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

MANDATORY USE CONTRACT FOR: HIGHWAY PATROL AUTOMOBILES, 2012 MODEL YEAR (OR NEWER)

CONTRACT No.: OT901912 EFFECTIVE DATES: 09/15/11 to 08/31/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901912 that opened on 08/19/11. 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 OHIO STATE HIGHWAY PATROL, DEPARTMENT OF PUBLIC SAFETY, COLUMBUS, OH 43223, 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 Web site at the following address:

http://www.ohio.gov/procure

with ORC CH. 125.081

Signed: _____
Robert Blair, Director Date

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SPECIAL TERMS AND CONDITIONS

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.

PRE-BID CONFERENCE: A pre-bid conference will be held on August 4, 2011 at 10:00AM at the Office of State Procurement, 4200 Surface Road, Columbus, OH 43228-1395 to discuss the requirements of the bid. The conference will commence promptly at 10:00 a.m., barring an unforeseen circumstance that result in a delay of the conference. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the bid conference due to their arriving after the conference has convened.

TRANSPORTATION CHARGES: All vehicles are to be delivered prepaid F.O.B. Ohio State Highway Patrol, Department of Public Safety Warehouse, 1583 Alum Creek, Columbus, OH 43209, unless otherwise specified on the purchase order.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency, per bid commitment, within the delivery noted on the Pricing Schedule and 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.

ADDITIONAL DELIVERY INSTRUCTIONS: The transporting and delivery of highway patrol automobiles shall be accomplished by surface transport. These autos shall not be towed. The vehicles may be driven from the contractor's place of business to the delivery point as specified on the purchase order; however, tow-bar delivery is not acceptable.

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.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within seven (7) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the “Instructions to Bidders”. In addition, the state will: multiply the estimated annual usage of each item by its corresponding unit price and then add these totals together. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. Failure to bid all items may result in the bidder being deemed as not-responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

FIRM FIXED-PRICE CONTRACT: The contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. “Termination/Suspension” and Provision II. of the “Contract Remedies:” of the “Standard Contract Terms and Conditions”.

OPTION PRICING NOTE: Option prices bid shall 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 agencies 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.

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.

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.

CERTIFICATE OF TITLE: The title shall be filed by the contractor and delivered to the ordering agency within ten (10) days after delivery of the vehicle. Payment of invoice is not to be delayed awaiting title (see Standard Contract Terms & Conditions, Article III, B).

AGENCY REGISTRATION: The successful bidder shall furnish the Title Documents for each new vehicle and deliver same to the Department ordering the vehicle, unless otherwise specified on purchase order.

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

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required “responsibility” analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service to serve as your Federal Taxpayer Identification Number.

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.

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

DATA SHEET: Shown below are the specification requirements for equipment that the state desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Director, Department of Administrative Services. Bidder signifies compliance or non-compliance with specifications by listing and outlining all deviations from specifications on company letterhead and returning it with the bid. Failure to comply may deem the bid not responsive.

SPECIFICATIONS

I. SCOPE:

A. These specifications describe vehicle(s) to be used in law enforcement work by the Ohio State Highway Patrol (OSHP). The vehicle(s) will be operated for long periods of time at normal traffic speeds, with frequent periods of idling; however, the vehicle(s) must also be capable of fast acceleration and high-speed pursuit performance.

B. The manufacturer in the selection and engineering of components shall use materials and design practices that will produce vehicles which will accomplish and satisfy all requirements of these specifications.

II. APPLICABLE DOCUMENTS:

A. Model Year 2011 EPA Fuel Economy Guide.

B. State of Michigan, Department of State Police and Department of Management and Budget, 2011 Model Year Police Evaluation Program; meet or exceed the standards established by the 2011 Michigan State Police Vehicle Test Team for the Police (Pursuit) Category vehicles.

