



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: NEW, MODEL YEAR 2011 AUTOMOBILES AND PASSENGER VANS

CONTRACT NUMBER: SR900111

EFFECTIVE DATES: 01/19/11 TO 09/30/11

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. SR900111 that opened on 11/19/10. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

The agency listed herein is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

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 the properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services and State Institutions of higher education as applicable.

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

*David Colopy
david.colopy@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>

* Indicates change in contract analyst.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART ONE: WORK REQUIREMENTS

This attachment describes the activities and services (the "Work") which the Contractor must complete satisfactorily. It also describes the vehicles, items, and documents (the "Deliverables") which the Offeror must deliver as part of the completed Work.

I. SCOPE OF WORK

A. APPLICABLE DOCUMENTS:

1. Ohio Revised Code Chapter 125
2. Ohio Revised Code Chapters 4501, 4503, 4505, 4513, and 4517
3. State of Ohio Vehicle Specifications as stated herein
4. Federal Motor Vehicle Safety Standards (FMVSS)
5. Society of Automotive Engineers (SAE) Automotive Technical Standards
6. Occupational Safety & Health Administration (OSHA) Regulations
7. U.S. Environmental Protection Agency (EPA) Laws & Regulations

B. VEHICLES:

1. VEHICLE CLASSIFICATIONS:

- Item 1A: 4 Door Compact Sedan – Gasoline
- Item 2B: 4 Door Midsize Sedan - Flexible Fuel
- Item 3B: Compact 7 Passenger Van - Flexible Fuel
- Item 4B: Full Size 8 Passenger Van - Flexible Fuel
- Item 5B: Full Size 12 Passenger Van - Flexible Fuel
- Item 6B: Full Size 15 Passenger Van - Flexible Fuel

2. VEHICLE QUANTITIES: The quantities listed below are estimates for 2011. These quantities reflect both state and cooperative purchase estimates. These estimates are informational only and not intended to be a guarantee of quantities to be purchased.

Item #	Vehicle	Estimated Quantities
Item 1A	4 Door Compact Sedan – Gasoline	426
Item 2B	4 Door Midsize Sedan - Flexible Fuel	46
Item 3B	Compact 7 Passenger Van- Flexible Fuel	29
Item 4B	Full Size 8 Passenger Van - Flexible Fuel	17
Item 5B	Full Size 12 Passenger Van - Flexible Fuel	15
Item 6B	Full Size 15 Passenger Van - Flexible Fuel	7

3. SPECIFICATIONS: It is the intent that all specifications herein are in full and complete compliance with all federal and state of Ohio laws, requirements, and regulations applicable to the Work and the Deliverables being provided. This includes, but is not limited to, FMVSS, OSHA, EPA, SAE Standards, and state of Ohio laws, requirements, and regulations. In addition, any applicable federal or state legislation that should become effective during the term of the Contract, including any renewal, regarding the Deliverables shall immediately become a part of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the State immediately.
- a. Vehicles must be new, 2011 model year vehicles. No used vehicles are acceptable.
 - b. Vehicles must meet or exceed the minimum requirements for the standard specification items listed on the Vehicle Specifications found in Attachments Eight-A, Nine-A, Ten-A, Eleven-A, Twelve-A and Thirteen-A.
 - c. Vehicles proposed are to be standard manufacturer product lines available to the general public.
 - d. All items (parts, components, equipment, features, controls, material and/or accessories) and options shall be supplied and installed by the manufacturer. Contractor installation is only permitted should factory installation not be available.

- e. All items (parts, components, equipment, features, controls, material and/or accessories) and options shall be original equipment manufacturer (OEM) items when available.
 - f. Vehicles proposed shall be equipped with an engine that meets the minimum requirements for the EPA Estimated Mileage as stated in the Vehicle Specifications. In the instance where an EPA Estimated Mileage is not available, the Offeror is to supply the manufacturer's estimated mileage for the vehicle engine proposed.
 - g. Each vehicle shall be completely assembled, serviced and ready for use when delivered to the ordering entity. Unless specified otherwise; any parts, components, equipment, controls, materials, features, performances, capacities, ratings or designs, which are standard and/or necessary to form an efficient and complete working vehicle, shall be furnished whether specifically required herein or not. Any item not specified herein but deemed necessary for the application shall be supplied and shall meet the industry standards and practices, federal and state safety standards and regulations, and other applicable standards.
 - h. The Offeror shall furnish any item (part, component, equipment, feature, control, material, performance, capacity, rating, design and/or accessory) included in manufacturer's standard or base vehicle covered under manufacturer's make, model and model year whether explicitly specified herein or not. The Offeror shall not delete manufacturer's standard item using manufacturer's delete option or any aftermarket option.
 - i. Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. The Offeror must be sure such requirements are noted in their proposal. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.
 - j. Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the Contractor or manufacturer to comply with state of Ohio requirements. Any extra items (parts, components, equipment, features, controls, material and/or accessories) or options delivered on vehicles cannot and will not be paid for by the ordering entity.
 - k. With regards to the vehicle differential type/ratio, for the purposes of this RFP the terms limited slip, anti-spin, automatic locking rear, locking, TRAC-LOC, etc. are to have the same meaning. The Offeror is to state the standard rear axle ratio being offered and is to propose any additional ratio that may be available when preparing their Proposal.
4. STANDARD EQUIPMENT: The following items of factory-installed equipment shall be required as standard equipment on each vehicle listed in this RFP, unless otherwise noted:
- a. 12V power point.
 - b. Spare wheel and tire to be manufacturers standard for the model proposed.
 - c. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, steel belted radials (all season tread; unless otherwise specified).
 - d. Radio Suppression: Each vehicle listed in this RFP shall have the manufacturer's standard radio suppression system.
 - e. Paint: The entire vehicle shall be painted in accordance with automotive standards. All colors are to be solid and manufacturer standard and will be specified on the order. Certain vehicles may require specific paint as noted. The Offeror is to note which colors are standard at no extra cost on each vehicle proposal. 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.
 - f. Rust Proofing: Each vehicle listed in this RFP shall have the manufacturer's standard corrosion protection. A copy of the corrosion protection warranty is to be returned with the Proposal, certifying compliance to this requirement. Failure to provide this warranty may result in disqualification of the Proposal.
 - g. Vehicles shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being proposed, but not listed above, must not be removed from the vehicle. Manufacturer's disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion.

