

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 2015 OR MANUFACTURERS CURRENT PRODUCTION
MODEL, SPORT UTILITY VEHICLES

CONTRACT No.: RS903615

EFFECTIVE DATES: 11/25/2014 to 09/30/2015

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS903615 that opened on 10/27/14. 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.

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

Alice Ewing
alice.ewing@das.ohio.gov

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 total item cost which equals the estimated number of units multiplied by the unit price plus the option unit cost times the number of units to evaluate (for each option with a quantity) plus the appropriate delivery charge. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. 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.

Example Calculation:

Total Item Cost = [(vehicle unit price) x (estimated number of units)] + [(option 1 unit cost) x (number of units to evaluate)] + [(option 2 unit cost) x (number of units to evaluate)] + [(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 line item.

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. Failure to enter a cost for the options with a value in the units to evaluate field may deem your bid response as non-responsive and ineligible for an award for that item. If an option is not available as original equipment and is supplied as an aftermarket item the Contractor's Order No. is to include an "AM" designation.

- A. **REQUIRED OPTIONS:** Bidders must provide a unit cost for options that are listed in the options table that include unit values. If the option is included in the base unit, the bidder is to enter "Included" in the space provided and the numerical value of \$0.00 will be used in the evaluation. Failure to enter "included" or a cost for all options with unit values may deem your bid non-responsive and ineligible for an award for that item.
- B. **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.
- C. **UNSPECIFIED OPTION PRICE:** Is the percentage above the manufacturer's invoice cost that is used to calculate unit cost for non-specified optional equipment required by an ordering entity.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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 and the state's third party financing administrator on behalf of the state agencies, 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 shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. 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 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 the following address:

Department of Administrative Services
Office of Finance
30 E. Broad Street, 40th Floor
Columbus, OH 43215

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

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 following information with the payment: Applicable State Term Contract Number, report amount(s) and the reporting period covered. The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
Office of Finance
30 E. Broad Street, 40th Floor
Columbus, OH 43215

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 terminate or cancel this Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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

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.

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.

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 (ADM-0523) 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.

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.

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.)

PURCHASE ORDERS: 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.

CERTIFICATE OF TITLE: The title shall be filed by the contractor and delivered to the ordering agency 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 (see Standard Contract Terms & Conditions, Article III, B).

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.

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.

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).

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395

Contractor is to submit two (2) separate reports, one (1) for state agencies purchases and the other report for political subdivision purchases.

INDEX NUMBER	CONTRACT NUMBER	CUSTOMER	ITEM NUMBER	# UNITS SOLD	\$ VALUE
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AUTOMOBILE LIABILITY INSURANCE:

- 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.

SPECIFICATIONSI. SCOPE AND CLASSIFICATION:

A. Scope: - These specifications define the state's requirements for 2015, utility 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. Classification: The information listed below is based upon 2014 state of Ohio vehicle purchases.

1AT 40 Units – SUV – Compact
 2AT 18 Units – SUV – Midsize
 3AT 13 Units – SUV – Full Size
 4AT 1 Unit – SUV – Full Size Extended Length

NOTE: Political subdivision purchases are not included in the figures shown above. Evaluation based upon state usage data.

II. APPLICABLE DOCUMENTS:

- A. Ohio Revised Code Section 125
- B. Ohio Revised Code Chapters 4501, 4503, 4505, 4513, and 4517
- C. Federal Motor Vehicle Safety Standards (FMVSS)
- D. Society of Automotive Engineers (SAE) Automotive Technical Standards
- E. Occupational Safety & Health Administration (OSHA) Regulations
- F. U.S. Environmental Protection Agency (EPA) Laws & Regulations
- G. Ohio Administrative Code Sections 4501:1-3-05, 4517.01 and 4517.02
- H. State of Ohio utility vehicle specifications: see odd numbered pages 11 through 17.

III. REQUIREMENTS: In addition to the state of Ohio, utility vehicle specifications, 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 (Requirements Section III.C, page 8) to be furnished on the units, is noted on the State's specifications. Options listed herein, are to be factory installed except for any item(s) not available from the factory.

