

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 2016 or Manufacturer's Current Production Model, Light Transit Bus

CONTRACT No.: RS902416

EFFECTIVE DATES: 06/15/16 to 05/30/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS902416 that opened on 06/06/16. 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](#) (Revised 10/2013), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the State of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official State of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

<http://www.ohio.gov/procure>

Signed: _____
Robert Blair, Director Date

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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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within delivery noted on the Pricing 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.

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 evaluate the Bid based on the unit price of the Bus, all specified equipment, fully operational and adjusted to factory specifications, plus appropriate delivery charge. If there is no "delivery charge per mile round trip map mileage rate" supplied, or the calculated value of the delivery charge is less than the minimum delivery charge, the minimum delivery charge will be used for evaluation purposes. The state reserves the right to reject the "per mile" delivery charge or the "minimum" delivery charge if it is determined to be excessive.

All bidders are required to submit a factory build/order sheet showing all of the standard and option items for each piece of equipment bid to verify each bid is in conformance with the required bid specifications. If not provided as part of the bid response, the Bidder must provide within five (5) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish factory build/order sheet either as part of their bid response or within the time specified herein will deem the bidder not responsive.

Example Calculation:

Total Item Cost = [(vehicle unit bid price) x (estimated number of units)] + [(delivery charge per mile round trip x 300) x estimated number of vehicles]

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by vehicle line item. To determine the lowest responsive and responsible bidder, the State will multiply the unit price of the vehicle by the quantity. Additional Options of the low bidder will be evaluated by DAS and may be selected for award

OPTION PRICING NOTE: Option prices bid are to be less than the manufacturer's suggested retail price(s) (MSRP). 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 entities 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.

Bidders must indicate "Included", "Not Available", or a Price for each option specified. If an option is not available as original factory equipment and is supplied as an aftermarket item, the Dealer Option/Order Code is to include an "AM" designation as a part of the code.

ADDITIONAL OPTION PACKAGES: Bidders may elect to supply pricing for popular or common option packages not included in the required option table. Additional option packages quoted will be made available to the ordering entities at the discretion of DAS, as part of the contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

AUTOMOBILE LIABILITY INSURANCE:

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

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

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

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

TRANSPORTATION CHARGES: Any items(s) ordered from this contract shall be delivered F.O.B. destination to any state agency or any political subdivision located within the State of Ohio as stated on the purchase order, at the rate per mile, per vehicle delivery charge as listed on the item page. When generating orders, contact the contractor and establish the total round trip miles for one (1) vehicle from dealers location, using the state of Ohio Official Highway Map, unless some other mutually agreed upon method is acceptable.

MINIMUM DELIVERY CHARGE: This charge is to be used when the rate per mile per vehicle, as listed on the item page, times the number of round trip miles is less than the minimum delivery charge. The contractor may not bill for both the rate per mile, per vehicle and the minimum delivery charge.

PLACEMENT OF ORDERS: Ordering entities are strongly encouraged to place orders as early as possible in the model year. Purchase orders for any item(s) listed in a contract, awarded pursuant to this bid, will be placed directly with the contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

PURCHASE ORDERS: Purchase Orders for item(s) listed in this contract will be placed directly with the contractor by the ordering agency. 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 supplies or services, made by any other method. No order shall specify delivery to exceed thirty (30) days beyond the expiration, termination, or cancellation date of the contract. A Purchase Order will authorize the contractor to provide the required supplies or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering agency to pay for the supplies or services furnished by the contractor.

When applicable, purchase orders may be placed for delivery to the agency 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.

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:
AGENCY TAX NO. _____		
AGENCY _____	_____	_____
ADDRESS _____	_____	_____
CITY/STATE _____	_____	_____
COUNTY _____	CONTACT _____	TELEPHONE _____

In addition, list on each purchase order an agency contact person with phone number for dealer questions, delivery notification, etc., as shown above.

SUBMISSION OF INVOICES: Refer to the Standard Contract Terms and Conditions; III, Payment Provisions. Invoices will not be issued prior to receipt of a purchase order.

