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

REQUIREMENTS CONTRACT: HIGHWAY PATROL AUTOMOBILES, 2010 MODEL YEAR (OR NEWER)*

CONTRACT No.: OT902610

EFFECTIVE DATES: 09/01/09 to 08/31/10
Renewal through 8/31/11*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902610 that opened on 08/19/09. 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 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

* By mutual agreement, 2011 vehicles will be offered at 2010 pricing effective 06/01/10; in addition this Contract is being renewed through 08/31/11; and the contract analyst is being updated.

Signed: _____
Hugh Quill, 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.

SITE VISIT: A site visit will be held on August 5, 2009 at Department of Public Safety Warehouse, 1583 Alum Creek, Columbus, OH to survey the current 09MY vehicle and discuss the requirements of the bid. The site visit will commence promptly at 10:00 AM barring an unforeseen circumstance that results in a delay of the site visit. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the site visit due to their failure to attend and/or arriving after the site visit has convened.

Please contact Mr. Dennis E. Zwayer, Fleet Manager by noon on August 4, 2009 at (614) 752-8159 during regular business hours to make arrangements for authorization to enter the facility. Failure to confirm bidders attendance by this deadline will result in bidder being denied entry into the facility. The state will not be responsible to a bidder for their failure to confirm attendance by this deadline and being denied entry into the facility.

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.

SPECIAL TERMS AND CONDITIONS (cont.)

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".

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: Jennifer Dammeyer, CPPB.

Contractor is to submit one (1) report showing:

INDEX NUMBER	CONTRACT NUMBER	ITEM NUMBER	# UNITS SOLD	$ VALUE

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 five (5) 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 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.

SPECIAL TERMS AND CONDITIONS (cont.)

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.

None _____ _____

_____ _____

_____ _____

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.

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.

C. The vehicle(s) shall in all respects meet or exceed all requirements of the federal government and the state for the model year bid. The vehicle(s) shall include all standard equipment normally sold and marketed to the retail public; unless specifically deleted by these specifications.

II. APPLICABLE DOCUMENTS:

A. Model Year 2009 EPA Fuel Economy Guide.

B. State of Michigan, Department of State Police and Department of Management and Budget, 2009 Model Year Police Evaluation Program; meet or exceed the standards established by the 2009 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 2010 or newer, body style - 4-door sedan, rear wheel drive, wheel base 114” minimum, trunk / luggage area 20 cubic feet minimum.

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, FFV / alternative fuel, 4.6L engine that will meet or exceed the vehicle performance requirements found elsewhere in these specifications.

SPECIFICATIONS (cont.)

IV. REQUIREMENTS: (cont.)

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 – 9.6 seconds or less; 0 - 80 mph - 16.4 seconds or less; 0 - 100 mph - 27.1 seconds or less.

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

Top speed of 120 mph (clean car) must be attained within a three (3) mile distance.

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

H. Filters: Vehicles to be equipped with replaceable element oil filter, air cleaner, and gas filter.

I. 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.

J. 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 rear axle shall be of the bevel gear hypoid type and of such design and construction as to be capable of transmitting to the driving wheels the full torque of the engine, as developed through the highest numerical gear reduction provided in the transmission. The gear ratio shall be as recommended by the manufacturer and shall be listed with the bid.

K. 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.

L. 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.

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

O. Brakes: Power assisted heavy duty police, fade-resistant brakes, semi-metallic lining, 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 27.20 ft/s^2 with no evidence of severe fading and the vehicle stopping in a straight line staying within the correct lane.

SPECIFICATIONS (cont.)

IV. REQUIREMENTS: (cont.)

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___X___ No _____.

Q. Wheels: Heavy duty 17" x 7.5" 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 7.5" 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 notarized form of the speedometer calibration. Face to read: 0 mph to 140 mph. Instrument error to be maximum plus or minus two (2) mph at all speeds between 10 to 140 mph.

T. Engine-Hour Meter: 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.

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 with heavy duty front and rear shock absorbers having no less than thirty (30%) percent rebound control. Heavy duty stabilizer bars, front and rear, giving the best combination to reduce body roll and provide flat cornering, limit dive on harsh or severe braking and limit squat on fast acceleration to provide optimum handling. Heavy duty springs (or equal components). Stabilizer bars are not to extend below lowest point of vehicle chassis. Front wheel bearings, spindles and hubs, shall be heavy duty and of a design adequate for long service and safety.

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.

SPECIFICATIONS (cont.)

IV. REQUIREMENTS: (cont.)

Y. Battery: 12 volt heavy duty, minimum rating of 750 cold cranking AMPS at zero degree Fahrenheit and a minimum reserve capacity of 115 minutes.

