delivery charge is less than the minimum delivery charge; the minimum delivery charge (Not To Exceed \$50.00) will be used for evaluation purposes.

For options with weighted values, bidders must include a unit cost for that option. If the weighted option is included in the base unit, the bidder may enter a cost of \$0.00 for the option. Failure to enter a cost or bid all weighted options may deem your bid non responsive and ineligible for an award for that item.

Example Calculation:

Quoted with Mileage Rate

Total Cost = (# Units)(Base Unit Bid) + [(%Weight)(# Units)(Option1 Bid Price)] + [(%Weight) (# Units)(Option2 Bid Price)] + [Other Options Purchased] + (# Units)(300)(Mileage Rate)

Quoted with Minimum

Total Cost = (# Units)(Base Unit Bid) + [(%Weight)(# Units)(Option1 Bid Price)] + [(%Weight) (# Units)(Option2 Bid Price)] + [Other Options Purchased] + (# Units)(Minimum Charge)

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item.

OPTION PRICING NOTE: Option prices bid are to be less than the manufacturer's suggested retail price(s). Bidder signifies by their signature on page one (1) of the ITB, that the option prices bid are less than MSRP. Bidders found to be over charging for options during bid evaluation may have those options deleted from any award. Ordering entities are advised to compare window sticker prices of options, where possible with option charges on invoices. Bidders found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

For options with weighted values, bidders must include a unit cost for that option. If the weighted option is included in the base unit, the bidder may enter a cost of \$0.00 for the option. Failure to enter a cost or bid all weighted options may deem your bid response as non responsive and ineligible for an award for that item.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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

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

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

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

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

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

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

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

The Contractor should make the check payable to: Ohio Treasurer Kevin L. Boyce 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.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.,): [For Supplies only Bids]:

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

TRANSPORTATION CHARGES: Any items(s) ordered from this contract shall be delivered F.O.B. destination to any state agency or any political subdivision located within the state of Ohio as stated on the purchase order, at the rate per mile, per vehicle delivery charge as listed on the item page. When generating orders, contact the contractor and establish the total round trip miles for one (1) vehicle from dealers location, using the state of Ohio Official Highway Map, unless some other mutually agreed upon method is acceptable.

MINIMUM DELIVERY CHARGE: This charge is to be used when the rate per mile per vehicle, as listed on the item page, times the number of round trip miles is less than the minimum delivery charge. The contractor may not bill for both the rate per mile, per vehicle and the minimum delivery charge.

PURCHASE ORDERS: Purchase Orders for item(s) listed in this contract will be placed directly with the contractor by the ordering agency. All purchases, made by state agencies only, will be placed using either the official state of Ohio Purchase Order (ADM-0523) or by a purchase order issued by the State's third party financing administrator. The state will not be obligated to pay for purchases of any supplies or services, made by any other method. No order shall specify delivery to exceed thirty (30) days beyond the expiration, termination, or cancellation date of the contract. A Purchase Order will authorize the contractor to provide the required supplies or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering agency to pay for the supplies or services furnished by the contractor.

When applicable, purchase orders may be placed for delivery to the agency on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date are to be fulfilled by the contractor.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

PLACEMENT OF ORDERS: Ordering entities are strongly encouraged to place orders as early as possible in the model year. Purchase orders for any item(s) listed in a contract, awarded pursuant to this bid, will be placed directly with the contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

SUBMISSION OF INVOICES: Refer to the Standard Contract Terms and Conditions; III, Payment Provisions. Invoices will not be issued prior to receipt of a purchase order.

PAYMENT: During the term of this contract, a third party financing option will be made available to State agencies only; not to political subdivisions. The contractors (dealers) will be notified by the State to review the order to pay process utilized by the third party administrator. Contractors will continue to receive payment in full; either from the State or the third party administrator. If payment is received from the third party administrator, the title to the vehicle is to (may) be forwarded to the third party administrator. If a third party administrator is used for payment, there could be a delay in receipt of payment.

It is unknown which agencies or the number of vehicles that may be purchased through the third party administrator. This payment method may increase the number of vehicles purchased. Electronic Funds Transfer (EFT) may be used as payment method with mutual agreement between the agency and the dealer.