5. **OPTIONAL EQUIPMENT:** It is the responsibility of the Offeror to make sure that any additional options being offered does not change the vehicle model being proposed.
 - a. Optional equipment required to be furnished on the vehicles, is noted on the Vehicle Specifications attachments. Options listed herein, are to be factory installed except for any item(s) not available from the factory.
 - b. The Contractor shall include any option that is available at no extra charge and selected by an ordering entity at the time of ordering.
 - c. The Additional Option Package lines have been included on the Cost Summary Form for the Offeror to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the Contractor to make sure that the entire contents of that option package is made available to the ordering entity and that is what the ordering entity wants included in their purchase.
 - d. Following the Contract award, any vehicle option that was not specified in the Vehicle Specifications or the Proposal Cost Summary Form, and is desired by the ordering entity, will be made available to the ordering entity at the price designated as the Unspecified Option Price in the Cost Summary Form. The addition of this option must not change the vehicle model.

6. **GUARANTEE/WARRANTY:**
 - a. The Offeror warrants all Deliverables furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including specifications or standards. In addition, the Offeror/Contractor warrants the Deliverables are suitable for and will perform in accordance with the purposes for which they are intended.
 - b. The Contractor must provide a minimum 3 year/36,000 mile bumper to bumper manufacturer warranty.
 - c. Offeror is to indicate in their Proposal where a vehicle manufacturer's standard warranty exceeds the specified 3 year/36,000 mile bumper to bumper warranty period.
 - d. Unless ordered with extended warranty, manufacturer's standard warranty shall apply.
 - e. The Contractor must guarantee that the vehicle and all its items (parts, components, equipment, features, controls, material and/or accessories) will comply with the current, applicable federal and state safety standards and regulations and will perform their functions adequately, and operate successfully without undue wear or vibration.
 - f. The Offeror will ensure that the manufacturer whose products are proposed has a servicing dealer or service location within the state of Ohio for warranty service/repair/recall. Users of this Contract should contact the Contractor in cases where warranty service/repair is to be performed at a place other than the Contractor's location to arrange for a servicing dealer within a closer proximity to their location.
 - g. The Contractor is responsible for any warranty service/repair/recall, which will be at the Contractor or manufacturer's expense. Events beyond the Contractor's control, such as lack of parts due to strikes and unforeseen acts of God, shall constitute valid reasons for delay in making necessary repairs. However, the State shall make such determination.

7. **DOCUMENTATION:**
 - a. **Manufacturer's Certificate:** Offerors submitting a proposal may be required to submit a letter of manufacturer authorization from the manufacturer whose vehicle(s) is being proposed, certifying that the Offeror is authorized by the manufacturer to propose the vehicle(s) specified. It will be the responsibility of the Contractor to notify the State of any changes in the status of the Offeror franchise.
 - b. **Manuals:** The Contractor shall supply vehicle operation and maintenance manuals and any other manual that the vehicle manufacturer supplies as a standard manual. These manuals shall be delivered directly to the ordering entity upon delivery of the vehicle. Failure to supply these manuals may delay processing of invoices for payment

7. DOCUMENTATION (Cont'd.):

- c. Certificate of Title/Title Documents: Title shall be filed by the Contractor and delivered to the ordering entity within fifteen (15) days after delivery of the vehicle. NOTE: Multiple titles may require additional time to process. Payment of invoice is not to be delayed awaiting title. In the case of an ordering entity authorized to complete their own title registration, the Contractor shall furnish the title documents for each new vehicle and deliver same to the ordering entity, unless otherwise specified on purchase order. The Contractor shall deliver with these necessary papers a \$5.00 per vehicle filing fee, at time of vehicle delivery, to any ordering entity authorized to complete their own title registration.
- d. Warranty: A copy of all vehicle and item (parts, components, equipment, features, controls, material and/or accessories) warranties shall be delivered directly to the ordering entity upon delivery of the vehicle. An order will be considered incomplete until such warranties are delivered.
- e. Service Policy: The Contractor 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.
- f. Temporary (30 Day) Tag: Contractor shall furnish with each vehicle delivered a 30 day tag as requested by the ordering entity.
- g. Descriptive Literature: The Offeror may be required to submit descriptive literature of the vehicles, items, options or services being offered. If requested, the literature may be used in the evaluation of the Proposal. If not provided as part of the RFP response, the Offeror 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 Proposal (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 Offeror to furnish descriptive literature, either as part of their RFP response or within the time specified herein, will deem the Offeror not responsive.