C. The vehicle(s) shall conform to all applicable Motor Vehicle Laws of the State of Ohio, and to Title 49, Code of Federal Regulations, Part 38, Sub-parts A and B, in addition to these specifications. The vehicle(s) shall conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS).

III. ILLUSTRATIVE AND TECHNICAL DATA: Bidder shall submit with their bid offer detailed, illustrative product brochures / literature and technical data on vehicles and equipment proposed to be furnished. Color chart shall be included. If not provided as part of the bid response, the Bidder must provide said brochures / literature and technical data within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish said product brochures / descriptive literature and technical data either as part of their bid response or within the time specified herein may deem the bidder not responsive.

IV. REQUIREMENTS:

A. General Description: Vehicles to be used in the following type service: Police Pursuit Work, Model Year 2011 or newer, body style - 4-door sedan, rear wheel drive.

B. Heavy Duty: Where "heavy-duty" is indicated, this shall be interpreted to mean "above the quality in standard production of that vehicles series for marketing to the general public, when such optional equipment is available."

C. Rust Proofing: Each vehicle listed in this bid shall have the manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty should be returned with the bid, certifying compliance to this requirement. NOTE: Failure to provide this warranty may result in disqualification of the bid.

D. 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.

E. Engine: Engine shall be a minimum eight (8) cylinder 5.7Liter engine that will meet or exceed the vehicle performance requirements found elsewhere in these specifications.

F. Performance: Vehicles shall meet or exceed the following performance requirements (the current annual vehicle testing conducted by the Michigan State Police will be used to determine performance requirements:

Acceleration: 0 - 60 mph – 6.3 seconds or less; 0 - 80 mph – 10.2 seconds or less; 0 - 100 mph - 15 seconds or less.

Vehicle will make four (4) acceleration runs and the times for the four runs will be averaged.

Top speed minimum 130 mph.

SPECIFICATIONS (cont.)

G. Exhaust System: Shall be dual exhaust system or other system of sufficient size to effectively reduce back pressure.

H. Transmission: Shall be of heavy duty design with a minimum of four speeds forward with overdrive and one reverse, fully automatic with first gear lockout feature or electronically controlled to prevent low gear damage. Engineered for maximum durability and performance for the model bid and suitable for Police Pursuit Service.

I. Axles: The front wheel suspension and rear axle are to be heavy-duty type and capable of sustaining the total gross load at ground without evidence of overloading. The gear ratio shall be as recommended by the manufacturer and shall be listed with the bid.

J. Frame: Heavy-duty, must have additional welds and/or structural members to provide it with greater structural integrity than standard frame. Frame must be designed for high speed pursuit operations.

K. Cooling System: Shall be manufacturer's maximum capacity (heavy duty) cooling system complete with factory-installed coolant recovery system. The system shall operate satisfactorily at factory recommended idle speed in an ambient temperature of 120° Fahrenheit without boiling over for thirty (30) minutes with air conditioner operating.

L. Antifreeze: Shall be permanent-type factory installed in all units, regardless of delivery date and be capable of protection to minus 35 ° Fahrenheit.

M. Intentionally Left Blank

N. Intentionally Left Blank

O. Brakes: Power assisted heavy duty police, fade-resistant brakes, and four-wheel disc brakes. Brake system shall be anti-lock brake system (ABS).

Brakes and related components shall possess characteristics necessary for a vehicle engaged in high speed law enforcement work with regard to fade during repeated high speed stops. Vehicles selected at random delivered by the successful vendor shall be subject to the following braking test. (Results of annual vehicle testing conducted by the Michigan State Police will be used to determine braking requirements).

1. Brake heat-up: two stops from 90 – 0 mph at approximately 22 feet per second deceleration rate. Six measured stops from 60 mph impending skid (ABS) maximum deceleration rate stops.