PAYMENT: During the term of this contract, a third party financing option will be made available to State agencies only; not to political subdivisions. The contractors (dealers) will be notified by the State to review the order to pay process utilized by the third party administrator. Contractors will continue to receive payment in full; either from the State or the third party administrator. If payment is received from the third party administrator, the title to the vehicle is to (may) be forwarded to the third party administrator. If a third party administrator is used for payment, there could be a delay in receipt of payment.

It is unknown which agencies may purchase through a third party administrator or quantity of vehicles being purchased. This payment method may increase the number of vehicles purchased. Electronic Funds Transfer (EFT) may be used as payment method with mutual agreement between the third party financing administrator and the dealer.

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. This requires that all fluids are filled to their maximum levels unless otherwise defined. 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

CERTIFICATE OF TITLE: The contractor must submit application for certificate of title within one (1) business day after delivery of vehicle(s) has been made to the ordering agency. The title shall be delivered within fifteen (15) days after delivery of vehicle(s) to the ordering agency.

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.

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

DEALER LICENSE: In reference to ORC [4517.12](#), DAS may ask for proof of a dealer's written authority from the manufacturer or distributor to sell new vehicles.

SALES LICENSE: Contractor must be licensed to sell new motor vehicles pursuant to ORC [4517.01](#) and [4517.02](#).

In reference to OAC [4501:1-3-05](#), 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.

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SPECIFICATIONS

I. SCOPE AND CLASSIFICATION:

- A. Scope: - These specifications define the State's requirements for new, never titled, model year 2016 or manufacturer's current production model light transport vehicles to be utilized by state agencies in the operation of state government. This includes political subdivisions that are members of the Department of Administrative Services, Office of Procurement Services Cooperative Purchasing Program.
- B. Vehicle 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 below, 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. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.
- C. Classification: Due to the life cycle of vehicles, usage data will change from year to year. The State makes no representation or guarantee as to the actual number of vehicles that will be purchased by participating agencies.

II. APPLICABLE DOCUMENTS:

- A. [Ohio Revised Code Section 125](#)
- B. Ohio Revised Code Chapters [4501](#), [4503](#), [4513](#), and [4517](#)
- C. Ohio Administrative Code Sections [4501:1-3-05](#)
- D. Federal Motor Vehicle Safety Standards (FMVSS)
- E. Society of Automotive Engineers (SAE) Automotive Technical Standards
- F. Occupational Safety & Health Administration (OSHA) Regulations
- G. U.S. Environmental Protection Agency (EPA) Laws & Regulations
- H. Model Year 2016 or Manufacturer's most current Model EPA Fuel Economy Guide

III. DELIVERY:

- A. Upon receipt of an order from an ordering agency, the contractor will confirm receipt of the agency's order by either fax or electronic means. Contractors are required to enter orders with the factory within two (2) days after receipt of purchase order. The contractor is to provide confirmation of the factory orders to the ordering agency 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. D, page 9).

Upon receipt of the 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.

- B. Any State of Ohio ordering entity and/or political subdivision ordering from this contract must assure that they have included a contact, email address, phone/fax numbers on the purchase order to the dealership.

C. 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 Procurement Services, 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 agency liquidated damages according to the following schedule:
 - a. If deliveries are not completed within ten (10) calendar days of the original and/or agreed upon revised scheduled delivery date, the ordering agency may assess \$10.00 per vehicle per day for late delivery starting on calendar day eleven (11) beyond the original and/or agreed upon 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. Usually the manufacturer will complete deliveries with the new model year vehicle at the contractor's bid price.

D. 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.

E. 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 affected per bid commitment. Failure to meet delivery requirements may be cause for cancellation, only with the approval of the Office of Procurement Services.

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

1. The contractor is required to notify the Office of Procurement Services when build out dates are released by the manufacturer. A Build Out Schedule is listed in the contract to assist entities in planning vehicle purchases. If an order is accepted by the contractor after the build out date and price protection for the new model year has not been established, the normal delivery timeline for delivery is required.
2. 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. Agencies will be notified of these dates, but are urged to submit their orders as quickly as possible after receipt of the contract.
3. 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.
4. 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 agency, 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 cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price.

