Index No.: GDC050
Contract No.: RS901410
Rev. Date 03/24/10

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. 3

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 - LAW ENFORCEMENT VEHICLES 2010 MODEL YEAR (OR NEWER)

Attached are pages 1, 5, and 30 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 notify of the build out date for 2010 Chevrolet Police Impala Item #2 is 04/02/10. All orders received after 04/02/10 will be subject to availability.

In addition, this amendment is issued to update the Contract Analyst and email address effective 03/24/10.

All other prices, terms and conditions remain unchanged.

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

Rob Rounds
Rob.Rounds@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):

OAKS ID# 176867
Bob Caldwell Chrysler Jeep Dodge
1888 Morse Rd.
Columbus, OH 43229
govsales@caldwelldodge.com

OAKS ID# 53729
Statewide Ford Lincoln Mercury, Inc.
1108 West Main Street
Van Wert, OH 45891
alm@statewideford.com

OAKS ID# 52914
Taylor Chevrolet
2510 N. Memorial Drive
Lancaster, OH 43130
taylorfleet1@yahoo.com

OAKS ID# 60223
Whiteside Chevrolet Inc.
50714 National Road
St. Clairsville, OH 43950
fleet@whitesides.com
bmcculley@whitesides.com

STATE OF OHIO
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REQUIREMENTS CONTRACT: LAW ENFORCEMENT VEHICLES 2010 MODEL YEAR (OR NEWER)

CONTRACT No.: RS901410 EFFECTIVE DATES: 12/29/09 to 10/31/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS901410 that opened on 11/04/09. 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:

*Rob Rounds
Rob.Rounds@das.state.oh.us

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

http://www.ohio.gov/procure

*Update Contract Analyst name and email address effective 03/24/10.

Signed: _____
Hugh Quill, Director Date

SPECIAL CONTRACT TERMS AND CONDITIONS (cont'd)

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: 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.

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: Rob Rounds.*

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	CUSTOMER	ITEM NUMBER	# UNITS SOLD	$ VALUE

INDEX NUMBER	CONTRACT NUMBER	CUSTOMER	OPTION CODE	# UNITS SOLD	$ VALUE

Bid Automobile Liability Checklist:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

☐ Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of $500,000.00.

☐ Goods/Services will be delivered via common carrier.

☐ No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

*Updated Contract Analyst name effective 03/24/10.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	03/24/10	Issued to notify of build out date of 04/02/10 for Item# 2 and update Contract Analyst on pages 1 and 5.
2	03/15/10	Issued to notify of build out date of 05/24/10 for Item# 1 and update Contract Analyst on pages 1 and 5.
1	03/01/10	Issued to notify of build out date for Item# 3.