A. REQUIRED STANDARD EQUIPMENT:

1. Four Speed Automatic Transmission (unless otherwise noted)
2. Outside Rearview Mirrors, Left and Right, Low Mount with break-a-way mirror head feature - (unless otherwise specified, manufacturers largest standard manually operated left and right mirrors to be bid).
3. Inside Rearview Mirror.
4. Spare Wheel and Tire (of same Mfg. Style and Tread Design as O.E.) with Manufacturers Standard Spare Tire mounting location, unless otherwise specified - Tires and Wheels shall be Conventional Full Size, if available. All tires to be radial unless otherwise stated.
5. Bumpers: Front and Rear, Manufacturer's Standard.
6. Standard Heater and Defroster
7. Heavy Duty Radiator to include Radiator Overflow Tank
8. Dual Armrests
9. Dual Visors
10. Gauges on Instrument Panel – as standard for model being bid
11. 12V power point(s).
12. Lug Wrench and Tire Jack
13. Second Row Bench Seat required on Utility Vehicles unless otherwise specified. Shall be manufacturer's standard seating.
14. Manufacturer's standard floor covering.
15. All wiring provided is to be properly sized and installed in accordance with the manufacturer's recommendations. All wiring is to be adequately protected from cargo in the load space.
16. Rust Proofing: Each vehicle listed in this bid shall have the manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty shall be returned with the bid, certifying compliance to this requirement. NOTE: Failure to provide this warranty may result in disqualification of the bid.
17. All vehicles to be delivered with fuel tank at least one-quarter (1/4) full.
18. Dual air bags – when available for item being offered.
19. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.

SPECIFICATIONS (Cont'd.)

20. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
21. Vehicles shall be the latest current models, complete with all standard equipment, including power steering, 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.
22. Tires: Shall be as recommended by the manufacturer for the payload rating specified, and shall be premium quality of recognized manufacturer, steel belted radials (all season tread).
23. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and mfg. standard and will be specified on the order. Certain items may require specific paint as noted. Bidders to furnish color chart, noting which colors are standard on each item bid. If no chart is submitted or no notations are made, it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.
24. Additional Option Package: This has been included on the pricing pages for the bidder 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.
25. Key FOBS: Two sets of keys with FOBS enabling electronic keyless entry will be included with delivery of the vehicle.

B. BODY SPECIFICATIONS:

1. FRAME, AXLE & SPRINGS: Shall be the manufacturer's standard for the payload rating, unless otherwise specified.
2. VEHICLE BODY: Shall be the manufacturer's standard production closed type with safety glass throughout. Key type door lock in at least one (1) door.

C. OPTIONAL EQUIPMENT REQUIREMENTS (WHEN ORDERED):

TRAILER TOW PACKAGE: The trailer tow package is to include a Reese type receiver tube and trailer receptacle.

IV. DELIVERY:

- A. Upon receipt of an order from an ordering agency, contractors are expected to enter orders with the factory within two (2) days after of receipt of purchase order. 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. 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 needs to be sure that they have included a contact, 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 co-operative purchasing order, to the Office of Cooperative Purchasing for review.

SPECIFICATIONS (Cont'd.)

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. 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 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 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.

E. DELIVERY INSTRUCTIONS:

1. 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 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, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates, but are urged to submit their orders as quickly as possible after receipt of the contract.
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.

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.

SPECIFICATIONS (Cont'd.)

- D. ADDITIONAL OPTIONS: Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid. The additional options being offered must not change the item model being bid.
- 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.

The remainder of this page was intentionally left blank.

SPECIFICATIONS (Cont'd.)

SPECIFICATION SHEET: Shown below are the specification requirements for the vehicles that the State desires to purchase. Any deviations from the specifications are to be outlined on the corresponding bid page of this ITB. Failure to comply may deem the bid non-responsive. The State retains the right to accept or reject variations and / or exceptions to the specifications directly related to model year variations and manufacturer variations that meet or exceed the basic usage requirements as explained in SCOPE AND CLASSIFICATION on page 7.