C. ORDERS/PURCHASE ORDERS:

- 1. Ordering entities are strongly encouraged to place orders as early as possible in the model year. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the Contract, unless the Contract provides for quarterly deliveries.
- 2. When applicable, purchase orders may be placed for delivery to the ordering entity on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the Contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date, are to be fulfilled by the Contractor.
- 3. Purchase orders for vehicles, items, and services listed in the Contract will be placed directly with the Contractor by the ordering entity. All purchases made by state agencies only, will be placed using either the official state of Ohio purchase order or by a purchase order issued by the State's third party financing administrator. The State will not be obligated to pay for purchases of any vehicles, options or services, made by any other method. The State will not be responsible for orders placed by unauthorized employees. A purchase order will authorize the Contractor to provide the required vehicles, items or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering entity to pay for the vehicles, items or services furnished by the Contractor.

C. ORDERS/PURCHASE ORDERS (Cont'd.):

- All purchase orders placed against this Contract are to contain verbiage exactly as to how the title, delivery instructions, etc. are to read, i.e.:

	TITLE TO:	SHIP TO:	BILL TO:
ENTITY TAX NO.			
ENTITY NAME			
ADDRESS			
CITY/STATE			
COUNTY			
CONTACT			
TELEPHONE/FAX/E-MAIL			

In addition, each Contract user should list on each purchase order an ordering entity contact person with phone number, fax number, and e-mail for Contractor questions, delivery notification, etc., as shown above.

- The Contractor is expected to enter an order with the manufacturer within two (2) working days of their receipt of a purchase order from the ordering entity.
- Within two (2) working days of their receipt of the ordering entity's purchase order, the Contractor shall provide confirmation of their receipt of the purchase order and a projected shipping date for the vehicle(s) being ordered. The confirmation document may be conveyed to the ordering entity by either fax or electronic means. The confirmation document shall confirm the Contractor's order number, specific vehicle(s) and item(s), order quantities, vehicle price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the ordering entity's order with the Contractor's order number entered thereon.

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

- Orders placed against any contract resulting from this RFP, shall be provided to the Contractor no later than the manufacturer's production termination notice (build-out). Historically, this date occurs around March, but in some cases, may occur much earlier. Agencies will be notified of these dates, but are urged to submit their orders as quickly as possible after award of the Contract.
- 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.
- Any order received by the Contractor after the build-out date will be subject to availability. The Contractor reserves the right to accept or reject these orders. The Contractor will be required to notify the ordering entity, within five (5) working days, after the purchase order has been received by the Contractor, whether the purchase order will be accepted or rejected. If the purchase order is rejected, it shall be returned to the ordering entity by the Contractor. Once accepted, the Contractor shall be required to fulfill the order. Failure to do so may result in the ordering entity purchasing a comparable vehicle from another source. The Contractor will be held liable for any difference in price.

E. PRE-DELIVERY INSPECTION & SERVICE: The Contractor will perform the standard manufacturer's pre-delivery inspection and service, and is responsible for delivering a vehicle that is properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- Complete lubrication of operating chassis, engine, and mechanisms with manufacturer's recommended grades of lubricants;
- Check / Fill all fluid levels to assure proper fill. Each vehicle should be protected to -20° F, with a permanent type anti-freeze;
- Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s);
- Inflate tires (including any spares) to proper pressures;

E. PRE-DELIVERY INSPECTION & SERVICE (Cont'd.):

5. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean vehicle, if necessary, and remove all unnecessary tags, stickers, papers, etc;
7. Assure that the vehicle is completely assembled, properly adjusted, and thoroughly tested and is ready for immediate and continuous operation upon delivery;
8. Assure that the vehicle shall be delivered with at minimum a one quarter ($\frac{1}{4}$) full tank of fuel.

F. TRAINING: Complete instructions on the operation and maintenance of each vehicle and a demonstration on the operation of the vehicle shall be given by the Contractor, if requested by the ordering entity. Training is to include operator training with instruction on proper operation and basic preventive maintenance of the vehicle. Training shall take place at the Contractor's location or, upon the time of delivery of the vehicle, at the ordering entity's location based upon the preference of the ordering entity.

G. DELIVERY:

1. Delivery to the ordering entity is to be accomplished within seven (7) calendar days after the Contractor receives and services the ordered vehicle.
2. Upon receipt of the vehicle from the manufacturer, the Contractor is to acknowledge receipt of the vehicle to the ordering entity. The Contractor is to then schedule delivery with the ordering entity. Delivery may be refused by the ordering entity if delivery was not scheduled.

H. PERFORMANCE AGREEMENT:

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

I. DELAYED DELIVERY: Certain ordering entities may require delayed delivery on vehicles, items, or services within the Contract. For any vehicle order that requests delayed delivery, the Contractor may assess storage charges. The Contractor must inform the ordering entity, at the time of the request of the delay, of their decision to assess such storage charges. Storage charges can commence seven (7) calendar days after the ordering entity is contacted by the Contractor that the vehicle is serviced and ready for delivery or pick-up. The rate of such charges shall not exceed 12% annual rate.