CONTRACT COMPLIANCE: See Supplemental Contract Terms and Conditions, Article S-14, Contract Compliance.

SERVICE: The vehicle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery. Unit shall conform to all current Federal Safety Regulations including OSHA.

SERVICE POLICY: The successful bidder shall furnish with each vehicle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of the state of Ohio regardless of the location of the District or Regional Headquarters under which the vehicle operates.

PURCHASE ORDERS: ALL purchase orders placed against this contract are to contain verbiage exactly as to how the title, delivery instructions, etc. are to read, i.e.:

TITLE TO:	SHIP TO:	BILL TO:
AGENCY TAX NO. _____		
AGENCY _____		
ADDRESS _____		
CITY/STATE _____		
COUNTY _____	CONTACT _____	TELEPHONE _____

In addition, list on each purchase order an agency contact person with phone number for dealer questions, delivery notification, etc., as shown above.

CERTIFICATE OF TITLE: The title shall be filed by the contractor and delivered to the ordering agency within fifteen (15) days after delivery of the vehicle. NOTE: Multiple titles may require additional time to process. Payment of invoice is not to be delayed awaiting title (see Standard Contract Terms & Conditions, Article III, B).

AGENCY REGISTRATION: The contractor shall furnish the Title Documents for each new vehicle and deliver same to the Department ordering the vehicle, unless otherwise specified on purchase order. The contractor shall deliver with the necessary papers a \$5.00 per vehicle filing fee at time of vehicle(s) delivery to any agency authorized to complete their own title registration.

ADVERTISEMENT: Dealer name-signs shall not be affixed to any part of the delivered vehicle.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

NOTE: THE ENERGY POLICY ACT WAS SIGNED INTO LAW IN 1992. Under the act, state and federal government fleets must begin phasing in alternative fuel vehicles as replacements for petroleum fuel vehicles. The act recognizes methanol, ethanol and other alcohol-gasoline blends, natural gas, liquefied petroleum gas and other fuels as sources of replacement ("reformulated gasoline" and 10% ethanol are excluded from the definition of alternate fuels).

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

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 State Purchasing, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Jack Hill II.

Contractor is to submit two (2) separate reports, one (1) for state agencies purchases and the other report for political subdivision purchases.

INDEX NUMBER	CONTRACT NUMBER	ITEM NUMBER	# UNITS SOLD	\$ VALUE
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E.D.G.E Certification: The Office of State Purchasing has identified those Contractors who were E.D.G.E. certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. Certification status of the Contractor.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION:

- A. Scope: - These specifications define the state's requirements for 2010, 4 door vehicles to be utilized by state agencies in the operation of state government. This includes political subdivisions that are members of the Department of Administrative Services, Office of Procurement Services Cooperative Purchasing program.
- B. Classification: The information listed below is based upon 2009 vehicle purchases and projections for 2010.
 - 3A. 9 Units — (9 - Coop) Van – Compact – 7 Passenger - Gasoline
 - 4B. 2 Units — (2 Coop) Full Size 8 Passenger Van - Flexible Fuel
 - 5B. 2 Units — (2 Coop) Full Size 12 Passenger Van - Flexible Fuel
 - 6B. 20 Units — (20 Coop) Full Size 15 Passenger Van – Flexible Fuel

NOTE: Political subdivision purchases included in the figures shown in B above. However, evaluation based upon state usage figures.

SPECIFICATIONS (Cont'd.)

II. APPLICABLE DOCUMENTS:

- A. Ohio Revised Code Section 125
- B. Model Year 2010 state of Ohio automobile and passenger vans specifications:
 - 1. See even pages 27, 29, 31 and 33.

III. REQUIREMENTS: In addition to the 2010 state of Ohio automobile and passenger van specifications (even pages 12 and 14) the following items of factory-installed equipment shall be required as standard equipment on each vehicle listed in this bid, unless otherwise noted. Optional equipment required to be furnished on the units, is noted on the State's specifications. Options listed herein, are to be factory installed except for any item(s) not available from the factory.