2. Immediately after these “heat-up” stops are completed the vehicle is turned around and makes six additional measured stops from 60 - 0 mph impending skid (ABS) maximum deceleration rate. After 4 minutes of heat soak from last test, the entire sequence is repeated. The data resulting from the twelve total stops is used to calculate the average deceleration rate at which is the vehicle’s score for this test. After completion of the testing the overall average deceleration rate shall be no more than 29.90 ft/s^2 with no evidence of severe fading and the vehicle stopping in a straight line staying within the correct lane.

P. Radio Suppression: Shall be equipped with noise suppression equipment for two-way radio operation, which shall include but not be limited to: suppression-type spark plugs, wiring, and braided bonding straps which terminate at paint-free surfaces (at a minimum the trunk lids shall also have bonding straps connecting them to the main body or frame) to be factory installed. Engineering assistance shall be furnished to correct any radio interference caused by the ignition system.

Does your vehicle bid comply? Yes_____ No _____.

Q. Wheels: Heavy duty 18” minimum JJ, safety rims, five (5) wheels per vehicle (Police Special). Vehicle is to come equipped with full wheel covers that will remain secured to the vehicle during pursuit driving.

R. Tires: Vehicle shall be equipped with Goodyear Eagle RS-A or Eagle RS-A Plus, steel-belted radial police tires mounted on JJ safety rims. Tires must be certified for police use up to 149 mph (sustained speed) by tire and auto manufacturer. Spare wheel and tire shall be full-size and the same as those on the vehicle.

S. Speedometer: Certified calibrated with two (2) mph/three (3) km/pH increments, factory installed. Each vehicle shall be delivered with a vin specific notarized form of the speedometer calibration. Face to read: 0 mph to 140 or greater mph. Instrument error to be maximum plus or minus two (2) mph at all speeds between 10 to 140 mph.

T. Engine-Hour Meter: If standard, meter shall track engine idle time while transmission is in neutral or park. The conversion rate shall be one (1) engine idle hour equals thirty-three (33) miles.

SPECIFICATIONS (cont.)

U. Steering: Power steering, with tilt steering wheel, shall adjust to at least four (4) different positions. Adjusting lever to be located on steering column. Steering Wheel - manufacturer's standard, equipped with driver's side air bag supplemental restraint system.

V. Suspension: Heavy duty front and rear suspension system compatible with police vehicle use.

W. Fuel System: The vehicle shall be equipped with a fuel tank, capacity of not less than nineteen (19) gallons. All vehicles to be delivered with fuel tank at least one-half of a tank of fuel.

X. Alternator: 12 volt, minimum of 200 AMP with 132 AMP charge rate at idle in neutral. Output to be rated by the manufacturer's latest information on the alternator's capacities or a system of the approximately equal capacity, which is approved by the State of Ohio. The system will be wired according to the manufacturer's recommendations and shall be suitable for severe police service. Dual belt drive preferred. Belts dual or single; must be of a high performance type.

Y. Battery: 12 volt heavy duty, minimum rating of 700 cold cranking AMPS at zero degree Fahrenheit and a minimum reserve capacity of 115 minutes.

Z. Exterior Color: Selected vehicle color will be from the standard colors offered for model being bid.

AA. Seats: Front: Bucket seats, 45/45 or 40/40, heavy-duty construction, cushion and backs; with a minimum space of 9 inches between the two seats to allow mounting of a radio console. Power seat adjuster, preferably six-way, shall be provided for the driver's side only. Cushion to have foam rubber pad. A minimum of 38 inches effective head room and 41 inches effective leg room shall be as measured from the heavy duty seat. This shall be as measured under SAE standards. Seats to be installed in the chassis in the rearmost position. Rear: Standard as supplied for current models, rear bench excluding center arm rest.

BB. Intentionally Left Blank

CC. Covering Material: Cloth front bucket seats with a vinyl rear seat. Standard production trim to be used. Colors to harmonize subject to approval. Color and style selection information to be furnished upon notification of award.