Sport Utility Vehicle (SUV) – Compact

Item Number 1AT

Standard Specification Items	Minimum Requirements	Standard Specification Items	Minimum Requirements
FY2015			
Powertrain:		Exterior:	
Engine Type (Cylinder/Liter)	4 / 1.6	Body Side Moldings	Mfg. Std.
Horsepower (Net HP)	170		
Automatic Transmission	Automatic	Seating:	
Locking Differential	NA	Seating Capacity	5
Drivetrain	4WD or AWD	Front Seat Type	Bucket
Chassis:		Seat Covering	Cloth
Alternative Fuel (Type)	Specify	Floor Covering	Carpet
Fuel Capacity (gals.)	13.5		
Tires	All Season	Accessories:	
Spare Tire	Compact	Air Conditioning	Required
Cooling System	h.d.a.	Tilt Wheel & Cruise Control	Required
Safety:		Power Windows & Door Locks	Required
Restraint System (Driver and Passenger)	Required	Keyed Door Locks	Required
Supplemental Restraint System (Driver and Passenger)	Required	2 Sets of Keys with FOBS	Required
Power Antilock Brakes (Front and Rear)	Required	Remote Keyless Entry	Required
Dimensions:		Intermittent Windshield Wipers	Required
Wheelbase (in)	Under 106	Rear Window Defroster	Required
Head Room (Front/Rear)	39 / 39	Floor Mats	Front/Rear
Leg Room (Front/Rear)	40 / 35	Radio	Std. AM/FM
Shoulder Room (Front/Rear)	54 / 54	Exterior Rear View Mirror	Dual
Hip Room (Front/Rear)	52 / 47	Rear Cargo Light	Automatic
Gross Vehicle Weight Rating (GVWR) (lbs.)	Under 5,000		
Electrical:		Warranty:	
Alternator (amps)	Mfg. Std.	Mfg. Standard Warranty (Min.)	3yr / 36,000 Mile
Battery (CCA)	Mfg. Std.		
		Optional Equipment Items:	
		30-Day Tag	
		Parts Manual(s)	
		Service Manual(s)	
		Additional Set of Keys	
		Skid Plate(s)	
		Seat Belt Extender	

ITEM – 1AT – SUV – Compact - Gasoline

DELIVERY: 60-120 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: Belvidere, IL

CONTRACTOR: Key Chrysler MFG: Jeep MODEL: Patriot MODEL NUMBER: MKJE74

Item ID No.: 26698

UNIT PRICE: \$19,393.00

List any exceptions to the specifications: NONE

<u>ITEM ID NO.</u>		<u>UNIT COST</u>
26699	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	\$.25
26700	Minimum Delivery Charge	\$ 60.00

<u>ITEM ID NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
26701	TT30	30 Day Tag	\$ 18.50
		Parts Manual	No Award
26702	SM	Service Manual (Electronic)	\$ 160.00
26703	KEY	Additional Set of Keys	\$ 169.50
Included	-	Skid Plate(s)	\$ 0.00
26704	XTNDR	Seat Belt Extender (1 Unit)	\$ 10.50

List standard paint colors: Silver, Black, White, Red, Granite, Max Steel, Blue

INSTRUCTIONS TO STATE AGENCIES REQUESTING UNSPECIFIED OPTIONS: State agencies that require additional equipment that is not listed in the option table above will need to provide the following to the contract analyst, Alice Ewing, for approval;

1. Quote: Lists the unit price and the contents of the option(s). Manufacturer's invoice should be included.
2. Justification: Specific reasoning why the unlisted option is needed to perform job duties.

UNSPECIFIED OPTION PRICE: 3% above manufacturer invoice.

Sport Utility Vehicle (SUV) – Midsize

Item Number 2AT

Standard Specification Items	Minimum Requirements	Standard Specification Items	Minimum Requirements
FY2015			
Powertrain:		Exterior:	
Engine Type (Cylinder/Liter)	6 / 3.0	Body Side Moldings	Mfg. Std.
Horsepower (Net HP)	225		
Automatic Transmission	Automatic	Seating:	
Locking Differential	NA	Seating Capacity	5
Drivetrain	4WD or AWD	Front Seat Type	Bucket
Chassis:		Seat Covering	Cloth
Alternative Fuel (Type)	Specify	Floor Covering	Carpet
Fuel Capacity (gals.)	18		
Tires	All Season	Accessories:	
Spare Tire	Compact	Air Conditioning	Required
Cooling System	h.d.a.	Tilt Wheel & Cruise Control	Required
Safety:		Power Windows & Door Locks	Required
Restraint System (Driver and Passenger)	Required	Keyed Door Locks	Required
Supplemental Restraint System (Driver and Passenger)	Required	2 Sets of Keys with FOBS	Required
Power Antilock Brakes (Front and Rear)	Required	Remote Keyless Entry	Required
Dimensions:		Intermittent Windshield Wipers	Required
Wheelbase (in)	106-117	Rear Window Defroster	Required
Head Room (Front/Rear)	39 / 39	Floor Mats	Front/Rear
Leg Room (Front/Rear)	40 / 38	Radio	Std. AM/FM
Shoulder Room (Front/Rear)	55 / 55	Exterior Rear View Mirror	Dual
Hip Room (Front/Rear)	53 / 49	Rear Cargo Light	Automatic
Passenger Volume (cu.ft.)	99		
Gross Vehicle Weight Rating (GVWR) (lbs.)	5,000 – 6,500	Warranty:	
Electrical:		Mfg. Standard Warranty (Min.)	3yr / 36,000 Mile
Alternator (amps)	Mfg. Std.		
Battery (CCA)	Mfg. Std.	Optional Equipment Items:	
		30-Day Tag	
		Parts Manual(s)	
		Service Manual(s)	
		Additional Set of Keys	
		Skid Plate(s)	
		Seat Belt Extender	