A. REQUIRED STANDARD EQUIPMENT:

- 1. 12V power point.
- 2. Rust Proofing: Each vehicle listed in this bid shall have the manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be returned with the bid, certifying compliance to this requirement. NOTE: Failure to provide this warranty may result in disqualification of the bid.
- 3. Spare wheel and tire to be manufacturers standard for the model bid.
- 4. All vehicles to be delivered with fuel tank at least one-quarter (1/4) full.
- 5. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.
- 6. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
- 7. Vehicles shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed above, must not to be removed from the vehicle. Manufacturer's disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.
- 8. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, steel belted radials (all season tread; unless otherwise specified).
- 9. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and mfg. standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.
- 10. Additional Option Package: This has been included on the pricing pages for the bidder to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to make sure that the entire contents of that Option Package is made available to the ordering entity and that is what the ordering entity wants included in their purchase.

IV. DELIVERY:

- A. Upon receipt of an order from an ordering agency, contractors are expected to enter orders with the factory within two (2) days after receipt of purchase order. The contractor will confirm receipt of the agency's order and projected shipping date to the ordering agency within two (2) working days, by either FAX or electronic means. The confirmation document shall confirm the contractor's order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the agency's order with the contractor's order number entered thereon. Delivery to the ordering agency is to be accomplished within seven (7) days after the contractor receives and services ordered items (refer to paragraph IV. D, page 9).

Upon receipt of the vehicle from the manufacturer, the dealer is to acknowledge receipt of the vehicle to the ordering agency. The contractor (dealer) is to then schedule delivery with the ordering agency. Delivery may be refused by the ordering agency if delivery was not scheduled.

SPECIFICATIONS (Cont'd.)

B. Any state of Ohio ordering entity and/or political subdivision ordering from this contract needs to be sure that they have included a contact, phone/fax numbers on the purchase order to the dealership.

C. PERFORMANCE AGREEMENT:

1. The state declares that time is of the essence and the delivery of the vehicle(s) ordered by the projected delivery date is crucial to the ordering agency. The state realizes that there are circumstances beyond the control of the contractor that cause delay in delivery. In the event the contractor is unable to meet the projected delivery date referenced above due to circumstances beyond his control, the contractor must contact the ordering agency and inform the agency why there is a delay, setting forth therein the reasons for the delay and there will be an extension to the delivery date. The contractor's plea that insufficient time as specified is not a valid reason for an extension of time. If accord cannot be obtained, a written request by the agency must be made to the Office of State Purchasing, or if a co-operative purchasing order, to the Office of Cooperative Purchasing for review.
2. If the contractor fails to meet the original and/or any revised delivery date, the contractor agrees to pay to the ordering agency liquidated damages according to the following schedule:
 - a. Delivery completed within ten (10) calendar days beyond the original and/or revised scheduled date \$10.00 per vehicle per day beyond the scheduled delivery date.
 - b. Liquidated damages will be deducted from the final invoice submitted by the contractor after delivery and acceptance has occurred.
3. The manufacturer has, upon occasion oversold their productive capability and could not deliver all of the contractor's orders that had been properly entered and acknowledged. When this occurs, the contractor cannot deliver for reasons beyond his control and cannot be held responsible. Usually the manufacturer will complete deliveries with the new model year vehicle at the contractor's bid price.

D. DELAYED DELIVERY:

1. Certain agencies may require delayed delivery on various items within this contract. For any vehicle order that requests delayed delivery, the storage charges per day shall commence seven (7) calendar days after agency contact person notification that vehicle(s) so ordered are serviced and ready for delivery. The rate of such charges shall not exceed 12% annual rate.
2. If ordering entities elect to take delivery at the contractor's place of business; pickup must be within seven (7) calendar days after notification that the vehicle is serviced and ready for pickup. If the vehicle is not picked up within the seven (7) calendar days after notification, the ordering entity is subject to a storage charge. The charge shall not exceed 12% annual rate for delayed pickup.

E. DELIVERY INSTRUCTIONS:

1. The transporting and delivery of automobiles shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. All deliveries shall be effected per bid commitment. Failure to meet delivery requirements may be cause for cancellation, only with the approval of the Office of State Purchasing.

F. MANUFACTURER'S PRODUCTION TERMINATION NOTICE (BUILD-OUT):

1. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates, but are urged to submit their orders as quickly as possible after receipt of the contract.
2. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the contract price.

SPECIFICATIONS (Cont'd.)