- J. DELIVERY INSTRUCTIONS: The transporting and delivery of vehicles shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. All deliveries shall be effected per Proposal commitment. Failure to meet delivery requirements may be cause for cancellation, only with the approval of the Office of State Purchasing.
- K. DELIVERY CHARGE: Any vehicle ordered from this Contract shall be delivered F.O.B. destination to any ordering entity located within the state of Ohio as stated on the purchase order, at the rate per round-trip mile per vehicle Delivery Charge as listed on the vehicle's Cost Summary Form. When generating orders, ordering entities should contact the Contractor and establish the total round-trip miles for a vehicle from the Contractor's location, using the state of Ohio Official Highway Map, unless some other mutually agreed upon method is acceptable.
- L. MINIMUM DELIVERY CHARGE: The Minimum Delivery Charge, as listed on the vehicle's Cost Summary Form, is to be used instead of the Delivery Charge when the calculated Delivery Charge of a vehicle is less than the Minimum Delivery Charge. The Contractor may not bill for both the Delivery Charge and the Minimum Delivery Charge.
- M. F.O.B. POINT: Contractor must provide vehicles and items under the Contract F.O.B., the place of destination. The place of destination will be specified by the ordering entity on their purchase order or other ordering document.
- N. ACCEPTANCE: Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering entity that the vehicle delivered conforms 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.
- O. SUBMISSION OF INVOICES: Invoices will not be issued prior to receipt of a purchase order. The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:
1. The purchase order number authorizing the delivery of the Deliverables.
 2. A description of the Deliverables that the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of all the Deliverables delivered.
- P. CONTRACTOR RESPONSIBILITIES: The Contractor must meet all RFP requirements and perform Work as defined in the Scope of Work.

VEHICLE SPECIFICATIONS

Sedan – Compact - Gasoline

Item Number 1A

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make		Rear Window Defroster	Required
Mfg. Model		Intermittent Windshield Wipers	Required
Seating Capacity	5	Trunk/Cargo Light	Automatic
# of Doors	4	Air Conditioning	Required
Wheelbase (.in)	102	Seat Covering	Cloth
Base Curb Weight (lbs.)	2,580	Floor Covering	Carpet
Body Side Moldings	Mfg. Std.	Floor Mats	Front/Rear
Engine Type (Cylinder/Liter)	4/1.8	Radio	AM/FM
Alternative Fuel (Type)	NA	Front Seat Type	Bucket
Horsepower (HP)	135	Power Antilock Brakes (Front and Rear)	Required
Cooling System	h.d.a.	Restraint System (Driver and Passenger)	Required
Automatic Transmission	Automatic	Supplemental Restraint System (Driver and Passenger)	Required
Alternator (amps)	Mfg. Std.	Tires	All Season
Battery (CCA)	Mfg. Std.	Spare Tire	Compact
Fuel Capacity (gals.)	13	Mfg. Standard Warranty	3yr/36K Mile Min.
Exterior Rear View Mirror	Dual	Remote Keyless Entry	Required
Keyed Door Locks	Required	Tilt Wheel	Required
Power Windows and Door Locks	Required	Cruise Control	Required
Dimensions/Ratings		Optional Equipment	
Head Room (Front/Rear)	38/37	30-Day Tag	
Leg Room (Front/Rear)	40/32	Parts Manuals	
Hip Room (Front/Rear)	49/46		
Shoulder Room (Front/Rear)	53/51		
Trunk/Luggage Area (cu. ft.)	13.5		

COST SUMMARY FORM

Sedan – Compact - Gasoline

Item Number 1A

New, Model Year 2011 Automobiles and Passenger Vans for Ohio

UNSPSC CATEGORY CODE: 25101503

DELIVERY: 100 DAYS A.R.O. (See Scope of Work) INDICATE CITY/STATE OF MANUFACTURER: Wayne, Michigan

CONTRACTOR: Germain Ford MFG: Ford MODEL: Focus MODEL NUMBER: P3F

ITEM ID NO: 18338 BASE UNIT PRICE: \$14,399.00

List any exceptions to the vehicle specifications:	None
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ITEM ID NO.:
18339 DELIVERY CHARGE: \$ 0.50/round-trip mile/vehicle.

18340 MINIMUM DELIVERY CHARGE: \$ 50.00/vehicle.

ITEM ID NO.	CONTRACTOR'S ORDER NO.	OPTIONS	OPTION UNIT PRICE
	30 Day	30 Day Tag	\$ 0.00
18341	Parts CD	Parts Manual (Electronic)	\$ 200.00

18342 UNSPECIFIED OPTION PRICE: 3% above manufacturer invoice.

Any option not specified in the options table above will be made available to the ordering entities, following Contract award, at the Unspecified Option Price. If no Unspecified Option Price is provided by the Offeror, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price and Additional Option Packages specified by the Offeror will not be used in the vehicle evaluation.

