

INVITATION TO BID

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

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER RS902915	OPENING DATE (1:00 p.m.) October 27, 2014	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. GDC050	BID NOTICE DATE 10/15/2014	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: LAW ENFORCEMENT VEHICLES 2015 MODEL YEAR (OR NEWER) TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>11/01/14</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>09/30/15</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions (Revised 10/2013). All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)		DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

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.

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. RS901214.

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

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 ten (10) 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.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item (vehicle line item).

OPTION PRICING NOTE: Option prices bid shall be less than the manufacturer's suggested retail price(s). Bidder signifies by their signature on page one (1) of the ITB, that the option prices bid are less than MSRP. Bidders found to be over charging for options during bid evaluation may have those options deleted from any award. Ordering agencies are advised to compare window sticker prices of options, where possible with option charges on invoices. Bidders found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

FIRM FIXED-PRICE CONTRACT: The contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

AUTOMOBILE LIABILITY INSURANCE: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker or Sub Contractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

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, 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 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 suspend, 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 Ohio Contract Management Remittance Report

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 East Broad Street
Columbus, OH 43215

SPECIAL CONTRACT TERMS AND CONDITIONS (cont'd)

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.

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

USAGE REPORTS: Every three (3) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Rob Rounds

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

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.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont'd)

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 the official State of Ohio Purchase Order. 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.

SERVICE: The vehicle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery. Unit shall conform to all current Federal Safety Regulations including OSHA.

SERVICE POLICY: The successful bidder shall furnish with each vehicle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of the State of Ohio regardless of the location of the District or Regional Headquarters under which the vehicle operates.

CERTIFICATE OF TITLE: The title shall be filed by the contractor and delivered to the ordering agency within five (5) days after delivery of the vehicle. NOTE: Multiple titles may require additional time to process. Payment of invoice is not to be delayed awaiting title (see Standard Contract Terms & Conditions, Article III, B).

AGENCY REGISTRATION: The successful bidder shall furnish the Title Documents for each new vehicle and deliver same to the Department ordering the vehicle, unless otherwise specified on purchase order. 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.

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 or the number of vehicles that may be purchased through the third party administrator. 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 agency and the dealer.

CONTRACT COMPLIANCE: See Supplemental Contract Terms and Conditions, Article S-14, Contract Compliance.

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

SPECIAL CONTRACT TERMS AND CONDITIONS (cont'd)

NOTICE: POWER TRAIN AND EMISSION SYSTEMS WARRANTY: Executive Order 92-174V requires that state agencies use re-refined oils in all state owned or leased vehicles serviced in state facilities.

Re-refined oils used in state owned or leased vehicles shall meet or exceed all federal and industry specifications applicable to virgin oil products and must contain API certifications. When such re-refined oils are used, in accordance with the vehicle manufacturer requirements, the manufacturer agrees that use of such products shall not void any written and/or implied warranties in effect from the manufacturer. By signing this Invitation to Bid, the bidder and manufacturer agree to these terms and conditions.

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).

SPECIFICATIONS FOR LAW ENFORCEMENT VEHICLES

I. SCOPE AND CLASSIFICATION:

- A. Scope: These specifications define the state's requirements for 2015 vehicles to be utilized by state agencies and coop members, primarily for law enforcement work. This includes political subdivisions that are members of the Department of Administrative Services, Office of State Purchasing, Cooperative Purchasing program.
- B. Classification: The information listed below is based upon 2014 vehicle purchases the Office of State Procurement had received from usage reports.
1. 46 Ford Interceptor Sedan – AWD 3.5 Liter 4 door, 3.5L V6 – Extended through 2015.
 2. 31 Chevrolet Impala – Front Drive, 4 Door, 3.6 Liter, 6 Cylinder.
 3. 54 Chevrolet Tahoe – Extended through 2015.
 4. 63 Dodge Charger Full Size – Rear Drive, 4 Door, 3.6 Liter Pentastar, 6 Cylinder.
 5. 20 Chevrolet Caprice – Rear Drive, 4 Door, 3.6 Liter 4 door.
 6. 265 Ford Interceptor Sport Utility Vehicle – AWD 3.7L V6 – Extended through 2015.