SPECIFICATIONS (CONT'D)

IV. 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.
- D. **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.

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SPECIFICATIONS (CONT'D)

SPECIFICATION SHEET: Shown below are the specifications requirements for equipment that the State of Ohio desires to purchase. Bidder signifies compliance or non-compliance with the specifications by indicating "YES" or "NO" in the "Comply" column of this form and returning with the bid response. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Department of Administrative Services. List all deviations/exceptions to the specifications in the bid response in the "EXCEPTIONS" column, if additional space is needed, please use a separate sheet to reference this information with the corresponding Specification Item(s). Failure to comply may deem the bid not responsive.

APPLICATION: These specifications and drawings, (Exhibit A, page 20 and Exhibit B, page 21) describe the minimum requirements for a model year 2016 or newer light transit vehicles. Multiple seating configurations will be requested to accommodate the driver, passenger seating and/or wheelchair positions. The locations for the wheelchair lift and tie downs must meet current ADA requirements.

Light Transit Bus

Standard Specification Items	Minimum Requirements	Comply Y/N	EXCEPTIONS:
Chassis			
Engine	6.8L V10 (EFI)	Y	
Fuel Type	Gas	Y	
GVWR	NOTED ON EACH FLOOR PLAN (EXHIBITS A & B)	Y	
Automatic Transmission	Electronic 5-Speed Automatic	Y	
Horsepower and Torque	305 HP and 420 lb. ft. torque	Y	
Drivetrain	4x2	Y	
Differential Type	Limited Slip	Y	
Axle Ratio	BIDDER TO SPECIFY (SEE PAGE 17 TO PROVIDE YOUR REPOSE)	Y	
Engine Block Heater	Required	Y	
Aux. Heater Connect	Required	Y	
Cooling System	Chassis manufacturers heaviest duty cooling system supplied and protected to minus 30 degrees Fahrenheit installed with coolant recovery system	Y	
Radiator	Heavy duty, overflow tank to be included	Y	
Batteries	Dual Heavy-Duty	Y	
Alternator Amps	Heavy Duty 225	Y	
Brakes	4-Wheel ABS Power Brakes, heaviest duty available to meet the required GVWR of the vehicle	Y	
Steering	Power assisted	Y	
Back-Up Alarm	Required	Y	
Wheels	Dual Rear	Y	
Tires	All Terrain to meet GVWR specified (All tires are to be radial, premium quality recognized by the manufacturer, steel belted and all season design.)	Y	
Spare Tire	Full Size (Same manufacturers' style and tread design as OE with the manufacturer's standard spare tire mounting location.) Lug wrench and tire jack to be included	Y	
Mud Flaps	Front and Rear, No advertising	Y	

SPECIFICATIONS (CONT'D)