List standard paint colors: Kona Blue, Race Red, Frosted Glass, Tuxedo, Sterling Gray, Ingot Silver, Oxford White

VEHICLE SPECIFICATIONS

Sedan – Midsize - Flex Fuel

Item Number 2B

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make		Rear Window Defroster	Required
Mfg. Model - Model No.		Intermittent Windshield Wipers	Required
Seating Capacity	5	Trunk/Cargo Light	Automatic
# of Doors	4	Cruise Control and Tilt Wheel	Required
Wheelbase (in.)	106	Air Conditioning	Required
Base Curb Weight (lbs.)	2,950	Power Steering	Required
Body Side Moldings	Mfg. Std.	Seat Covering	Cloth
Engine Type (Cylinder/Liter)	6/2.4	Remote Trunk Release	Required
Alternative Fuel (Type)	E85 Flex Fuel	Floor Covering	Carpet
Horsepower (HP)	146	Floor Mats	Front/Rear
Cooling System	h.d.a.	Radio	AM/FM/CD
Automatic Transmission	Automatic	Front Seat Type	Bucket
Alternator (amps)	Mfg. Std.	Power Antilock Brakes (Front and Rear)	Required
Battery (CCA)	Mfg. Std.	Restraint System(Driver and Passenger)	Required
Fuel Capacity (gals.)	16	Supplemental Restraint System (Driver and Passenger)	Required
Exterior Rear View Mirrors	Dual	Tires	All Season
Remote Keyless Entry	Required	Spare Tire	Compact
Keyed Door Locks	Required	Mfg. Standard Warranty	3yr/36K Mile Min.
Power Windows and Door Locks	Required		
Dimensions/Ratings		Optional Equipment	
Head Room (Front/Rear)	37/35	Side Air Impact Bags	
Leg Room (Front/Rear)	41/36	Power Driver's Seat	
Hip Room (Front/Rear)	53/52	30-Day Tag	
Shoulder Room (Front/Rear)	55/54	Parts Manual	
Trunk/Luggage Area (cu. ft.)	13	Shop Manual	

COST SUMMARY FORM

Sedan – Midsize - Flex Fuel

Item Number 2B

New, Model Year 2011 Automobiles and Passenger Vans for Ohio

UNSPSC CATEGORY CODE: 25101503

DELIVERY: 100 DAYS A.R.O. (See Scope of Work) INDICATE CITY/STATE OF MANUFACTURER: Hermosillo, Mexico

CONTRACTOR: Germain Ford MFG: Ford MODEL: Fusion MODEL NUMBER: P0H

ITEM ID NO: 18343 BASE UNIT PRICE: \$17,399.00

List any exceptions to the vehicle specifications:	None
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ITEM ID NO.:
18344 DELIVERY CHARGE: \$ 0.50/round-trip mile/vehicle.

18345 MINIMUM DELIVERY CHARGE: \$ 50.00/vehicle.

ITEM ID NO.	CONTRACTOR'S ORDER NO.	OPTIONS	OPTION UNIT PRICE
	Std	Side Impact Air Bags	\$ 0.00
	Std	Power Driver's Seat	\$ 0.00
	30 Day	30-Day Tag	\$ 0.00
18346	Parts CD	Parts Manual (Electronic)	\$ 200.00
18347	Shop CD	Shop Manual (Electronic)	\$ 200.00

18348 UNSPECIFIED OPTION PRICE: 3% above manufacturer invoice.

Any option not specified in the options table above will be made available to the ordering entities, following Contract award, at the Unspecified Option Price. If no Unspecified Option Price is provided by the Offeror, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price and Additional Option Packages specified by the Offeror will not be used in the vehicle evaluation.

List standard paint colors: Bordeaux Red, Tuxedo Black, Sterling Gray, Ingot Silver, White Suede

VEHICLE SPECIFICATIONS

**Van – Compact, 7 Passenger – Flex
 Fuel**

Item Number 3B

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make		Intermittent Windshield Wipers	Required
Mfg. Model - Model No.		Rear Window Wiper	Required
Seating Capacity	7	Rear Door Type	Lift-up
Wheelbase (in.)	119	Side Door Type	Sliding Left & Right
Gross Vehicle Weight Rating (GVWR)	5600	Power Windows & Door Locks	Required
Engine Type (Cylinder/Liter)	6/3.3L	Cruise Control and Tilt Wheel	Required
Alternative Fuel (Type)	E85 Flex Fuel	Air Conditioning	Front & Rear
Horsepower (HP)	175	Power Steering	Required
Torque (ft.-lb.)	201 @4,000RPM	Seat Covering	Cloth
Cooling System	h.d.a.	Floor Covering	Carpet
Drive Axle	Front	Floor Mats	Front and Rear
Automatic Transmission	Automatic	Radio	AM/FM/CD
Alternator (amps)	h.d.a.	Power Antilock Brakes (Front and Rear)	Required
Battery (CCA)	500	Restraint System (Driver and Passenger)	Required
Fuel Capacity (gals.)	20	Supplemental Restraint System(Driver and Passenger)	Required
Exterior Rear View Mirror	Dual	Tires	All Season
Dark Tinted Glass	Required	Spare Tire	Compact
Windows	All Around	Mfg. Standard Warranty	3yr/36K Mile Min.
Rear Window Defroster	Required		
Front Seat Type	Bucket		
Dimensions/Ratings		Optional Equipment	
Head Room (Front/Rear)	38/38/37	30-Day Tag	
Hip Room (Front/Rear)	57/61/48	Parts Manual	
Leg Room (Front/Rear)	39/34/31	Shop Manual	
Shoulder Room (Front/Rear)	59/61/48		
Trunk/Luggage Area (cu. ft.)	130		