ITEM – 2AT – SUV – Midsize – Flex Fuel

DELIVERY: 120 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: Ingersoll, Ontario

CONTRACTOR: Taylor Chevrolet MFG: Chevrolet MODEL: Equinox MODEL NUMBER: ILK26

Item ID No.: 26705

UNIT PRICE: \$23,805.00

List any exceptions to the specifications: NONE

<u>ITEM ID NO.</u>		<u>UNIT COST</u>	
26706	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	\$.30	
26707	Minimum Delivery Charge	\$ 25.00	
<u>ITEM ID NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
26708	TT	30 Day Tag	\$ 18.50
		Parts Manual	No Award
		Service Manual	No Award
26709	ASK	Additional Set of Keys	\$ 125.00
26710	SP	Skid Plate(s)	\$ 150.00
Specify on PO	SBE	Seat Belt Extender (1 Unit)	\$ 0.00

List standard paint colors: White, Black, Blue, Champagne Silver (Gold), Tungsten

INSTRUCTIONS TO STATE AGENCIES REQUESTING UNSPECIFIED OPTIONS: State agencies that require additional equipment that is not listed in the option table above will need to provide the following to the contract analyst, Alice Ewing, for approval;

1. Quote: Lists the unit price and the contents of the option(s). Manufacturer's invoice should be included.
2. Justification: Specific reasoning why the unlisted option is needed to perform job duties.

UNSPECIFIED OPTION PRICE: 3% above manufacturer invoice.

Sport Utility Vehicle (SUV) – Full Size

Item Number 3AT

Standard Specification Items	Minimum Requirements	Standard Specification Items	Minimum Requirements
FY2015			
Powertrain:		Exterior:	
Engine Type (Cylinder/Liter)	6 / 3.5	Body Side Moldings	Mfg. Std.
Horsepower (Net HP)	275		
Automatic Transmission	Automatic	Seating:	
Locking Differential	See Options	Seating Capacity	7
Drivetrain	4WD or AWD	Front Seat Type	Bucket
Chassis:		Seat Covering	Cloth
Alternative Fuel (Type)	Specify	Floor Covering	Carpet
Fuel Capacity (gals.)	24		
Tires	All Season	Accessories:	
Spare Tire	Full Size	Air Conditioning	Required
Cooling System	h.d.a.	Tilt Wheel & Cruise Control	Required
Safety:		Power Windows & Door Locks	Required
Restraint System (Driver and Passenger)	Required	Keyed Door Locks	Required
Supplemental Restraint System (Driver and Passenger)	Required	2 Sets of Keys with FOBS	Required
Power Antilock Brakes (Front and Rear)	Required	Remote Keyless Entry	Required
Dimensions:		Intermittent Windshield Wipers	Required
Wheelbase (in)	117-124	Rear Window Defroster	Required
Head Room (1 st , 2 nd , 3 rd)	39 / 38 / 37	Floor Mats	Front/Rear
Leg Room (1 st , 2 nd , 3 rd)	40 / 38 / 25	Radio	Std. AM/FM
Shoulder Room (1 st , 2 nd , 3 rd)	58 / 58 / 50	Exterior Rear View Mirror	Dual
Hip Room (1 st , 2 nd , 3 rd)	57 / 56 / 42	Rear Cargo Light	Automatic
Gross Vehicle Weight Rating (GVWR) (lbs)	6,500 – 7,500		
Electrical:		Warranty:	
Alternator (amps)	Mfg. Std.	Mfg. Standard Warranty (Min.)	3yr / 36,000 Mile
Battery (CCA)	Mfg. Std.		
		Optional Equipment Items:	
		30-Day Tag	
		Parts Manual(s)	
		Service Manual(s)	
		Additional Set of Keys	
		Skid Plate(s)	
		Locking Differential	
		Seat Belt Extender	