3. Any order received by the contractor after the build-out date will be subject to availability. The contractor reserves the right to accept or reject these orders. The contractor will be required to notify the ordering agency, within five (5) working days, after the purchase order has been received by the contractor, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price.

V. NOTES:

- A. **WARRANTY:** Unless ordered with extended warranty, manufacturer's standard warranty shall apply - Copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.
- B. Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with state of Ohio requirements (See "Contract Terms & Conditions"). Any extra accessories delivered on vehicles cannot and will not be paid for.
- C. Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.
- D. **EPA ESTIMATED MILEAGE:** Vehicles bid shall be equipped with an engine that meets the minimum requirements for the EPA Estimated Mileage as stated in the state of Ohio specification sheet. In the instance where an EPA Estimated Mileage is not available, the bidder is to supply the manufacturer's estimated mileage for the engine quoted.
- E. **ADDITIONAL OPTIONS:** Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid. The additional options being offered must not change the item model being bid.
- F. **DIFFERENTIAL TYPE/RATIO:** For the purposes of this bid the terms limited slip, anti-spin, automatic locking rear, locking, TRAC-LOC, etc. are to have the same meaning. The bidder is to state the standard rear axle ratio being provided and is to quote any additional ratio that may be available when preparing their bid.

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**Van – Compact, 7 Pass –
 Gasoline**
 Item Number 3A

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make		Intermittent Windshield Wipers	Required
Mfg. Model - Model No.		Rear Window Wiper	Required
Seating Capacity	7	Rear Door Type	LIFT-UP
Wheelbase (in.)	119	Side Door Type	Sliding Left & Right
Gross Vehicle Weight Rating (GVWR)	Manufacturers Standard	Power Windows & Door Locks	Required
Engine Type (Cylinder/Liter)	6/3.3L	Cruise Control and Tilt Wheel	Required
Horsepower (HP)	175	Air Conditioning	Front & Rear
Torque (ft.-lb.)	201 @4,000RP M	Power Steering	Required
Cooling System	h.d.a.	Seat Covering	Cloth
Drive Axle	Front	Floor Covering	Carpet
Automatic Transmission	Auto, 4-sp	Floor Mats	Front and Rear
Alternator (amps)	h.d.a.	Radio	AM/FM/CD
Battery (CCA)	500	Power Antilock Brakes (Front and Rear)	Required
Fuel Capacity (gals.)	20	Restraint System (Driver and Passenger)	Required
Exterior Rear View Mirror	Dual	Supplemental Restraint System(Driver and Passenger)	Required
Tinted Glass	Required	Tires	All Season
Windows	All Around	Spare Tire	Compact
Rear Window Defroster	Required	Mfg. Standard Warranty	3yr/36K Mile Min.
Front Seat Type	Bucket		
Dimensions/Ratings		Optional Equipment	
Head Room (Front/Rear)	38/38/37	30-Day Tag	
Hip Room (Front/Rear)	57/61/48	Parts Manual	
Leg Room (Front/Rear)	39/34/31	Shop Manual	
Shoulder Room (Front/Rear)	59/61/48		
Trunk/Luggage Area (cu. ft.)	130		

ITEM -3A – VAN - Compact , 7 Passenger - Gasoline

DELIVERY: 90-120 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: St. Louis/Mo; Ontario, Canada

Charlie's

CONTRACTOR: Dodge MFG: Dodge MODEL: G. Caravan MODEL NUMBER: RTKH53

Item ID No.: 15600 UNIT PRICE: \$18,771.00

List any exceptions to the specifications: None

<u>ITEM ID NO.</u>		<u>UNIT COST</u>
<u>15207</u>	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	<u>\$.35</u>
<u>15206</u>	Minimum Delivery Charge	<u>\$ 50.00</u>

<u>ITEM ID NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
<u>15501</u>	<u>3DT</u>	30 Day Tag	<u>\$ 10.50</u>
<u>15502</u>	<u>PBE</u>	Parts Book (Electronic)	<u>\$ 295.00</u>
<u>15503</u>	<u>SME</u>	Shop Manual (Electronic)	<u>\$ 295.00</u>
<u>14743</u>	<u>JPR</u>	Power Seat/with Lumbar	<u>\$ 434.00</u>
<u>14744</u>	<u>LSA</u>	Security Alarm	<u>\$ 194.00</u>