COST SUMMARY FORM

Van – Compact, 7 Passenger – Flex Fuel

Item Number 3B

New, Model Year 2011 Automobiles and Passenger Vans for Ohio

UNSPSC CATEGORY CODE: 25101505

DELIVERY: 90 - 120 DAYS A.R.O. (See Scope of Work) INDICATE CITY/STATE OF MANUFACTURER: Windsor, Ontario

CONTRACTOR: Arena Dodge MFG: Dodge MODEL: Grand Caravan MODEL NUMBER: RTKM53

ITEM ID NO: 18349

BASE UNIT PRICE: \$20,665.00

List any exceptions to the vehicle specifications:

None

ITEM ID NO.:

18350 DELIVERY CHARGE: \$ 0.30/round-trip mile/vehicle.

18351 MINIMUM DELIVERY CHARGE: \$ 50.00/vehicle.

ITEM ID NO.	CONTRACTOR'S ORDER NO.	OPTIONS	OPTION UNIT PRICE
18352	TT 30	30 Day Tag	\$ 18.50
	Tech Authority	Parts Book (Chrysler on line subscription)	\$ 0.00
	Tech Authority	Shop Manual (Chrysler on line subscription)	\$ 0.00
18353	JPR	Eight Way Power Seat	\$ 395.00

18354 UNSPECIFIED OPTION PRICE: 3% above manufacturer invoice.

Any option not specified in the options table above will be made available to the ordering entities, following Contract award, at the Unspecified Option Price. If no Unspecified Option Price is provided by the Offeror, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price and Additional Option Packages specified by the Offeror will not be used in the vehicle evaluation.

List standard paint colors: PS2 - Silver, PXR - Black, PW1 – Stone White, PAV - Charcoal

VEHICLE SPECIFICATIONS

Van – Full Size, 8 Passenger – Flex Fuel

Item Number 4B

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make		Intermittent Windshield Wipers	Required
Mfg. Model - Model No.		Rear Door Type	Vertical Swing-Out
Seating Capacity	8	Side Door Type	Hinged
Wheelbase (in.)	135	Power Windows & Door Locks	Required
Overall Length (in.)	211	Cruise Control and Tilt Wheel	Required
Gross Vehicle Weight Rating (GVWR)	7,000	Air Conditioning	Front & Rear
Payload (lbs.)	1,800	Power Steering	Required
Engine Type (Cylinder/Liter)	6/4.3L	Seat Covering	Cloth
Horsepower (HP)	195	Floor Covering	Carpet
Alternative Fuel	E85 Flexible Fuel	Floor Mats	Front Only
Torque (ft.-lb.)	260	Radio	AM/FM
Cooling System	h.d.a.	Front Seat Type	Bucket
Automatic Transmission	Automatic	Rear Seat Type	Bench
Drive Axle	Rear	Power Antilock Brakes (Front and Rear)	Required
Differential Type/Ratio	Locking/3.42	Restraint System (Driver and Passenger)	Required
Alternator (amps)	105	Supplemental Restraint System (Driver and Passenger)	Required
Battery (CCA)	600	Tires	All Season
Fuel Capacity (gals.)	31	Spare Tire	Full Size
Exterior Rear View Mirror	Dual	Mfg. Standard Warranty	3yr/36K Mile Min.
Tinted Glass	Required		
Windows	All Around		
Dimensions/Ratings		Optional Equipment	
Head Room (1 st /2 nd /3 rd)	39/38/38	Sliding Side Door	
Leg Room (1 st /2 nd /3 rd)	40/34/36	Rear Step Bumper	
Hip Room (1 st /2 nd /3 rd)	65/66/63	Remote Keyless Entry	
Shoulder Room (1 st /2 nd /3 rd)	68/68/63	30-Day Tag	
Trunk/Luggage Area (cu. ft.)	204	Parts Manuals	
		Shop Manual	

COST SUMMARY FORM

Van – Full Size, 8 Passenger – Flex Fuel

Item Number 4B

New, Model Year 2011 Automobiles and Passenger Vans for Ohio

UNSPSC CATEGORY CODE: 25101505

DELIVERY: 100 DAYS A.R.O. (See Scope of Work) INDICATE CITY/STATE OF MANUFACTURER: Avon Lake, Ohio

8

CONTRACTOR: Germain Ford MFG: Ford MODEL: Passenger MODEL NUMBER: E1B

ITEM ID NO: 18355

BASE UNIT PRICE: \$19,199.00

List any exceptions to the vehicle specifications:

None

ITEM ID NO.:

18356 DELIVERY CHARGE: \$ 0.50/round-trip mile/vehicle.

18357 MINIMUM DELIVERY CHARGE: \$ 50.00/vehicle.

ITEM ID NO.	CONTRACTOR'S ORDER NO.	OPTIONS	OPTION UNIT PRICE
	60S	Sliding Side Door	\$ 0.00
18358	769	Rear Step Bumper	\$ 170.00
18359	948	Remote Keyless Entry	\$ 225.00
	30 Day	30 Day Tag	\$ 0.00
18360	Parts CD	Parts Manual (Electronic)	\$ 200.00
18361	Shop CD	Shop Manual (Electronic)	\$ 200.00
18362	Trailer Tow	Trailer Tow with Hitch	\$ 395.00

18363 UNSPECIFIED OPTION PRICE: 3% above manufacturer invoice.

Any option not specified in the options table above will be made available to the ordering entities, following Contract award, at the Unspecified Option Price. If no Unspecified Option Price is provided by the Offeror, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price and Additional Option Packages specified by the Offeror will not be used in the vehicle evaluation.