DD. Additional Requirements Listed Shall Be Installed As Specified:

1. Fresh Air Heater and Defroster – Integral.

2. Windshield Wipers - Dual electric, two or more speeds, with intermittent wipe feature. Shall be equipped with the manufacturer’s standard windshield washers and contain the proper fluids.

3. Rear Window Electric Defroster - Factory equipped (wire in glass style).

4. Power window and door system - To be factory installed with the only operational switches located on the front door trim pads. Rear door trim pad window switches to be inoperable (disabled by contractor prior to delivery with the ability to make operable at a later time for resale of vehicle).

5. Keyed alike - Each vehicle shall have all locks and switches on that specific vehicle keyed alike so that a single key will operate the ignition switch, door locks, trunk lock and glove compartment lock. Four (4) keys to be furnished with each car, different key code for each car.

6. Parking brake - Shall have a manual operated release with a warning light.

7. Air conditioner - To be factory installed with built-in vented outlets in instrument panel. Shall have an acceptable automatic control that will cut the air conditioners compressor off when the speed of the vehicle reaches and exceeds 75 mph or an acceptable compressor designed and warranted for high speed operations.

8. High strength windshield glass - All windows shall have tinted glass, factory installed.

* 9. An additional dome light - With an integral switch shall be mounted over the center of the front seat within 6 inches of the top of the windshield. Dome light shall be controlled by interior dash switch only; factory installed, if available. Door switches shall not operate dome lights. Additional dome light shall be switched separately from the interior light. The

additional dome light shall have both a red and a white light with switches to permit turning on only one (red or white) light at a time.

* Indicates an update to the additional dome light removing LED and halogen.

SPECIFICATIONS (cont.)

10. Lamp - Trunk compartment with automatic actuated switch when trunk is opened; trunk lamp shall be factory installed, if available.

11. Fuel Door – All gas caps shall be able to be locked and or keyed alike if required.

12. Front and rear - Heavy duty black rubber floor covering.

13. Exterior Mirrors - Dual fold-away mirrors with dual remote control power at the driver's position. Mirrors to be non-glare with the passenger side mirror of the convex design. Mirrors are to be heated.

14. Remote trunk release - With unlocking device located left of steering column near and within immediate reach of driver position. Control to operate with ignition on or off. Deck lid, when opened remotely, must be restrained from opening completely in order to prevent damage to the hinges. Deck lid must remain in the full open position when opened manually.

15. AM/FM stereo radio - Mounted in dash with a minimum of four (4) conventional radio speaker system. Two (2) rear speakers shall be connected to the commercial radio. The two (2) front speakers shall be wired with a minimum of 24 inches of lead in wire not connected under the center of the dash. Speakers shall be minimum 6 ohm, with 10 watts of power.

16. Gauges - In addition to the standard gauges, there shall be a fuel gauge and water temperature gauge, which are to be illuminated. Gauges are to be factory installed and mounted in instrument panel. Warning lights are also to be furnished.

17. Supplemental restraint system (air bags) – Shall come equipped with 2nd generation front (or newer) and side air bags installed and operational for driver and front seat passenger positions. Standard seat belts and shoulder harness as required under federal safety regulations. Both air bags and seat belts shall be factory installed.

18. Padded dash - Non-reflective, to eliminate glare on the windshield.

19. Hood Latch Release - Hood to be controlled by an inside release located on the driver's side so that the hood cannot be opened from outside the vehicle. The release shall be the pull-cable type and readily accessible to the driver. There must be a sufficient difference between the hood control and the brake release so that there will not be any confusion between the two.

20. Spotlight - Shall be a factory installed pillar mounted on left side, completely wired, control operated with ignition on or off.

21. Trunk lid warning lights - Two (2) 4 inch, LED lights mounted to the deck lid inner panel. A minimum of generation II or newer LED lights, with each light having at a minimum 4 LED lights in each light is required. Lights are activated by a separate switch when the deck lid is opened. Lights are to be wired to flash alternately. The light on the left (drivers) side shall flash red and the right (passengers) side light shall flash blue. There should be a minimum of 38 inches of space between the left and right trunk lights on the deck lid to allow for the installation of Stop sticks. Inside Trunk Lid Flashing Warning Lights are to be installed as high as possible to provide maximum visibility from the rear of the vehicle.