List standard paint colors: Silver, Black, Dark Titanium, Blue, White, Gold

Van – Full Size, 8 Passenger – Flex Fuel

Item Number 4B

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make		Intermittent Windshield Wipers	Req.
Mfg. Model - Model No.		Rear Door Type	Vertical Swing-Out
Seating Capacity	8	Side Door Type	Hinged
Wheelbase (in.)	135	Power Windows & Door Locks	Req.
Overall Length (in.)	211	Cruise Control and Tilt Wheel	Req.
Gross Vehicle Weight Rating (GVWR)	7,000	Air Conditioning	Front & Rear
Payload (lbs.)	1900	Power Steering	Req.
Engine Type (Cylinder/Liter)	6/4.3L	Seat Covering	Cloth
Horsepower (HP)	195	Floor Covering	Carpet
Alternative Fuel	E85 Flexible Fuel	Floor Mats	Front Only
Torque (ft.-lb.)	260	Radio	AM/FM
Cooling System	h.d.a.	Front Seat Type	Bucket
Automatic Transmission	Auto, 4-sp	Rear Seat Type	Bench
Drive Axle	Rear	Power Antilock Brakes (Front and Rear)	Req.
Differential Type/Ratio	Locking/3.42	Restraint System (Driver and Passenger)	Req.
Alternator (amps)	105	Supplemental Restraint System (Driver and Passenger)	Req.
Battery (CCA)	600	Tires	All Season
Fuel Capacity (gals.)	31	Spare Tire	Full Size
Exterior Rear View Mirror	Dual	Mfg. Standard Warranty	3yr/36K Mile Min.
Tinted Glass	Req.		
Windows	All Around		
Dimensions/Ratings		Optional Equipment	
Head Room (Front/Rear)	40/38/38	Sliding Side Door	
Leg Room (Front/Rear)	40/34/37	Rear Step Bumper	
Hip Room (Front/Rear)	65/66/64	Remote Keyless Entry	
Shoulder Room (Front/Rear)	68/68/63	30-Day Tag	
Trunk/Luggage Area (cu. ft.)	204	Parts Manuals	
		Shop Manual	

ITEM -4B – VAN – Full Size 8 Passenger - Flex Fuel

DELIVERY: 70 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: Cleveland, Ohio

CONTRACTOR: Kistler Ford MFG: Ford MODEL: Club Wagon MODEL NUMBER: E1B

Item ID No.: 15800 UNIT PRICE: \$18,080.00

List any exceptions to the specifications: NONE

<u>ITEM ID NO.</u>		<u>UNIT COST</u>
<u>15812</u>	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	<u>\$.60</u>
<u>15811</u>	Minimum Delivery Charge	<u>\$ 40.00</u>

<u>ITEM ID NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
	<u>60J</u>	Sliding Side Door	<u>\$ 0.00</u>
<u>15801</u>	<u>769</u>	Rear Step Bumper	<u>\$ 165.00</u>
<u>15804</u>	<u>948</u>	Remote Keyless Entry	<u>\$ 200.00</u>
<u>15805</u>	<u>Tag</u>	30 Day Tag	<u>\$ 10.50</u>
<u>15806</u>	<u>PM</u>	Parts Manual (CD)	<u>\$ 180.00</u>
<u>15807</u>	<u>SM</u>	Shop Manual (CD)	<u>\$ 180.00</u>
<u>15808</u>	<u>54Q</u>	Power Mirrors	<u>\$ 110.00</u>

List standard paint colors: Yellow, Dark Blue, Vermillion Red, Gold, Black, Royal Red, Silver, White