Standard Specification Items	Minimum Requirements	Comply Y/N	EXCEPTIONS:
Chassis (Cont'd)			
Fuel Tank	40 Gallon (Delivered with the fuel tank at a minimum of one-quarter (1/4) full)	Y	
Wheelbase	NOTED ON EACH FLOOR PLAN (EXHIBITS A & B)	Y	
Front Axle	BIDDER TO SPECIFY GAWR WITH EACH FLOOR PLAN (SEE PAGE 17 TO PROVIDE YOUR REPOSE)	Y	
Rear Axle	BIDDER TO SPECIFY GAWR WITH EACH FLOOR PLAN (SEE PAGE 17 TO PROVIDE YOUR REPOSE)	Y	
Suspension	HEAVY DUTY MUST MEET GVWR SPECIFIED. BIDDER TO SPECIFY (SEE PAGE 17 TO PROVIDE YOUR REPOSE)	Y	
Exterior			
Front Bumper	Manufacturer's standard	Y	
Exterior Length	NOTED ON EACH FLOOR PLAN (EXHIBITS A & B)	Y	
Exterior Width	NOTED ON EACH FLOOR PLAN (EXHIBITS A & B)	Y	
Doors	Driver *(EXHIBIT A ONLY) Rear - one (1) window and door ajar package/buzzer	Y	
Steps	Step on driver entry	Y	
Windows	Tinted	Y	
Wipers	Dual speed with intermittent feature	Y	
Paint	Entire unit to be painted in accordance with automotive standards BIDDER TO SPECIFY STANDARD PAINT COLORS OFFERED (SEE PAGE 17 TO PROVIDE YOUR REPOSE)	Y	
Lights	Daytime running lights; Rear center mounted brake light (LED)	Y	
License Plates Mounting	Must be made to mount on the front and rear of vehicle and shall comply with SAE J686	Y	
Keys	Two (2) keys	Y	
Interior			
Interior Width	NOTED ON EACH FLOOR PLAN (EXHIBITS A & B)	Y	
Head Room	NOTED ON EACH FLOOR PLAN (EXHIBITS A & B)	Y	
Front Air Conditioning	Standard	Y	
Front Heater and Defroster	Standard	Y	
Rear Air Conditioning	A/C evaporator, rated at 50,000 BTU	Y	
Rear Heating System	65,000 BTU	Y	
Heater Shut Off Valves	Required	Y	
Driver Door Locks/Windows	Remote power	Y	Not Available from Ford OEM

SPECIFICATIONS (CONT'D)

Standard Specification Items	Minimum Requirements	Comply Y/N	EXCEPTIONS:
Interior (Cont'd)			
Arm Rests	Right hand arm rest on driver's seat; other arm rests to be built into the driver door panel	Y	
Radio	AM/FM factory installed w/4 Speakers	Y	
Radio Suppression	Manufacturer's standard system	Y	
Steering Wheel	Adjustable Tilt/Telescopic	Y	
Lights	Step well courtesy light; red light at egress windows	Y	
Mirror	Inside rear view mirror	Y	
Visor	Driver side	Y	
Gauges on Instrument Panel	Standard for model being sold	Y	
Seats			
Driver Seat	Required	Y	
Seats	Exhibit A: Cloth Covered Exhibit B: Vinyl Covered	Y	
TRANSIT BUS PACKAGE			
Body			
Altoona Tested	7 year/200,000 miles	Y	
Body Construction	Fully welded unitized steel cage; fully insulated roof and exterior walls constructed to meet all FMVSS requirements	Y	
Exterior Width	96"	Y	
Headroom	77" (75" with a Raised Floor)	Y	
Interior Width	91"	Y	
Passenger Entry Doors	36" Full-View, Electric Powered	Y	
Windows	Emergency Side and Rear Egress, compliant with FMVSS performance requirements	Y	
Top T-Slider Windows	Upper windows - 36" x 36"	Y	
Right Side Cab Window	Mor-View or equivalent	Y	
Drip Rails	Over Windows and Entry Doors	Y	
Roof	FRP Vacuum-Laminated Seamless One Piece	Y	
Exterior Side Walls and Skirts	White Aluminum Vacuum Laminated	Y	
Driver Exterior Mirror	Remote power, adjustable (i.e. ROSCO or equivalent)	Y	
Fender Flairs	Rear Plastic	Y	
Rear Trim	Stylized Plastic	Y	
Marker Lights	ICC Front and Rear	Y	
Rear Bumper	Manufacturer Standard	Y	
Modesty Panel & Stanchion Pole	Left side of entrance door in passenger seating area and behind the driver's seat	Y	
Grab Rails	Passenger entrance parallel to steps, both sides and comply with ADA requirements	Y	
Light	At Step Well to illuminate step surfaces	Y	
Red Lights	At Egress Windows	Y	

SPECIFICATIONS (CONT'D)