II. APPLICABLE DOCUMENTS:

- A. Model Year 2015 EPA Fuel Economy Guide.
- B. State of Michigan, Department of State Police and Department of Management and Budget, 2013 Model Year Police Evaluation Program; meet or exceed the standards established by the 2013 Michigan State Police Vehicle Test Team for the Police (Pursuit) Category vehicles.
- C. Ohio Revised Code Section 125.

III. REQUIREMENTS:

In addition to the 2015 State of Ohio minimum specifications sheets the following items of factory-installed equipment shall be required as Standard Equipment on each vehicle listed in this bid, unless otherwise noted. Other optional equipment required to be furnished on the units, is noted on the States Specifications. Options listed herein, are to be factory installed except for any item(s) not available from the factory.

A. REQUIRED STANDARD EQUIPMENT:

1. 12V power point.
2. Rust Proofing: Each vehicle listed in this bid shall have the manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be returned with the bid, certifying compliance to this requirement. NOTE: Failure to provide this warranty may result in disqualification of the bid.
3. Spare wheel and tire to be manufacturer's standard for the model bid.
4. All vehicles to be delivered with fuel tank at least one-quarter (1/4) full.
5. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.
Radio Suppression: Shall be equipped with noise suppression equipment for two-way radio operation, which shall suppress vehicle electrical and electronic generated radio frequency interference problems. Broad band vehicular generated noise shall not exceed 1/2 microvolt, as measured by the 12 DB SINAD method, at the two way radio receiver antenna; further, the vehicle shall not produce any on-frequency signal on any state frequency. The contractor is responsible for correcting any radiation or radio frequency interference problems encountered with any of the on-board systems of his supplied vehicles. It is the responsibility of the contractor to insure that operation of properly installed two-way mobile low band radio transmitters will not adversely affect the operation of the vehicle in any manner. Do your vehicles comply? Yes____ No____.
6. Vehicles shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed in these specifications, must not be removed from the vehicle. Manufacturer's disclaimers indicating 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 but not limited to, seat belts and shoulder harness.
7. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, all season, steel belted radials, black walled, and meet the minimum speed rating specified (unless otherwise specified).

SPECIFICATIONS (cont'd)

8. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and manufacture standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.
9. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
10. 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.

B. MILES PER GALLON REQUIREMENTS (2015 DATA) EPA ESTIMATED MILEAGE: Vehicles bid shall be in the EPA classes shown on the respective bid pages, offering the engine requested.

C. OPTIONAL EQUIPMENT:

Inside Trunk Lid Flashing Warning Lights are to be installed as high as possible to provide maximum visibility from the rear of the vehicle.

IV. DELIVERY:

A. Upon receipt of an order from an ordering agency, contractors are expected to enter orders with the factory within 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 10).

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. State's Cooperative Purchasing members need to be sure to include their current membership certificate number and / or a copy of their current membership certificate when placing an 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. 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.

SPECIFICATIONS (cont'd)

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 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. 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.
2. 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.
3. 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.
- D. **EPA ESTIMATED MILEAGE:** Vehicles bid shall be equipped with an engine that meets at least the minimum requirements for the EPA Estimated Mileage as stated in the state of Ohio specification sheet. In the instance where an EPA Estimated Mileage is not available, the bidder is to supply the manufacturer's estimated mileage for the engine quoted.
- E. **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. Option prices bid are to be less than the manufacturer's suggested retail price(s).

SPECIFICATIONS (cont'd)

SPECIFICATIONS: 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 8.