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

VEHICLE SPECIFICATIONS

Van – Full Size, 12 Passenger – Flex Fuel

Item Number 5B

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make		Intermittent Windshield Wipers	Required
Mfg. Model - Model No.		Rear Door Type	Vertical Swing-Out
Seating Capacity	12	Side Door Type	Hinged
Wheelbase (in.)	135	Power Windows & Door Locks	Required
Overall Length (in.)	211	Cruise Control and Tilt Wheel	Required
Gross Vehicle Weight Rating (GVWR)	8,600	Air Conditioning	Front & Rear
Payload (lbs.)	2,500	Power Steering	Required
Engine Type (Cylinder/Liter)	8/5.4L	Seat Covering	Cloth
Horsepower (HP)	250	Floor Covering	Carpet
Alternative Fuel	E85 Flexible Fuel	Floor Mats	Front Only
Torque (ft.-lb.)	350	Radio	AM/FM
Cooling System	h.d.a.	Front Seat Type	Bucket
Automatic Transmission	Automatic	Rear Seat Type	Bench
Drive Axle	Rear	Power Antilock Brakes (Front and Rear)	Required
Differential Type/Ratio	Locking/3.42	Restraint System (Driver and Passenger)	Required
Alternator (amps)	105	Supplemental Restraint System (Driver and Passenger)	Required
Battery (CCA)	600	Tires	All Season
Fuel Capacity (gals.)	31	Spare Tire	Full Size
Exterior Rear View Mirror	Dual	Mfg. Standard Warranty	3yr/36K Mile Min.
Tinted Glass	Required		
Windows	All Around		
Dimensions/Ratings		Optional Equipment	
Head Room (1 st /2 nd /3 rd /4 th)	40/38/38/37	Vinyl Seat Covering	
Leg Room (1 st /2 nd /3 rd /4 th)	40/34/36/36	Sliding Side Door	
Hip Room (1 st /2 nd /3 rd /4 th)	65/66/63/59	Rear Step Bumper	
Shoulder Room (1 st /2 nd /3 rd /4 th)	68/68/63/68	Remote Keyless Entry	
Trunk/Luggage Area (cu. ft.)	200	30-Day Tag	
		Parts Manual	
		Shop Manual	

COST SUMMARY FORM

Van – Full Size, 12 Passenger – Flex Fuel

Item Number 5B

New, Model Year 2011 Automobiles and Passenger Vans for Ohio

UNSPSC CATEGORY CODE: 25101505

DELIVERY: 100 DAYS A.R.O. (See Scope of Work) INDICATE CITY/STATE OF MANUFACTURER: Avon Lake, Ohio

12

CONTRACTOR: Germain Ford MFG: Ford MODEL: Passenger MODEL NUMBER: E3B

ITEM ID NO: 18364

BASE UNIT PRICE: \$21,499.00

List any exceptions to the vehicle specifications:	None
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ITEM ID NO.:

18365 DELIVERY CHARGE: \$ 0.50/round-trip mile/vehicle.

18366 MINIMUM DELIVERY CHARGE: \$ 50.00/vehicle.

ITEM ID NO.	CONTRACTOR'S ORDER NO.	OPTIONS	OPTION UNIT PRICE
	AE	Vinyl Seat Covering	\$ 0.00
	60S	Sliding Side Door	\$ 0.00
18367	768	Rear Step Bumper	\$ 170.00
18368	948	Remote Keyless Entry	\$ 225.00
	30 Day	30 Day Tag	\$ 0.00
18369	Parts CD	Parts Manual (Electronic)	\$ 200.00
18370	Shop CD	Shop Manual (Electronic)	\$ 200.00

18371 UNSPECIFIED OPTION PRICE: 3% above manufacturer invoice.

Any option not specified in the options table above will be made available to the ordering entities, following Contract award, at the Unspecified Option Price. If no Unspecified Option Price is provided by the Offeror, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price and Additional Option Packages specified by the Offeror will not be used in the vehicle evaluation.