Van – Full Size, 12 Passenger – Flex Fuel
 Item Number 5B

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make		Intermittent Windshield Wipers	Req.
Mfg. Model - Model No.		Rear Door Type	Vertical Swing-Out
Seating Capacity	12	Side Door Type	Hinged
Wheelbase (in.)	135	Power Windows & Door Locks	Req.
Overall Length (in.)	211	Cruise Control and Tilt Wheel	Req.
Gross Vehicle Weight Rating (GVWR)	8600	Air Conditioning	Front & Rear
Payload (lbs.)	3500	Power Steering	Req.
Engine Type (Cylinder/Liter)	8/5.4L	Seat Covering	Cloth
Horsepower (HP)	250	Floor Covering	Carpet
Alternative Fuel	E85 Flexible Fuel	Floor Mats	Front Only
Torque (ft.-lb.)	350	Radio	AM/FM
Cooling System	h.d.a.	Front Seat Type	Bucket
Automatic Transmission	Auto, 4-sp	Rear Seat Type	Bench
Drive Axle	Rear	Power Antilock Brakes (Front and Rear)	Req.
Differential Type/Ratio	Locking/3.42	Restraint System (Driver and Passenger)	Req.
Alternator (amps)	105	Supplemental Restraint System (Driver and Passenger)	Req.
Battery (CCA)	600	Tires	All Season
Fuel Capacity (gals.)	31	Spare Tire	Full Size
Exterior Rear View Mirror	Dual	Mfg. Standard Warranty	3yr/36K Mile Min.
Tinted Glass	Req.		
Windows	All Around		
Dimensions/Ratings		Optional Equipment	
Head Room (Front/Rear)	40/38/38/38	Vinyl Seat Covering	
Leg Room (Front/Rear)	40/34/37/39	Sliding Side Door	
Hip Room (Front/Rear)	65/66/64/59	Rear Step Bumper	
Shoulder Room (Front/Rear)	68/68/63/68	Remote Keyless Entry	
Trunk/Luggage Area (cu. ft.)	200	30-Day Tag	
		Parts Manual	
		Shop Manual	

ITEM -5B – VAN – Full Size, 12 Passenger – Flex Fuel

DELIVERY: 120 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: Avon Lake, Ohio

CONTRACTOR: Germain
Ford MFG: Ford MODEL: E-350 MODEL NUMBER: E3B

Item ID No.: 15900 UNIT PRICE: \$20,659.00

List any exceptions to the specifications: NONE

<u>ITEM ID NO.</u>		<u>UNIT COST</u>
<u>15911</u>	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	<u>\$.50</u>
<u>15909</u>	Minimum Delivery Charge	<u>\$ 50.00</u>

<u>ITEM ID NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
	<u>AE</u>	Vinyl Seat Covering	<u>\$ 0.00</u>
	<u>60S</u>	Sliding Side Door	<u>\$ 0.00</u>
<u>15902</u>	<u>769</u>	Rear Step Bumper	<u>\$ 166.00</u>
<u>15905</u>	<u>RKE</u>	Remote Keyless Entry	<u>\$ 249.00</u>
	<u>30 DAY TAG</u>	30 Day Tag	<u>\$ 0.00</u>
<u>15908</u>	<u>SHOP CD</u>	Shop Manual (Electronic – Includes Parts Manual)	<u>\$ 199.00</u>

List standard paint colors: Dark Blue Pearl Metallic, Vermillion Red, Pueblo Gold Metallic, Black,
Royal Red Metallic, Ingot Silver Metallic and Oxford White

Van – Full Size, 15 Passenger – Flex Fuel

Item Number 6B

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make		Intermittent Windshield Wipers	Req.
Mfg. Model - Model No.		Rear Door Type	Vertical Swing-Out
Seating Capacity	15	Side Door Type	Hinged
Wheelbase (in.)	135	Power Windows & Door Locks	Req.
Overall Length (in.)	224	Cruise Control and Tilt Wheel	Req.
Gross Vehicle Weight Rating (GVWR)	9,000	Air Conditioning	Front & Rear
Payload (lbs.)	3,200	Power Steering	Req.
Engine Type (Cylinder/Liter)	8/5.4L	Seat Covering	Cloth
Horsepower (HP)	250	Floor Covering	Carpet
Alternative Fuel	E85 Flexible Fuel	Floor Mats	Front Only
Torque (ft.-lb.)	350	Radio	AM/FM
Cooling System	h.d.a.	Front Seat Type	Bucket
Automatic Transmission	Auto, 4-sp	Rear Seat Type	Bench
Drive Axle	Rear	Power Antilock Brakes (Front and Rear)	Req.
Differential Type/Ratio	Non-Locking/3.73	Restraint System (Driver and Passenger)	Req.
Alternator (amps)	105	Supplemental Restraint System (Driver and Passenger)	Req.
Battery (CCA)	600	Tires	All Season
Fuel Capacity (gals.)	31	Spare Tire	Full Size
Exterior Rear View Mirror	Dual	Mfg. Standard Warranty	3yr/36K Mile Min.
Tinted Glass	Req.		
Windows	All Around		
Dimensions/Ratings		Optional Equipment	
Head Room (Front/Rear)	40/38	Vinyl Seat Covering	
Leg Room (Front/Rear)	40/34/37/38/36	Rear Step Bumper	
Hip Room (Front/Rear)	65/66/64/59/62	Remote Keyless Entry	
Shoulder Room (Front/Rear)	68/68/63/68/62	30-Day Tag	
Trunk/Luggage Area (cu. ft.)	230	Parts Manual	
		Shop Manual	