4DR Sedan – Large V6 RWD Item Number 3

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make	Dodge	Rear Window Defroster	wire in glass
Mfg. Model	Charger	Fresh Air Temperature Controlled Heater	w/ Windshield Defrosters
Seating Capacity	5	Intermittent Windshield Wipers	w/ dual speed
# of Doors	4	Trunk Light	Automatic
Wheelbase (.in)	120	Interior Lighting	Overhead dome and map or dome driver light
Base Curb Weight (lbs.)	3,800	Air Conditioning	Required
Body Side Moldings (Installed)	Not Required	Seat Covering	Cloth FR, Cloth RR
Power Train	Rear Wheel Drive	Floor Covering	Carpet
Engine Type (Cylinder/Liter)	V6 / 3.6L	Floor Mats	Heavy Duty FR/RR Required
Horsepower (HP)	292	Radio – Factory Installed	AM/FM
Cooling System	Heaviest Duty Available	Front Seat Type 8 way power	Bucket adjustable –no center console
Automatic Transmission w/ cruise control	Auto, 5-sp	Rear Seat Type	Bench – no center console
Alternator (amps)	220	Power Antilock Brakes (Front and Rear)	Required
Battery (CCA)	800	Air Bag Restraint System (Driver and Passenger)	Required
Fuel Capacity (gals.)	19	Supplemental Restraint System (Driver and Passenger)	Required
Exterior Mirrors – Right and Left mounted	Remote controlled	Tires – Pursuit / Speed Rated, per Manufacture recommendation	All Season, Steel Belted, Black wall
Keyless Go GX4	Required	Spare Tire / Wheel	Full size
Steering	Power	Radio Suppression System	Required
Electronic Door Locks / Electronic Windows	Required – Driver control lock out	12 Volt Power outlet, in front compartment	Required
Rust Proofing	Min factory warranty	Interior Rear View Mirror	Day/Night
Paint	Standard min.	Fuel at delivery	½ tank
Left Handed Spotlight, Pillar Mounted	Required	Mfg. Standard Warranty	3/36 Bumper to bumper
Glass	High Strength Factory Tinted	Speedometer / Std gage package	Required
Arm Rest on Front Doors	Required	Hood Latch Release	Inside passenger compartment only
Foam Front Seat Cushion	Required	Rear Window Wiper / Washer	If applicable
Dual Horns, Factory Installed	Required	Remote Control Trunk Release by Driver	Required

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

SPECIFICATIONS (cont'd)**4DR Sedan – Large V6 RWD Item Number 3**

Dimensions/Ratings	Min. Req.	
EPA Estimated Mileage (City/Combined/Highway)	18/27 Gasoline	
Head Room (Front/Rear) in.	38/36	
Leg Room (Front/Rear) in.	41/40	
Hip Room (Front/Rear) in.	56/55	
Shoulder Room (Front/Rear) in.	59/57	
Trunk/Luggage Area (cu. ft.)	16	

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

BID PRICE

ITEM #3 AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, LARGE SIZE V6 REAR WHEEL DRIVE

DELIVERY: _____ DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: _____

CONTRACTOR:	MFG:	MODEL:	MODEL NUMBER:
REAR END GEAR RATIO:			
ITEM NO.: 201			UNIT PRICE: \$ _____

List any exceptions to the specifications:

Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor: \$0._____. 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: _____

ITEM NO.	MILEAGE	UNIT COST
11592	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$ _____ per mile
11593	Minimum Delivery Charge, Not to Exceed \$50.00	\$ _____

ITEM NO.	CONTRACTOR'S ORDER NO.	OPTIONS	UNIT COST
		Inside Trunk Lid Flashing Warning Lights (Activated when trunk lid is raised)	\$ _____
		Vinyl Rear Bench Seat	\$ _____
		Factory Alarm	\$ _____
		Heavy Duty Black Vinyl Floor Covering	\$ _____
		Special paint option (Two-Tone) Call for Availability	\$ _____
		Exterior Heated Mirrors	\$ _____
		Wheel Covers	_____
		30 day Tag	\$ _____
		Back-Up Camera	_____
		Additional set of FOB keys	\$ _____

BID PRICE

ITEM #3 AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, LARGE SIZE V6 REAR WHEEL DRIVE (cont'd)

CONTRACTOR'S

<u>ITEM NO.</u>	<u>ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
		Street Appearance package	\$
		Matching RH Spot Lamp	\$
		5.7L V8 Engine	\$
		All-Wheel Drive V8	
		Additional Option Package (Bidder to specify type: _____)	\$

List standard paint colors:

SPECIFICATIONS (cont'd.)