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

VEHICLE SPECIFICATIONS

Van – Full Size, 15 Passenger – Flex Fuel

Item Number 6B

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make		Intermittent Windshield Wipers	Required
Mfg. Model - Model No.		Rear Door Type	Vertical Swing-Out
Seating Capacity	15	Side Door Type	Hinged
Wheelbase (in.)	135	Power Windows & Door Locks	Required
Overall Length (in.)	224	Cruise Control and Tilt Wheel	Required
Gross Vehicle Weight Rating (GVWR)	9,000	Air Conditioning	Front & Rear
Payload (lbs.)	2,600	Power Steering	Required
Engine Type (Cylinder/Liter)	8/5.4L	Seat Covering	Cloth
Horsepower (HP)	250	Floor Covering	Carpet
Alternative Fuel	E85 Flexible Fuel	Floor Mats	Front Only
Torque (ft.-lb.)	350	Radio	AM/FM
Cooling System	h.d.a.	Front Seat Type	Bucket
Automatic Transmission	Automatic	Rear Seat Type	Bench
Drive Axle	Rear	Power Antilock Brakes (Front and Rear)	Required
Differential Type/Ratio	Mfg. Standard	Restraint System (Driver and Passenger)	Required
Alternator (amps)	105	Supplemental Restraint System (Driver and Passenger)	Required
Battery (CCA)	600	Tires	All Season
Fuel Capacity (gals.)	31	Spare Tire	Full Size
Exterior Rear View Mirror	Dual	Mfg. Standard Warranty	3yr/36K Mile Min.
Tinted Glass	Required		
Windows	All Around		
Dimensions/Ratings		Optional Equipment	
Head Room (1 st /2 nd /3 rd /4 th /5 th)	40/38/40/39/37	Vinyl Seat Covering	
Leg Room (1 st /2 nd /3 rd /4 th /5 th)	40/34/37/38/36	Rear Step Bumper	
Hip Room (1 st /2 nd /3 rd /4 th /5 th)	65/66/64/59/62	Remote Keyless Entry	
Shoulder Room (1 st /2 nd /3 rd /4 th /5 th)	68/68/63/68/62	30-Day Tag	
Trunk/Luggage Area (cu. ft.)	230	Parts Manual	
		Shop Manual	

COST SUMMARY FORM

Van – Full Size, 15 Passenger – Flex Fuel

Item Number 6B

New, Model Year 2011 Automobiles and Passenger Vans for Ohio

UNSPSC CATEGORY CODE: 25101505

DELIVERY: 100 DAYS A.R.O. (See Scope of Work) INDICATE CITY/STATE OF MANUFACTURER: Avon Lake, Ohio

15

CONTRACTOR: Germain Ford MFG: Ford MODEL: Passenger MODEL NUMBER: S3B

ITEM ID NO: 18372

BASE UNIT PRICE: \$22,849.00

List any exceptions to the vehicle specifications:

None

ITEM ID NO.:

18373 DELIVERY CHARGE: \$ 0.50/round-trip mile/vehicle.

18374 MINIMUM DELIVERY CHARGE: \$ 50.00/vehicle.

ITEM ID NO.	CONTRACTOR'S ORDER NO.	OPTIONS	OPTION UNIT PRICE
	AE	Vinyl Seat Covering	\$ 0.00
18375	768	Rear Step Bumper	\$ 170.00
18376	948	Remote Keyless Entry	\$ 225.00
	30 Day	30-Day Tag	\$ 0.00
18377	Parts CD	Parts Manual (Electronic)	\$ 200.00
18378	Shop CD	Shop Manual (Electronic)	\$ 200.00

18379 UNSPECIFIED OPTION PRICE: 3% above manufacturer invoice.

Any option not specified in the options table above will be made available to the ordering entities, following Contract award, at the Unspecified Option Price. If no Unspecified Option Price is provided by the Offeror, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price and Additional Option Packages specified by the Offeror will not be used in the vehicle evaluation.

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

CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:



71431
Germain Ford
7250 Sawmill Rd
Columbus, OH 43235

CONTRACTOR'S CONTACT: Frank Beaver,

CONTRACT NO.: SR900111 – 1 (09/30/11)

DELIVERY: 100 Days A.R.O.

TERMS: Net 30 Days

Telephone: (614) 570-0702

FAX: (614) 383-4978

E-mail: fbeaver@germain.com

Note: Dealer requests Vehicle Identification Number (VIN#) on checks.

*



4955
Golling's Arena Dodge, Inc.
924 Shiloh Springs Rd.
Dayton, OH 45415

CONTRACTOR'S CONTACT: Jeff Ryherd,

CONTRACT NO.: SR900111 – 2 (09/30/11)

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

TERMS: Net 30 Days

Telephone: (937) 279-4230

FAX: (937) 276-2670

E-mail: jeffryherd@arenadodge.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
6	09/07/11	Amendment #6 is issued to notify of the change in contact information for Golling's Arena Dodge and to notify of the change in contract analyst.
5	06/30/11	Amendment #5 is issued to notify of price protection for items: 4B, 5B and 6B; Ford 8, 12 and 15 passenger vans. These passenger vans will be built as model year 2012 and price protected for the balance of the contract: September 30, 2011.
4	05/31/11	Amendment #4 is issued to notify of a change in contractors email address.
3	05/26/11	Amendment #3 is issued to notify of price protection for item 2B, Ford Fusion. The Ford Fusion will be built as a model year 2012 and price protected for the balance of the contract: September 30, 2011.
2	03/28/11	Amendment #2 is issued to notify of the Build Out date for contract items: 1A is being built as a 2012 model for the balance of the contract; item 2A Fusion is April 15, 2011; items: 4B, 5B and 6B Passenger Vans are May 27, 2011. Orders received after these dates are subject to availability.
1	03/14/11	Amendment #1 is issued to notify of the build out date for item 3B as April 29, 2011.