ITEM – 3AT – SUV – Full Size – Flex Fuel

DELIVERY: 60-120 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: Sterling Heights, MI

CONTRACTOR: Key Chrysler MFG: Dodge MODEL: Durango MODEL NUMBER: WDEL75

Item ID No.: 26711

UNIT PRICE: \$27,294.00

List any exceptions to the specifications: NONE

<u>ITEM ID NO.</u>			<u>UNIT COST</u>
26712	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:		\$.25
26713	Minimum Delivery Charge		\$ 60.00
<u>ITEM ID NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
26714	TT30	30 Day Tag	\$ 18.50
		Parts Manual	No Award
26715	SM	Service Manual (Electronic)	\$ 160.00
26716	FOBS	Additional Set of Keys	\$ 144.00
Included	-	Skid Plate(s)	\$ 0.00
Included	-	Locking Differential	\$ 0.00
26717	XTNDR	Seat Belt Extender (1 Unit)	\$ 10.50
Specify on PO	AND	3 rd Row Seat Delete	\$ 0.00
26718	CSC	Cargo Cover	\$ 74.00
26719	LMI	Daytime Run Lights	\$ 39.00

List standard paint colors: Silver, White, Black, Red, Granite, Max Steel, Redline 2 Coat, Blue

INSTRUCTIONS TO STATE AGENCIES REQUESTING UNSPECIFIED OPTIONS: State agencies that require additional equipment that is not listed in the option table above will need to provide the following to the contract analyst, Alice Ewing, for approval;

1. Quote: Lists the unit price and the contents of the option(s). Manufacturer's invoice should be included.
2. Justification: Specific reasoning why the unlisted option is needed to perform job duties.

UNSPECIFIED OPTION PRICE: 3% above manufacturer invoice.

Sport Utility Vehicle (SUV) – Extra Length

Item Number 4AT

Standard Specification Items	Minimum Requirements	Standard Specification Items	Minimum Requirements
FY2015			
Powertrain:		Exterior:	
Engine Type (Cylinder/Liter)	6 / 3.5	Body Side Moldings	Mfg. Std.
Horsepower (Net HP)	350		
Automatic Transmission	Automatic	Seating:	
Locking Differential	See Options	Seating Capacity	7
Drivetrain	4WD or AWD	Front Seat Type	Bucket
Chassis:		Seat Covering	Cloth
Alternative Fuel (Type)	Specify	Floor Covering	Carpet
Fuel Capacity (gals.)	24		
Tires	All Season	Accessories:	
Spare Tire	Full Size	Air Conditioning	Required
Cooling System	h.d.a.	Tilt Wheel & Cruise Control	Required
Safety:		Power Windows & Door Locks	Required
Restraint System (Driver and Passenger)	Required	Keyed Door Locks	Required
Supplemental Restraint System (Driver and Passenger)	Required	2 Sets of Keys with FOBS	Required
Power Antilock Brakes (Front and Rear)	Required	Remote Keyless Entry	Required
Dimensions:		Intermittent Windshield Wipers	Required
Wheelbase (in)	125 - 135	Rear Window Defroster	Required
Head Room (1 st , 2 nd , 3 rd)	39 / 38 / 37	Floor Mats	Front/Rear
Leg Room (1 st , 2 nd , 3 rd)	40 / 38 / 25	Radio	Std. AM/FM
Shoulder Room (1 st , 2 nd , 3 rd)	58 / 58 / 50	Exterior Rear View Mirror	Dual
Hip Room (1 st , 2 nd , 3 rd)	57 / 56 / 42	Rear Cargo Light	Automatic
Gross Vehicle Weight Rating (GVWR) (lbs)	7,500 and above		
Electrical:		Warranty:	
Alternator (amps)	Mfg. Std.	Mfg. Standard Warranty (Min.)	3yr / 36,000 Mile
Battery (CCA)	Mfg. Std.		
		Optional Equipment Items:	
		30-Day Tag	
		Parts Manual(s)	
		Service Manual(s)	
		Additional Set of Keys	
		Skid Plate(s)	
		Locking Differential	
		Seat Belt Extender	

ITEM – 4AT – SUV – Extra Length – Gasoline

DELIVERY: 115 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: Louisville, KY