ITEM -6B – Van – Full Size, 15 Passenger – Flex Fuel

DELIVERY: 60 - 120 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: Lorain, Ohio

Econoline

CONTRACTOR: 32 Ford Mercury MFG: Ford MODEL: 15 Passenger MODEL NUMBER: S3B

Item ID No.:14735

UNIT PRICE: \$21,877.00

List any exceptions to the specifications: NONE

<u>ITEM ID NO.</u>		<u>UNIT COST</u>
<u>16012</u>	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	<u>\$.38</u>
<u>16011</u>	Minimum Delivery Charge	<u>\$ 50.00</u>

<u>ITEM ID NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
	<u>A</u>	Vinyl Seat Covering	<u>\$ 0.00</u>
<u>14736</u>	<u>7679</u>	Rear Step Bumper	<u>\$ 169.00</u>
<u>14737</u>	<u>RKE</u>	Remote Keyless Entry	<u>\$ 295.00</u>
<u>16951</u>	<u>TEMP</u>	30-Day Tag	<u>\$ 18.50</u>
<u>14738</u>	<u>PB</u>	Parts Manual (Paper)	<u>\$ 250.00</u>
<u>14739</u>	<u>SM</u>	Shop Manual (Electronic)	<u>\$ 250.00</u>

List standard paint colors: School Bus Yellow, Vermillion Red, Black, Oxford White

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CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:



51472
Charlies's Dodge, Inc.
P.O. Box 370
Maumee, OH 43537

CONTRACTOR'S CONTACT: Scott Weiss,

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: RS900910 – 3 (09/30/10)

DELIVERY: 90-120 Days A.R.O.

TERMS: Net 30 Days

Telephone: (419) 893-0241
FAX: (419) 887-6045

E-mail: fleetman10@hotmail.com

FAX: (419) 887-6045



71431
Germain Ford
7250 Sawmill Rd
Columbus, OH 43235

CONTRACTOR'S CONTACT: Frank Beaver,

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: RS900910 – 4 (09/30/10)

DELIVERY: 120 Days A.R.O.

TERMS: 2% - 10, Net 30 Days

Telephone: (614) 570-0702
FAX: (614) 793-2772
Toll Free: (800) 288-1178

E-mail: frankbeaver@columbus.rr.com

E-mail: frankbeaver@columbus.rr.com

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CONTRACTOR'S INDEX



9533
Kistler Ford
5555 West Central Ave.
Toledo, OH 45103

CONTRACTOR'S CONTACT: Jim LaMarr,

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: RS900910 – 5 (09/30/10)

DELIVERY: 70 Days A.R.O.

TERMS: Net 30 Days

Telephone: (313) 475-7029
FAX: (313) 584-2689

E-mail: fleetjim@aol.com

E-mail: fleetjim@aol.com



49426
32 Ford-Mercury, Inc.
610 West Main Street
Batavia, OH 45103

CONTRACTOR'S CONTACT: Vauni Blaut,

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: RS900910 – 1 (09/30/10)

DELIVERY: 60-120 Days A.R.O.

TERMS: Net 30 Days

Telephone: (513) 732-2681
FAX: (513) 732-2868

E-mail: vblaut32@fuse.net

FAX: (513) 732-2868

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SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	11/10/09	This contract amendment is issued to add Part B to the contract.

* Indicates Summary of Amendments added to page thirty-seven (37).