4DR Sedan – Large V6 RWD Item Number 4

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make	Chevrolet	Rear Window Defroster	wire in glass
Mfg. Model	Caprice	Fresh Air Temperature Controlled Heater	w/ Windshield Defrosters
Seating Capacity	5	Intermittent Windshield Wipers	w/ dual speed
# of Doors	4	Trunk Light	Automatic
Wheelbase (in.)	118.5	Interior Lighting	Over head dome and map or dome driver light
Base Curb Weight (lbs.)	4043	Air Conditioning	Required
Body Side Moldings (Installed)	Not required	Seat Covering	Cloth FR, Cloth RR
Power Train	Rear Wheel Drive	Floor Covering	Carpet
Engine Type (Cylinder/Liter)	V6 3.6L		
Horsepower (HP)	301	Radio – Factory Installed	AM/FM
Cooling System	Heaviest Duty Available	Front Seat Type	Bucket adjustable – no center console
Automatic Transmission	Auto, 6-sp	Rear Seat Type	Bench – no center console
Alternator (amps)	170	Power Antilock Brakes (ABS) (Front and Rear)	Required
Battery (CCA)	700	Air Bag Restraint System (Driver and Passenger)	Required
Fuel Capacity (gals.)	19	Supplemental Restraint System (Driver and Passenger)	Required
Exterior Mirrors – Right and Left mounted	Heated / Remote controlled	Tires – Pursuit / Speed Rated, per Manufacture recommendation	All Season, Steel Belted, Black wall
2 Sets of Keys with FOBS	Required	Spare Tire / Wheel	Full size
Steering	Power / Tilt	Radio Suppression System	Required
Electronic Door Locks / Electronic Windows (factory standard)	Required – Driver control lock out	12 Volt Power outlet, in front compartment	Required
Rust Proofing	Min factory warranty	Interior Rear View Mirror	Day/Night
Paint – Specify Std Colors	Standard min.	Fuel at delivery	½ tank
Left Handed Spotlight, Pillar Mounted	Required	Mfg. Standard Warranty	Min. 3/36 Bumper to Bumper and 5/100 Powertrain
Glass	High Strength Factory Tinted	Speedometer / Std gage package	Required
Arm Rest on Front Doors	Required	Hood Latch Release	Inside passenger compartment only, by driver side
Foam Front Seat Cushion	Required	Remote Control Trunk Release by Driver	Required
Flexible Fuel Vehicle (FFV)	Required	Dual Horns, Factory Installed	Required

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

SPECIFICATIONS (cont'd.)**4DR Sedan – Large V6 RWD** Item Number 4

Dimensions/Ratings	Min. Req.		
EPA Estimated Mileage (City/Combined/Highway)	Unknown		
Head Room (Front/Rear) in.	38/37		
Leg Room (Front/Rear) in.	42/43		
Hip Room (Front/Rear) in.	56/57		
Shoulder Room (Front/Rear) in.	59/58		
Trunk/Luggage Area (cu. ft.)	17		

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

BID PRICE

ITEM -#4- AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, LARGE SIZE V6, REAR WHEEL DRIVE

DELIVERY: _____ DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: _____

CONTRACTOR:	MFG:	MODEL:	MODEL NUMBER:
REAR END GEAR RATIO:			
ITEM NO.: 23353			UNIT PRICE:

List any exceptions to the specifications:

Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor: \$0._____. 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: _____

ITEM NO.	MILEAGE	UNIT COST
11586	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$ _____ per mile
11587	Minimum Delivery Charge, Not to Exceed \$50.00	\$ _____

ITEM NO.	CONTRACTOR'S ORDER NO.	OPTIONS	UNIT COST
		6.0L V8 SFI with active fuel management	\$ _____
		Inside Trunk Lid Flashing Warning Lights (Activated when trunk lid is raised)	\$ _____
		Rear Door Locks and Handle Inoperative	\$ _____
		Inoperable Doors	\$ _____
		Keys	\$ _____
		30-Day Tag	\$ _____
		Additional set of FOB Keys	\$ _____
		Vinyl Flooring & Vinyl Rear Bench Seat	\$ _____
		Auxiliary Battery In Trunk 700 amp	\$ _____
		Additional Option Package (Bidder to specify type: N/A)	\$ _____
		Delete Daytime Running Lamps and Auto Headlamps	\$ _____
		Inoperable Rear Windows	\$ _____
		Air Bag, Head Curtain Roof Rail Mounted	\$ _____

BID PRICE

ITEM #4- AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, LARGE SIZE V6, REAR WHEEL DRIVE (cont'd.)

	Cargo Mat	\$
	Mats – Carpeted front and B35 rear (not available with 6A3 vinyl floor)	\$
	Remote Vehicle Start	\$
	Seat – Front passenger 8-way power vertical and recline.	\$
	Wheel Covers	
	No Spotlight – Deduct	-\$)
	No Dome / map light –Deduct	-\$)
	No-Radio – Deduct	-\$)

List standard paint colors:

Landscape – Highlight line before pasting. Delete if not needed