Standard Specification Items	Minimum Requirements	Comply Y/N	EXCEPTIONS:
TRANSIT BUS PACKAGE			
Body (Cont'd)			
Interior Walls	Smooth Vacuum Laminated FRP	Y	
Master Electronic Printed Circuit Board Control Panel	Required	Y	
Circuit Breakers	Manual Reset	Y	
Wiring Harness	Color/Function Coded	Y	
Floor	Front Vinyl Floor Covering Heavy Duty, slip resistant, smooth rubber floor w/Ribbed-Rubber Aisles; 5/8" Exterior Commercial Grade Plywood Sub-Floor and Undercoating	Y	
Wheel Chair Lift & Lift Door (EXHIBIT B ONLY)	<u>Lift:</u> Lift is to be a side door mounted lift located in the rear of the vehicle, spotlight on lift, must meet compliance with FMVSS 403/404 requirements (i.e. Millennium or Century Series Braun Fully Automatic Hydraulic ADA Lift, or equivalent) Padded lift partition to provide a divider between the movable parts of the lift and occupant(s) <u>Lift Width:</u> 34" <u>Lift Weight:</u> Lift must withstand weight to carry up to 800 lbs. <u>Lift Door:</u> Single forward opening, double panel lift door with windows, located at the rear of the vehicle 3-Point locking/non-locking <u>ADA Interlock Kit:</u> Lift interlock system to only operate when vehicle is in "Park" and the parking brake is applied, vehicle ignition is on, the lift door is open, and lift inhibit is not activated REFERENCE EXHIBIT B FOR LIFT PLACEMENT AND CONFIGURATION	Y	
Seats	<u>Driver Seat (EXHIBIT A & B):</u> Shield Recliner Driver Seat (i.e. Freedman or equivalent); (3) point lap and shoulder seat belts to meet FMVSS requirements	Y	

SPECIFICATIONS (CONT'D)

Standard Specification Items	Minimum Requirements	Comply Y/N	EXCEPTIONS:
TRANSIT BUS PACKAGE			
Body (Cont'd)			
*Seats (Cont'd)	<p><u>Double Passenger Fixed Seats (EXHIBIT A):</u> Forward facing HI-Back Double Recliner; retractable lap seat belt to meet FMVSS and ADA requirements. Seat to be securely mounted to the floor (i.e. Freedman Seats or approved equivalent); flip up armrest on all aisle seats</p> <p><u>Double Passenger Foldaway Seats (EXHIBIT B):</u> Forward facing ADA foldaway seat(s) with lap seat belt to meet FMVSS and ADA requirements (i.e. Freedman Seats or approved equivalent)</p> <p>Full spring suspension system and fully contoured lumbar support. All metal components to be completely powder coated. Minimum of 17" wide and 17" deep, with a minimum of 26" hip-to-knee room. Vinyl covers, transportation grade, color to be specified by the ordering agency</p> <p>BIDDER TO SPECIFY VINLY COVER, TRANSPORTATION GRADE LEVEL: <u>Level 1</u></p> <p>In folded position, seat must fit firmly against the vehicle wall and extended into the van no further than 9 ¼. Installed at 90 degrees with maximum allowable wall clearance to be 1 ½" for seat bottom cushion in folded down position. Seat weight shall be limited to approximately 75 lbs. (not including tile weight, metal plates connecting the bottom of the seats to the flooring system).</p> <p>REFERENCE EXHIBITS FOR SEAT PLACEMENT, CONFIGURATION AND SEAT TYPE</p>	Y	
Wheelchair Restraints	Retractable four (4) point wheelchair tie downs with retractable lap and shoulder restraints; four (4) each for "L-Track" brackets (i.e. Q'Straint, Sure-Lok or approved equivalent)	Y	
Web Loops & Cutter	Required	Y	
Seat Belts	Driver: Three (3) Point lap and shoulder Passenger Seats: Retractable lap seat belt to meet FMVSS and ADA requirements	Y	Non-Retractable Seat Belts are the only Seat belt that can go on the double flip on rear wall.
Storage Rack	(EXHIBIT A ONLY) Loose load located in the side/rear of the bus	Y	
Door Holding Brackets	Plunger style, two (2) each	Y	
Airbag Supplemental Restraint System	Driver	Y	

SPECIFICATIONS (CONT'D)

