INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The original signed bid must be submitted to the Office of Procurement Services to receive consideration for award.	BIDDER NAME
BID NUMBER: 0B101314 — OPENING DATE (1:00 p.m.): April 11, 2014	STREET ADDRESS — ☐ **Check if remit address is different and list on separate sheet**
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395	CITY — STATE — ZIP
	COUNTY — MBE/EDGE CERTIFICATION NUMBER
Attn: Bid Desk	TELEPHONE NO. ( ) — TOLL FREE NO. 1 - ( )
	CONTACT PERSON — FAX NO. ( )
REQ./INDEX NO.: Multiple — BID NOTICE DATE: 03/21/2014	CONTRACTOR'S E-MAIL ADDRESS

SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)

☐ E-Mail ☐ Fax

In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%,10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____Days, Net 30 Days

BILL TO:	SHIP TO:
Ohio Investigative Unit 1970 W. Broad St. Columbus, OH 43223	Ohio Investigative Unit 1970 W. Broad St. Columbus, OH 43223
DELIVERY REQUESTED F.O.B./DEST. P.P.D. ASAP	**DELIVERY OFFERED (IF DIFFERENT)** F.O.B./DEST.P.P.D. _____

MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081
ADDENDUM FOR CHANGE
ADDENDUM NO: 1
REVISION DATE: 04/01/14

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:

NEW, 2014 OR NEWER, LAW ENFORCEMENT VEHICLES

Attached are pages 3-6 and 15 to this Invitation to Bid. Remove the corresponding pages from the existing bid and replace with the attached.

As indicated herein, this addendum is issued to clarify "Evaluation" language, and add the "Tier 1 Vehicle Summary" page.

SPECIAL CONTRACT TERMS AND CONDITIONS

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

PRE-BID MEETING: A non-mandatory pre-bid meeting will be held on Friday, March 28, 2014 at 11:00 A.M. at the Department of Administrative Services, 4200 Surface Road, Columbus, Ohio 43228. The purpose of this meeting is to discuss the requirements of this Invitation to Bid (ITB) and to allow for questions. All prospective bidders are encouraged to attend this non-mandatory pre-bid meeting.

Bidders schedule for this through David Colopy, CPPB (david.colopy@das.ohio.gov) no later than 12:00 P.M. on Thursday, March 27, 2014. Bidders should include the names of the individuals attending the event.

Questions that arise before and after the Vendor Conference must be addressed via the question and answer process detailed on the front page of this ITB. Responses to all questions arising during the pre-bid meeting will be provided in the Question and Answer section of the procurement opportunity detail page on the State Procurement Web site.

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

DELIVERY AND OPTIONAL EQUIPMENT CHARGES: Bidders should include all delivery and optional equipment charges with the unit price of their bid response. “Ship To” locations are provided in the Price Schedules to allow bidders to determine the delivery charge to include with the unit price.

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

*EVALUATION: Bids will be evaluated in accordance with Article I-17 of the “Instructions to Bidders”. In addition, the state will have a two tiered evaluation based on the expected delivery date. Vehicles with an expected delivery date prior to May 31, 2014 will be evaluated first on the Tier 1 Price Schedule (Tier 1 “On the Lot Vehicles”). If the full requested quantity is awarded to a given agency’s Price Schedule and an excess of Tier 1 vehicle exists, DAS reserves the right to reallocate the units to a different agency’s Price Schedule. DAS will only reallocate Tier 1 vehicles to an agency’s Price Schedule if the full requested quantity is not fulfilled with Tier 1 units. Bidders should indicate a per mile delivery charge in the “Tier 1 Vehicle Summary” section (page 17) to supplement any additional delivery charges if Tier 1 vehicles are reallocated to a different delivery location. The additional delivery charge to be applied to a reallocated Tier 1 vehicle will be determined by DAS.

The second evaluation tier (Tier 2 “Factory Ordered Vehicles”) will be factory ordered units, which will be considered if responsive and responsible tier 1 vehicles do not fulfill the entire requested quantity.

Bidders are not required to bid the full requested quantity when offering Tier 1 units. Bidders are encouraged to first offer on lot vehicle Tier 1 units, meeting the requested specifications, and supplementing any leftover quantities with Tier 2 factory ordered units. If Tier 1 pricing satisfies the requested quantity, Tier 2 will not be awarded.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item. Delivery dates may be a factor therefore line item awards may be split between multiple bidders. Bidders are not required to bid on every line item. Bidders are not required to bid on the entire requested line item amount. Award may be a combination of Tier pricing and delivery ARO.