22. Trunk trim package - Vehicles trunk area is to be equipped with a trim package to minimize damage to the inside quarter panel areas and protect special Highway Patrol equipment in the trunk.

23. License Plate Bracket – Vehicle shall be equipped with a minimum of a front license plate bracket installed.

24. Spare Tire: Vehicle must come with a standard factory spare.

SPECIFICATIONS (cont.)

V. INSPECTION PROCEDURES:

A. Pilot Model: The successful bidder shall provide one (1) pilot model automobile fully installed and equipped in accordance with these specifications for inspection by Highway Patrol personnel designated by the Superintendent of the Ohio State Highway Patrol. Approval of the pilot model must be granted by Highway Patrol personnel prior to the vendor commencing delivery.

B. After acceptance of the pilot model vehicle by the Ohio State Highway Patrol, all vehicles furnished by the successful vendor shall be identically equipped and maintain the same quality of workmanship as the pilot vehicle.

C. The State of Ohio may, at random, select vehicles being delivered and submit those vehicles to the acceleration and braking tests as outlined in the specifications.

D. Failure on the part of any vehicle tested in meeting the requirements contained herein, shall be cause for non-acceptance of that vehicle or those vehicles failing the test, which may further result in a complete cancellation of the contract.

VII. PREPARATION FOR DELIVERY:

A. Service and Delivery: Contractor (dealer) preparation, conditioning, and full service are required prior to delivery. The selling Contractor shall furnish a signed and dealer completed, factory recommended check list of pre-delivery inspection with each car delivered. The vehicles shall be completely serviced and cleaned of all dirt and road film. All equipment to be completely installed and adjustments made which are required to prepare vehicle for immediate and continuous operation upon delivery. The Contractor shall perform their own pre-delivery inspection and the ordering agency will perform their own post-delivery inspection. Vehicles will only receive a cursory inspection upon delivery by the agency. After the cursory inspection the Contractor shall invoice and provide the agency the title. Final post-delivery detailed inspection and acceptance by the agency may not occur potentially up to several months after initial delivery is received. This delay in final inspection and acceptance shall not delay payment of invoices or transfer of title. If a vehicle is discovered, any time prior to or during the post-delivery inspection, to require service or repair the Contractor will be contacted by the agency and the Contractor shall take the vehicles back for repairs, or make arrangements to have repairs made for the agency at no additional cost to the agency. For completion of proper service or repair, it will be the Contractor's responsibility to pick up and return rejected vehicles to the agency. All vehicles shall contain one-half tank of gasoline upon final acceptance.

The successful bidder, at the time the bid is awarded, shall supply the name of the manufacturer's representative to be contacted in the event a problem should arise in the installation of patrol equipment, or if a mechanical defect develops. This information shall be supplied to Ohio State Highway Patrol, in writing, within ten days after the award has been made.

B. Advertisement: No dealer name signs, clips, license brackets or other devices shall be affixed to any part of the vehicles delivered to the Ohio State Highway Patrol.

C. Delivery: New cars shall be delivered to Ohio State Highway Patrol personnel, Department of Public Safety Warehouse, 1583 Alum Creek, Columbus, OH, between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday. The contractor shall make notification of intention of delivery at least twenty-four (24) hours prior to delivery. (Contact Mr. Dennis E. Zwayer, Fleet Manager, at (614) 752-8159, dezwayer@dps.state.oh.us). Delivery shall be made at the maximum rate of fifteen (15) acceptable cars per week.

The contractor supplying and/or maintaining vehicles under this contract must arrange a system to expedite highway patrol vehicles through their service department. A manufacturer's technical service representative shall contact the Highway Patrol Fleet Management, at least once every thirty (30) days for a minimum of twenty-four (24) months after delivery of the vehicles.