Standard Specification Items	Minimum Requirements	Comply Y/N	EXCEPTIONS:
TRANSIT BUS PACKAGE			
Body (Cont'd)			
Backup Alarm	ADA Interlock, complete Safety Kit	Y	
First Aid Kit	#10 type	Y	
Road Warning Kit	Triangle Kit	Y	
Fire Extinguisher	5 lb. ABC	Y	
Emergency Exit Sign	LED Light over Emergency Windows and Door	Y	
ADA Lighting Package	One (1) Led Light in Skirt	Y	
Decals	ADA	Y	
Safety Standards	Completed unit must comply with all applicable FMVSS, ADA and State of Ohio, Department of Transportation Safety Requirements	Y	
WARRANTY			
Manufacturer's Standard	Corrosion Protection (Submit with bid) BIDDER TO SPECIFY: Ford Chassis – 5 Year unlimited miles. Starcraft – 1 year 12,000 miles.	Y	
Manufacturer's Standard	Basic BIDDER TO SPECIFY: 1 Year or 12,000 miles.	Y	
Manufacturer's Standard	Powertrain BIDDER TO SPECIFY: 5 years of 60,000 miles.	Y	
Manufacturer's Standard	Roadside Assistance BIDDER TO SPECIFY: 5 Years or 60,000 miles.	Y	

BIDDER TO SPECIFY STANDARD SPECIFICATION ITEMS FOR EACH EXHIBIT

STANDARD SPECIFICATION ITEM	EXHIBIT A	EXHIBIT B
Axle Ratio	4.10	4.56
Front Axle (GAWR)	5,000 lbs.	4,600 lbs.
Rear Axle (GAWR)	7,800 lbs.	9,600 lbs.
Suspension (Must meet GVWR specified)	12,500 lbs.	14,500 lbs.
Standard Paint Color(s)	White	White

PRICE SCHEDULE:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation and any subsequent order.

The estimated number of units indicated for evaluation purposes and are to be considered as estimates only and should be considered as information relative to potential purchase that may be made from the contract. The state makes no representation or guarantee as to the actual amount of units to be purchased by the participating agency.

OAKS ITEM NUMBER	ESTIMATED NUMBER OF UNITS TO EVALUATE	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
29740	1	NEW, MODEL YEAR 2016 OR NEWER, LIGHT TRANSIT BUS DRIVER & 14 PASSENGER SEATS (EXHIBIT A) DELIVERY 90 DAYS A.R.O. MFG: Starcraft MODEL: Allstar CONTRACTOR Bus Service Inc. CITY/STATE OF MANUFACTURER: <u>Goshen, IN</u>	\$44,622.00	\$44,622.00
29741	1	NEW, MODEL YEAR 2016 OR NEWER, LIGHT TRANSIT BUS: SIDE LIFT, DRIVER, UP TO 14 PASSENGER SEATS + UP TO 3 WC POSITIONS, SEVEN (7) 2-PASSENGER ADA FLIP SEATS (EXHIBIT B) DELIVERY 90 DAYS A.R.O. MFG: Starcraft MODEL: Allstar CONTRACTOR: Bus Service Inc. CITY/STATE OF MANUFACTURER: <u>Goshen, IN</u>	\$52,708.00	\$52,708.00

PRICE SCHEDULE (CONT'D):

CAB AND CHASSIS OPTIONS

OAKS ITEM NUMBER	CONTRACTOR ORDER NO.	OPTIONS	UNIT COST
	Tag 1	45-Day Tag	\$0.00
	P1	Parts Manual	\$0.00
	S1	Service Manual	\$0.00
29742	K1	Additional Set of Keys	\$10.00

MANUFACTURER IDENTIFICATION OF COMMODITY: All bidders are to indicate in the spaces below the manufacturer's name, model, and brand or style number for product bid. Failure to comply with this stipulation may result in the bidder being deemed not responsive.