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.

*Indicates clarification to “Evaluation” language.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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

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

*SALES LICENSE: In reference to OAC 4501:1-3-05 (See Section II.I), DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the dealer will have five (5) business days to respond.

BRAND SPECIFIC: The product(s) specified in this bid is/are being bid as Brand Specific. That signifies that no alternates will be accepted for award. Bid is in accordance with the Ohio Administrative Code 123:5-1-10 (I).

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

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

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

_____ _____

_____ _____

_____ _____

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

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.

A. 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.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION:

A. Scope: These specifications define the requirements for Model Year 2014 or newer, Law Enforcement Vehicles to be purchased for the Department of Public Safety (DPS), Ohio Investigative Unit. Refer to the Price Schedules on pages 8, 10, 12, and 14 for specific configurations.

*Indicates section was moved from page 3 to page 4.

SPECIFICATIONS (Cont'd.)

*B. Classification:

1. Ford Police Interceptor Sedan, Street Appearance Package – Four (4) units total.

2. Chevrolet Impala, Undercover Police Package – Three (3) units total.

3. Dodge Charger Police, Street Appearance Package – Three (3) units total.

4. Ford Police Interceptor SUV, Street Appearance Package – Seven (7) units total.

II. APPLICABLE DOCUMENTS:

A. Ohio Revised Code Section 125.

B. Model Year 2014 Law Enforcement Vehicle Specifications. See pages 7, 9, 11, and 13.

C. Optional Equipment. See Price Schedule, pages 8, 10, 12, and 14.

III. REQUIREMENTS: The following items of factory-installed equipment shall be required as standard equipment on each vehicle listed in this bid, unless otherwise noted. Optional equipment required to be furnished on the units, is noted on the Price Schedule. Options listed herein, are to be factory installed except for any item(s) not available from the factory.

A. REQUIRED STANDARD EQUIPMENT:

1. 12V power point.
2. Rust Proofing: Each vehicle listed in this bid shall have the manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be returned with the bid, certifying compliance to this requirement. NOTE: Failure to provide this warranty may result in disqualification of the bid.
3. Spare wheel and tire to be manufacturers standard for the model bid.
4. All vehicles to be delivered with fuel tank at least one-half (1/2) full.
5. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.
6. Key FOBS: Two sets of keys with FOBS enabling electronic keyless entry will be included with delivery of the vehicle.
7. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
8. Vehicles shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed above, must not to be removed from the vehicle. Manufacturer's disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.
9. 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).
10. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and mfg. standard and is noted in the Price Schedule. Bidder will note on their bid response if the requested color is not available. Failure to indicate an unavailable color may deem your bid non-responsive.

IV. DELIVERY:

Upon receipt of an order from an ordering agency, contractors are expected to deliver the vehicles along with the invoice by May 31, 2014 for tier 1 vehicles and to enter orders with the factory within two (2) days after receipt of purchase order for tier 2 vehicles. The contractor will confirm receipt of the agency's order and projected shipping date to the ordering agency within two (2) working days, by either FAX or electronic means. The confirmation document shall confirm the contractor's order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the agency's order with the contractor's order number entered thereon. Delivery to the ordering agency is to be accomplished within seven (7) days after the contractor receives and services ordered items (refer to paragraph IV. B, page 6).

Upon receipt of the tier 2 vehicle from the manufacturer, the dealer is to acknowledge receipt of the vehicle to the ordering agency. The contractor (dealer) is to then schedule delivery with the ordering agency. Delivery may be refused by the ordering agency if delivery was not scheduled.

*Indicates section was moved from page 4 to page 5.

SPECIFICATIONS (Cont'd.)

A. *PERFORMANCE AGREEMENT:

1. The state declares that time is of the essence and the delivery of the vehicle(s) ordered by the projected delivery date is crucial to the ordering agency. The state realizes that there are circumstances beyond the control of the contractor that cause delay in delivery. In the event the contractor is unable to meet the projected delivery date referenced above due to circumstances beyond his control, the contractor must contact the ordering agency and inform the agency why there is a delay, setting forth therein the reasons for the delay and there will be an extension to the delivery date. The contractor's plea that insufficient time as specified is not a valid reason for an extension of time. If accord cannot be obtained, a written request by the agency must be made to the Office of State Purchasing.