CONTRACTOR: Lebanon Ford MFG: Ford MODEL: Expedition MODEL NUMBER: K1G

Item ID No.: 26720

UNIT PRICE: \$32,299.00

List any exceptions to the specifications: NONE

<u>ITEM ID NO.</u>		<u>UNIT COST</u>
26721	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	\$.70
26722	Minimum Delivery Charge	\$ 80.00

<u>ITEM ID NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
26723	30 DAY	30 Day Tag	\$ 18.50
26724	PARTS CD	Parts Manual (Electronic)	\$ 395.00
26725	SERVICE CD	Service Manual (Electronic)	\$ 395.00
26726	3 RD KEY	Additional Set of Keys	\$ 150.00
Included	-	Locking Differential	\$ 0.00
26727	EXTENDER	Seat Belt Extender (1 Unit)	\$ 5.00
26728	186	Running Boards	\$ 434.00

List standard paint colors: Vermillion Red3 F1, Bronze Fire Metallic H7, Magnetic Metallic J7, Green Gem Metallic JW, Blue Jeans Metallic N1, Tuxedo Black Metallic UH, Ingot Silver Metallic UX, Oxford White Z1

INSTRUCTIONS TO STATE AGENCIES REQUESTING UNSPECIFIED OPTIONS: State agencies that require additional equipment that is not listed in the option table above will need to provide the following to the contract analyst, Alice Ewing, for approval;

1. Quote: Lists the unit price and the contents of the option(s). Manufacturer's invoice should be included.
2. Justification: Specific reasoning why the unlisted option is needed to perform job duties.

UNSPECIFIED OPTION PRICE: 3% above manufacturer invoice.

BUILD OUT SCHEDULE

Amend #	Amend Date	OAKS #	Vehicle Description	Make/Model	Requisition Approval Date	Order to Dealer Date	Dealer Order Cut Off Date	Price Protection (Yes/No)
-	-	26698	1AT - SUV – Compact – Gasoline	Jeep Patriot	TBD	TBD	TBD	
-	-	26705	2AT - SUV – Midsize – Flex Fuel	Chevrolet Equinox	TBD	TBD	TBD	
-	-	26711	3AT - SUV – Full Size – Flex Fuel	Dodge Durango	TBD	TBD	TBD	
-	-	26720	4AT - SUV – Extra Length – Gasoline	Ford Expedition	TBD	TBD	TBD	

Key
Requisition Approval Date - Last day to have requisitions submitted, approved by ordering agency, and routed for central approval.
Order to Dealer Date - Last day to submit Purchase Orders to the dealer.
Dealer Order Cut Off Date - Last day dealer can submit order to manufacturer.
Price Protection - Model year 16 is available at Model Year 15 contract pricing.

CONTRACTOR'S INDEXCONTRACTOR AND TERMS:

43022
Key Chrysler Jeep & Dodge Inc.
2020 N. Detroit St.
Xenia, OH 45385

CONTRACTOR'S CONTACT: Jim Collins

CONTRACT NO.: RS903615 – 1

DELIVERY: 60-120 Days A.R.O.

TERMS: Net 30 Days

Toll Free: (800) 539-3325
Telephone: (937) 372-4451
FAX: (937) 502-4202
E-mail: jcollins@key-chrylser.com

Preferred Method of receiving Purchase Orders:

E-mail: jcollins@key-chrylser.com



45147
Lebanon Ford Inc.
770 Columbus Ave.
Lebanon, OH 45036

CONTRACTOR'S CONTACT: Frank Beaver

CONTRACT NO.: RS903615 – 2

DELIVERY: 115 Days A.R.O.

TERMS: Net 30 Days

Telephone: (614) 570-0702
FAX: (513) 672-9762
E-mail: frankbeaver@roadrunner.com

Preferred Method of receiving Purchase Orders:

E-mail: frankbeaver@roadrunner.com



52914
Taylor Chevrolet Inc.
2510 N. Memorial Dr.
Lancaster, OH 43130

CONTRACTOR'S CONTACT: Carmella Earich

CONTRACT NO.: RS903615 – 3

DELIVERY: 120 Days A.R.O.

TERMS: Net 30 Days

Toll Free: (800) 345-4910
Telephone: (740) 652-2234
FAX: (740) 652-2200
E-mail: cearich@taylordealerships.com

Preferred Method of receiving Purchase Orders:

E-mail: cearich@taylordealerships.com