Z. Exterior Color: Vehicle color will be White as offered by the manufacturer or a standard color offered for model being bid. Front side moldings are to be deleted.

AA. Interior: The interior design in the dash area must allow space for a standard radio mounting console used by the highway patrol.

BB. 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 39 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.

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.

Standard available retail upholstery is an absolute requirement. All standard appearance and trim items must be included for enhancement of resale value. No "stripped", "fleet special" or "taxi special" trimmed or upholstered vehicles with deflated resale values will be accepted.

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 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 after-market with the ability to make operable at a later time for resale of vehicle).

5. Power door lock system - To be factory installed with the operational switch located on the front door trim pads. The rear doors are to be equipped with child proof locking switch installed and operational.

6. 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. A total of four (4) keys, without remotes, are to be furnished with each car, different key code for each car.

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

8. 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 conditioner's compressor off when the speed of the vehicle reaches and exceeds 75 mph or an acceptable compressor designed and warranted for high speed operations.

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

SPECIFICATIONS (cont.)

IV. REQUIREMENTS: (cont.)

DD. Additional Requirements Listed Shall Be Installed As Specified: (cont.)

10. 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 LED and a white halogen light with switches to permit turning on only one (red or white) light at a time.

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

12. Locking Gas Cap - All caps to be keyed alike for current model bid.

13. Lights - The lighting equipment shall be manufacturer's standard. All items required in the manufacturer of standard passenger cars by the Federal Safety Regulations shall be furnished.

14. Head lamps - Shall be halogen style.

15. Dual horns - Factory installed.

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

17. Non-glare day/night - Interior rear view mirror.

18. Exterior Mirrors - Dual black 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.

19. 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. Factory standard remote trunk release in the dash shall remain, but must be disabled. Trunk release to the left of the steering column shall be “hot” at all times.

20. AM/FM stereo radio - Mounted in dash with four (4) conventional radio speaker system. Two (2) rear speakers shall be connected to the commercial AM/FM radio. The two (2) front speakers shall be wired with a minimum of 24 inches of lead in wire exposed under the center of the dash. Speakers shall be minimum 4 ohm, with 25 watts of power (factory standard).

21. Gauges - In addition to the standard gauges, there shall be a needle - type 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.

SPECIFICATIONS (cont.)

IV. REQUIREMENTS: (cont.)

DD. Additional Requirements Listed Shall Be Installed As Specified: (cont.)

22. 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.

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

24. 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 sufficient difference of the hood control from the brake release so that there will not be any confusion between the two.

25. Spotlight - Shall be a factory installed Unity 6” halogen light, or state approved equal, pillar mounted on left side, completely wired, control operated with ignition on or off.

26. 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 (meaning the lights will be turned on from a vehicle trigger such as the voltage to the factory trunk lights, and the lights will not be switched from a switch that is internal to each light). 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.

27. 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.

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

SPECIFICATIONS (cont.)

V. TRUNK ORGANIZER:

A. TRUNK ORGANIZER: The Trunk Organizer shall be installed by the vehicle manufacturer, if available, unless otherwise specified by the ordering agency. The Trunk Organizer minimum requirements:

1. Trunk Organizer to fit securely in the trunk cavity of the vehicle.

2. Custom fit to the vehicle trunk.

3. Drop in high density polymer shell being divided into a minimum of two (2) compartments.

4. Penetration resistant.

5. Reduce risk of vehicle damage caused by police equipment not being securely held in the trunk of the vehicle.

6. Include translucent Trunk Organizer lids for each cavity, if available.

7. Include extended “J” hook to secure the spare tire in the high density polymer shell.

8. Contain any other manufacturer’s standard equipment and installation equipment not otherwise noted in these specifications.

VI. 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.

SPECIFICATIONS (cont.)

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. Certificate of Title: The Contractor shall furnish the Certificate of Title for each new vehicle and deliver same within five (5) days after acceptance of the vehicle. The title shall be filed in any county in Ohio, and delivered to the Ohio State Highway Patrol, Logistic Services, Fleet Management Office.

D. 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 Office of Logistic Services, Fleet Management, at least once every thirty (30) days for a minimum of twenty-four (24) months after delivery of the vehicles.

E. 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.

SPECIFICATIONS (cont.)

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/60,000 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: One (1) set of Technical Service Bulletins are required each mailing.

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 can not 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.