SPECIFICATIONS (cont.)

D. Transporting: The transporting and delivery of highway patrol automobiles shall be accomplished by surface transport. These autos shall not be towed. The vehicles may be driven from the contractor's place of business to the delivery point as specified on the purchase order; however, tow-bar delivery is not acceptable.

Failure to accept these service and delivery conditions may be sufficient cause for rejection of bid.

VIII. NOTES:

A. WARRANTY / SERVICE POLICY: The manufacturer shall provide a complete vehicle bumper to bumper warranty for a minimum of thirty six (36) months/36,000 miles and a power-train warranty for a minimum of five (5) year/100,000 miles and any extended warranties offered to the public for the model bid. Terms of warranty shall be submitted with the bid, including any extension of warranty covering defects and adjustments not normally covered by the manufacturer's warranty. Warranty work will be performed at a dealership in the area in which the vehicle is assigned. Warranty period will start on the date that the vehicle is placed into service. Use of other than original equipment replacement parts will not void warranty.

The manufacturer’s warranty coverage may be considered in awarding of contract.

The successful bidder shall furnish with each vehicle the manufacturer's owner service policy. Three (3) additional manufacturer’s owners and warranty manuals shall be provided with the first delivery of vehicles. One (1) manufacturer’s vehicle repair manual with wiring diagrams in electronic format shall also be supplied. The cost shall be included in the bid price.

The owner service policy shall be recognized and accepted by all authorized dealers within the boundaries of the State of Ohio, regardless of the district or regional headquarters under which they operate.

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. WIRING MANUAL: The successful bidder shall furnish one (1) complete set of the vehicle’s repair manual and wiring specifications in electronic format with the first delivery of vehicles. The cost shall be included in the bid price.

C. TECHNICAL SERVICE BULLETINS: Shall be provided to the Highway Patrol as they are issued by manufacture.

D. 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.

E. 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.

F. EPA ESTIMATED MILEAGE: Vehicles bid shall be equipped with an engine that meets at least 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.

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

A. 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.

C. 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.)

4DR Sedan – Large V8
RWD

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make	Dodge	Flexible Fuel Vehicle (FFV)	* Not Required
Mfg. Model	Charger	Rear Window Defroster	wire in glass
Seating Capacity	5	Fresh Air Temperature Controlled Heater	w/ Windshield Defrosters
# of Doors	4	Intermittent Windshield Wipers	w/ dual speed
Wheelbase (in.)	120.2	Trunk Light	Automatic
Base Curb Weight (lbs.)	4,065	Interior Lighting	Over head dome and dome driver light (red/white)
Body Side Moldings; Front deleted, Rear installed	* Not Required	Air Conditioning	Required
Power Train	Rear Wheel Drive	Seat Covering	Cloth FR, Vinyl RR
Engine Type (Cylinder/Liter)	V8 / 5.7	Floor Covering	Heavy – duty rubber
Horsepower (HP)	370	Radio – Factory Installed	AM/FM
Cooling System	Heaviest Duty Available	Front Seat Type	Bucket adjustable – no center console
Automatic Transmission	Auto, 5-sp	Rear Seat Type	Bench – no center console
Alternator (amps)	220	Power Antilock Brakes (ABS) (Front and Rear)	Required
Battery (CCA)	800	Air Bag Restraint System (Driver and Passenger min.)	Required
Fuel Capacity (gals.)	19	Supplemental Restraint System (Driver and Passenger)	Required
Exterior Mirrors – Right and Left mounted	Heated / Remote controlled	Tires – Pursuit Rated	All Season, Steel Belted, Black wall
Keyed Door Lock (Driver, Front Pass, side & Trunk min.)	Required	Spare Tire / Wheel	Full size
Steering	Power / Tilt	Radio Suppression System	Required
Electronic Door Locks / Electronic Windows	Required – Driver control lock out	12 Volt Power outlet, in front compartment	Required
Remote Keyless Entry Key	Required	Interior Rear View Mirror	Day/Night
Rust Proofing	Min factory warranty	Fuel at delivery (final acceptance)	½ tank
Paint– Specify Std Colors	To be determined	Mfg. Standard Warranty	Min. 3/36 Bumper to Bumper and 5/100 Power-Train
Left Handed Spotlight, Pillar Mounted	Required	Speedometer / Std gage package	Required
Glass	High Strength Factory Tinted	Hood Latch Release	Inside passenger compartment only, by driver side
Arm Rest on Front Doors	Required	Remote Control Trunk Release by Driver	Required
Foam Front Seat Cushion	Required	Dual Horns, Factory Installed	Required