2. If the contractor fails to meet the original and/or any revised delivery date for tier 2 vehicles, the contractor agrees to pay to the ordering agency liquidated damages according to the following schedule:

   a. Delivery completed within ten (10) calendar days beyond the original and/or revised scheduled date $10.00 per vehicle per day beyond the scheduled delivery date.

   b. Liquidated damages will be deducted from the final invoice submitted by the contractor after delivery and acceptance has occurred.

3. The manufacturer has, upon occasion oversold their productive capability and could not deliver all of the contractor's tier 2 orders that had been properly entered and acknowledged. When this occurs, the contractor cannot deliver for reasons beyond his control and cannot be held responsible. Usually the manufacturer will complete deliveries with the new model year vehicle at the contractor's bid price.

B. DELAYED DELIVERY:

1. Certain agencies may require delayed delivery on various items within this contract. For any vehicle order that requests delayed delivery, the storage charges per day shall commence seven (7) calendar days after agency contact person notification that vehicle(s) so ordered are serviced and ready for delivery. The rate of such charges shall not exceed 12% annual rate.

2. If ordering entities elect to take delivery at the contractor's place of business; pickup must be within seven (7) calendar days after notification that the vehicle is serviced and ready for pickup. If the vehicle is not picked up within the seven (7) calendar days after notification, the ordering entity is subject to a storage charge. The charge shall not exceed 12% annual rate for delayed pickup.

C. DELIVERY INSTRUCTIONS:

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

V. NOTES:

A. WARRANTY: Unless ordered with extended warranty, manufacturer's standard warranty shall apply - Copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.

B. Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with state of Ohio requirements (See "Contract Terms & Conditions"). Any extra accessories delivered on vehicles cannot and will not be paid for.

C. Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.

E. DIFFERENTIAL TYPE/RATIO**:** For the purposes of this bid the terms limited slip, anti-spin, automatic locking rear, locking, TRAC-LOC, etc. are to have the same meaning. The bidder is to state the standard rear axle ratio being provided and is to quote any additional ratio that may be available when preparing their bid.

*Indicates section moved from page 5 to page 6.

*TIER 1 VEHICLE SUMMARY

Listed below is a breakdown of the requested vehicles. Bidders are to indicate the total number of Tier 1 vehicles offered as well as which Price Schedules the vehicles were allocated to in their bid response. Bidders should also indicate a per mile delivery charge, which may be used if DAS determines to reallocate vehicles to a different Price Schedule. Refer to "Evaluation" (page 3) for details to when per mile delivery may be applied to the order.

FORD POLICE INTERCEPTOR SEDAN, STREET APPEARANCE PACKAGE (Pages 7 - 8)	
Total Number of Tier 1 Vehicles Requested: 4	Number of Tier 1 FORD POLICE INTERCEPTOR SEDAN, STREET APPEARANCE PACKAGE offered in bid response: _____ unit(s)
DPS Price Schedule: 4 Units Requested	Number of Tier 1 vehicles offered to DPS Price Schedule: _____ unit(s)
CHEVROLET IMPALA, UNDERCOVER POLICE PACKAGE (Pages 9 – 10)	
Total Number of Tier 1 Vehicles Requested: 3	Number of Tier 1 CHEVROLET IMPALA, UNDERCOVER POLICE PACKAGE offered in bid response: _____ unit(s)
DPS Price Schedule: 3 Units Requested	Number of Tier 1 vehicles offered to DPS Price Schedule: _____ unit(s)
DODGE CHARGER POLICE, STREET APPEARANCE PACKAGE (Pages 11 – 12)	
Total Number of Tier 1 Vehicles Requested: 3	Number of Tier 1 DODGE CHARGER POLICE, STREET APPEARANCE PACKAGE offered in bid response: _____ unit(s)
DPS Price Schedule: 3 Units Requested	Number of Tier 1 vehicles offered to DPS Price Schedule: _____ unit(s)
FORD POLICE INTERCEPTOR SUV, STREET APPEARANCE PACKAGE (Pages 13 – 14)	
Total Number of Tier 1 Vehicles Requested: 7	Number of Tier 1 FORD POLICE INTERCEPTOR SUV, STREET APPEARANCE PACKAGE offered in bid response: _____ unit(s)
DPS Price Schedule: 7 Units Requested	Number of Tier 1 vehicles offered to DPS Price Schedule: _____ unit(s)
Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor: $_____	

*Indicates addition of Tier 1 Vehicle Summary page.