CHASSIS INFORMATION:

	EXHIBIT A	EXHIBIT B
Manufacturer Cab/Chassis	FORD E350	FORD E450
Model No. & Year Cab/Chassis	2017 E350	2017 E450
Manufacturer of Tires	MICHELIN	MICHELIN

DELIVERY CHARGE:

Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor: \$0.00 The round trip map mileage figure will be multiplied by an estimated figure of 300 miles and added to the base cost of the vehicle for bid evaluation purposes only. If there is no delivery charge per mile, round trip map mileage rate supplied or the calculated value of the delivery charge is less than the minimum delivery charge; the minimum delivery charge will be used for evaluation purposes. The state reserves the right to reject the per mile delivery charge or the minimum delivery charge if it is determined to be excessive.

Minimum Delivery Charge: 0.00

CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:



45051
Bus Service Inc.
8120 Howe Industrial Pkwy
Canal Winchester, OH 43110

CONTRACTOR'S CONTACT: Adam Prestifilippo

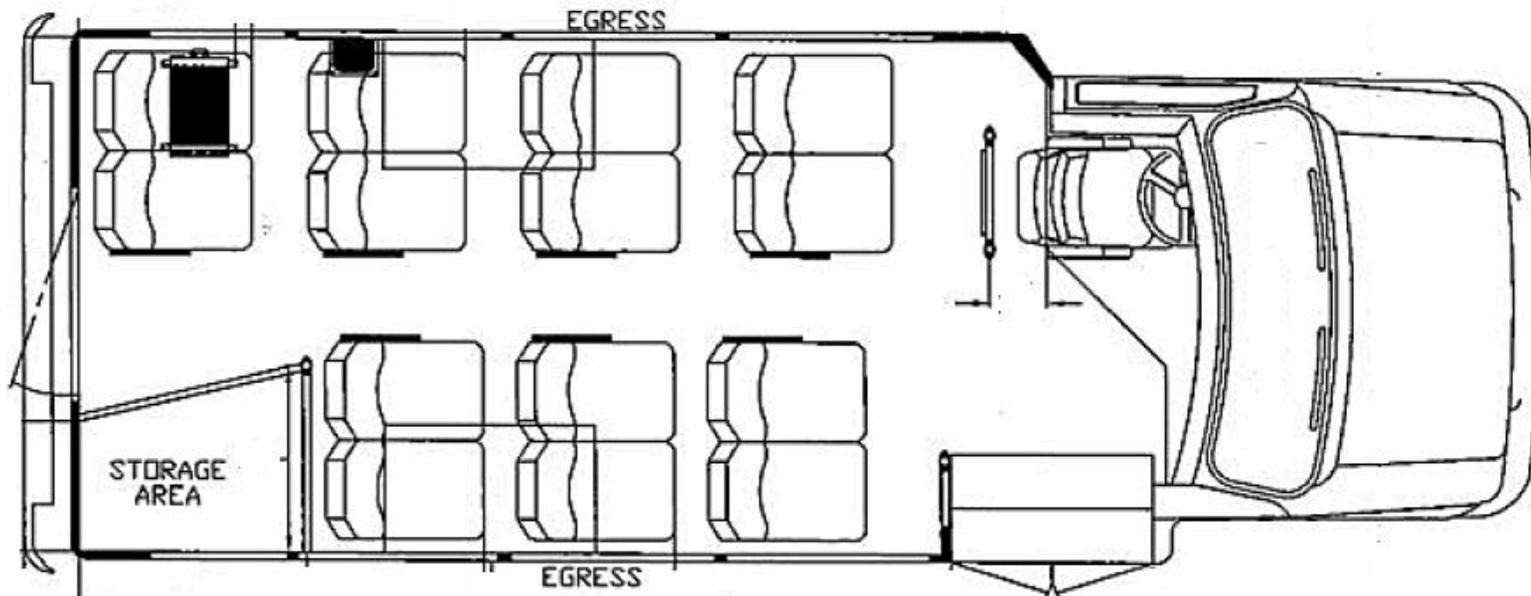
CONTRACT NO.: RS902416-1

DELIVERY: 90 Days A.R.O.