B. 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	Ford	Flexible Fuel Vehicle (FFV)	Required
Mfg. Model	Crown Victoria PI P7B	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.)	114	Trunk Light	Automatic
Base Curb Weight (lbs.)	4,200	Interior Lighting	Over head dome and dome driver light (red/white)
Body Side Moldings; Front deleted, Rear installed	Rear Required	Air Conditioning	Required
Power Train	Rear Wheel Drive	Seat Covering	Cloth FR, Vinyl RR
Engine Type (Cylinder/Liter)	V8 / 4.6L	Floor Covering	Heavy – duty rubber
Horsepower (HP)	250	Radio – Factory Installed	AM/FM
Cooling System	Heaviest Duty Available	Front Seat Type	Bucket adjustable – no center console
Automatic Transmission	Auto, 4-sp	Rear Seat Type	Bench – no center console
Alternator (amps)	200	Power Antilock Brakes (ABS) (Front and Rear)	Required
Battery (CCA)	750	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 (factory standard)	Required – Driver control lock out	12 Volt Power outlet, in front compartment	Required
		Interior Rear View Mirror	Day/Night
Rust Proofing	Min factory warranty	Fuel at delivery (final acceptance)	½ tank
Paint– Specify Std Colors	White - Standard min.	Mfg. Standard Warranty	Min. 3/36 Bumper to Bumper and 5/60 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.		
EPA Estimated Mileage (City/Highway)	14/21 Gasoline 12/17 E85		
Head Room (Front/Rear) in.	39/37		
Leg Room (Front/Rear) in.	41/38		
Hip Room (Front/Rear) in.	57/56		
Shoulder Room (Front/Rear) in.	60/60		
Trunk/Luggage Area (cu. ft.)	20		

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

PRICE SCHEDULE

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

ITEM ID NO:	DESCRIPTION	PRICE PER UNIT
202	AUTOMOBILE, HIGHWAY PATROL (2010 or newer)*	$21,569.00
INDICATE DAYS A.R.O.: 100 – 175 Days INDICATE CITY/STATE OF MANUFACTURER: ST. Thomas , Canada MANUFACTURER: Ford Motor Company MODEL: Crown Victoria Police Interceptor MODEL NUMBER: P7B CONTRACTOR: Germain Ford REAR END GEAR RATIO: 3.27 to 1		
11749	TRUNK ORGANIZER (Factory Installed, if available)	$175.00
MANUFACTURER OPTION CODE:	14T	

Contains recycled materials – Y/N: _____NO_____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: None

ITEM ID NO:	CONTRACTOR'S ORDER NO.	OPTIONS	UNIT COST
11750	O.M.	Extra Owner's Manual (Bidder to specify Paper or CD: Paper)	$59.00
11751	P.M.	Extra Parts Manual (Bidder to specify Paper or CD: : C.D)	$209.00
11752	S.M.	Extra Shop Manual (Bidder to specify Paper or CD: : C.D)	$209.00
14747	750A	Street Appearance Package	$199.00
16545	EXTKEY	Additional set of Keys (Set of 4 or $13.00 Each)	$52.00

List Standard Paint Colors: Arizona Beige Metallic AQ, Medium Brown Metallic BU, Smokestone Metallic HG, Dark Toreador Red Metallic JL, Dark Blue LK, Silver Birch Metallic JP, Norsea Blue Metallic KR, Royal Blue LM, Light Blue Metallic LN, Light Ice Blue Metallic LS, Light Grey TM, Ultra Blue Metallic MM, Silver Gray Metallic TN, Black UA, Vibrant White WT, Medium Titanium Metallic YG.

Street Appearance Package (60B) paint colors (no additional cost after the street appearance upgrade charge): Smokestone Metallic HG, Dark Toreador Red Metallic JL, Silver Birch Metallic JP, Noresea Blue Metallic KR, Light Ice Blue Metallic LS, Black UA, Vibrant White WT.

* By mutual agreement, 2011 vehicles will be offered at 2010 pricing effective 06/01/10

CONTRACTOR INDEX

CONTRACTOR, TERMS, DELIVERY:

BID CONTRACT NO: OT902610 (08/31/10)
*Contract renewed through 08/31/11

71431
Germain Ford
7250 Sawmill Rd.
Columbus, OH 43235

CONTRACT: OT902610-1

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

Preferred Method of Receiving Purchase Orders:

E-Mail: frankbeaver@columbus.rr.com

CONTRACTOR'S CONTACT: Frank Beaver

TOLL FREE: (800) 228-1178
TELEPHONE: (614) 570-0702
FAX: (614) 793-2772
E-MAIL: frankbeaver@columbus.rr.com

*By mutual agreement, Contract renewed through 08/31/11.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	06/01/10	By mutual agreement, 2011 vehicles will be offered at 2010 pricing effective 06/01/10; in addition this Contract is being renewed through 08/31/11; and an update to the contract analyst.