Note: Please refer to detail written specification on prior pages for more details to the above out line specification minimums.

SPECIFICATIONS (cont.)

4DR Sedan – Large V8 RWD

Dimensions/Ratings	Min. Req.		
PA Estimated Mileage (City/Highway)	14/21 Gasoline	16/25	
Head Room (Front/Rear) in.	38/36	38.6/36.6	
Leg Room (Front/Rear) in.	41/40	41.8/40.1	
Hip Room (Front/Rear) in.	56/56	56.2/56.1	
Shoulder Room (Front/Rear) in.	59/57	59.5/57.9	
Trunk/Luggage Area (cu. ft.)	14	16.5	

Note: Please refer to detail written specification on prior pages for more details to the above out line specification minimums.

BID PRICE

AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, LARGE SIZE V8, REAR WHEEL DRIVE

ITEM ID NO:	ESTIMATED ANNUAL USAGE	DESCRIPTION	PRICE PER UNIT
19555	250	AUTOMOBILE, HIGHWAY PATROL (2012 or newer)	$22,737.01
INDICATE DAYS A.R.O.: 90 to 120 INDICATE CITY/STATE OF MANUFACTURER: MANUFACTURER: Dodge MODEL: Charger MODEL NUMBER: LDDE48 CONTRACTOR: Coughlin Chrysler Dodge Jeep REAR END GEAR RATIO: 2.65			
MANUFACTURER OPTION CODE:			

Contains recycled materials – Y/N: _____N_____If Yes _____%. Will not be part of the evaluation.

Note: If estimated usages are unknown a quantity of one (1) will be used for the evaluation.

List any exceptions to the specifications:

ITEM ID NO:	CONTRACTOR'S ORDER NO.	OPTIONS	UNIT COST
On Line		* Owner's Manual available on line: Y/N	N/C
On Line		* Part and Shop Manual available on line: Y/N	N/C
On Line		* Wiring Diagrams available: Y/N	N/C
19556	AEB	Street Appearance Package	$475.00
19557	FOB	Additional set of FOB Keys	$150.00

List Standard Paint Colors: Blackberry Pearl, Bright Silver Metallic, Bright White, Midnight Blue Pearl, Pitch Black, Redline 3 Coat Pearl, Sheriff Tan, Tungsten Metallic, White Gold; Special Colors; Electric Blue Pearl, MSP Blue.

CONTRACTOR INDEX

CONTRACTOR, TERMS, DELIVERY:

BID CONTRACT NO: OT901912 (09/15/11)

195138
Coughlin Chrysler Dodge Jeep Ram
15777 Watkins Road
Marysville, OH 43040

CONTRACT: OT901912-1

DELIVERY: 100-175 days ARO
TERMS: Net 30 Days

Preferred Method of Receiving Purchase Orders:

E-Mail: timtolle@coughlincars.com

CONTRACTOR'S CONTACT: Tim Tolle

TOLL FREE: (888) 378-6128
TELEPHONE: (614) 370-7528
FAX: (888) 808-1716
E-MAIL: timtolle@coughlincars.com