TERMS: Net 30 Days

Toll Free: (877) 696-4030
Telephone: (614) 833-0222
FAX: (614) 837-2908
E-mail: adam@buyabus.net

**EXHIBIT A
DRIVER & 14 PASSENGER SEATS**



MINIMUM REQUIREMENTS FOR THIS VAN CONFIGURATION

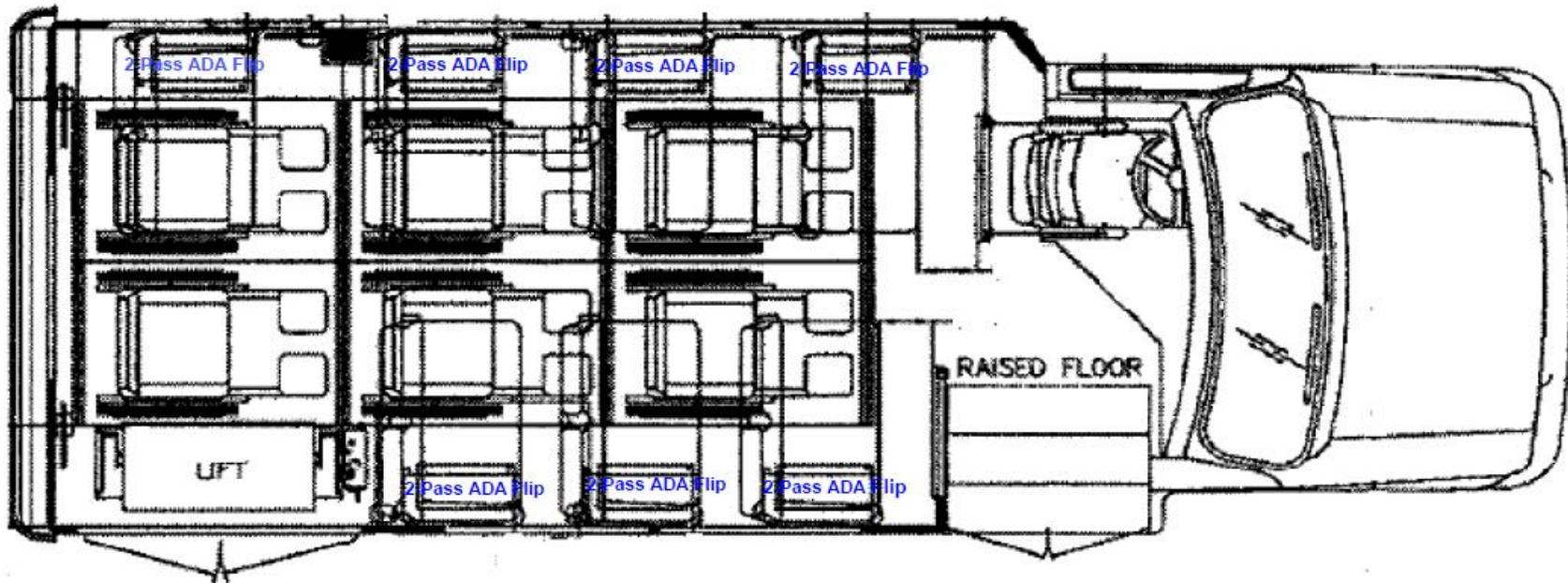
- GVWR: 12,500
- Wheelbase: 158"
- Exterior Length: 270"
- Exterior Width: 96"
- Headroom: 77" (75" with Raised Floor)
- Interior Width: 91"

EXHIBIT B

DRIVER, UP TO 14 PASSENGER SEATS+UP TO 6 WC POSITIONS

**SEVEN (7) 2-PASSENGER ADA FLIP SEATS
SIDE LIFT**

*(SEATING CONFIGURATION WILL CHANGE FOR THE NUMBER OF PASSENGERS DEPENDING ON
THE NUMBER OF WC POSITIONS NEEDED)*



MINIMUM REQUIREMENTS FOR THIS VAN CONFIGURATION

GVWR: 14,500
Wheelbase: 158"
Exterior Length: 276"
Exterior Width: 96"
Headroom: 77" (75" with Raised Floor)
Interior Width: 91"