

REQUEST FOR PROPOSALS

RFP NUMBER: SR900111
INDEX NUMBER: GDC104
UNSPSC CATEGORY: 25101500

The state of Ohio, through the Department of Administrative Services, Office of Procurement Services, is requesting proposals for:

NEW, MODEL YEAR 2011 AUTOMOBILES AND PASSENGER VANS

RFP ISSUED: November 1, 2010
INQUIRY PERIOD BEGINS: November 1, 2010
INQUIRY PERIOD ENDS: November 12, 2010 at 8:00 a.m.
PROPOSAL DUE DATE: November 19, 2010 by 1:00 p.m.

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: Department of Administrative Services
Office of Procurement Services
ATTN: Bid Desk
4200 Surface Rd.
Columbus, OH 43228-1395

Offerors must note that all proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a proposal or supporting materials because the State will have the right to use any materials or ideas submitted in any proposal without compensation to the offeror. Additionally, all proposals will be open to the public after the award of the contract has been posted on the State Procurement Web site. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).

This RFP consists of five (5) parts and thirteen (13) attachments, totaling sixty-five (65) consecutively numbered pages. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

PURPOSE. This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of all state agencies, is soliciting competitive sealed proposals (Proposals) for New, Model Year 2011 Automobiles and Passenger Vans for Ohio and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the state of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the work (the Work). The intent of DAS is to make Contract awards, by vehicle, for each vehicle listed in this RFP. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date through September 30, 2011. The State may solely renew this Contract at the discretion of the Department of Administrative Services for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Department of Administrative Services for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed one (1) year and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for the Contract in each new biennium. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the ordering entities.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Work may result in the State refusing to consider the Proposal of the Offeror.

BACKGROUND. The state of Ohio requires new, model year 2011 automobiles and passenger vans for use by various state agencies. Political subdivisions, e.g. properly registered counties, townships, municipal corporations, etc., pursuant to section 125.04(B) of the Ohio Revised Code may also use this Contract. The exact quantity of new, model year 2011 automobiles and passenger vans to be purchased by state agencies and political subdivisions is unknown. The State, however, attempts to provide an estimate for each vehicle in this RFP. The annual estimated purchase quantities for these vehicles are as follows:

Vehicle	Estimated Quantities
4 Door Compact Sedan – Gasoline	426
4 Door Midsize Sedan - Flexible Fuel	46
Compact 7 Passenger Van- Flexible Fuel	29
Full Size 8 Passenger Van - Flexible Fuel	17
Full Size 12 Passenger Van - Flexible Fuel	15
Full Size 15 Passenger Van - Flexible Fuel	7

This purchase estimate is informational only and not intended to be a guarantee of quantities to be purchased.

OBJECTIVES. The State has the following objectives that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the personnel the Contractor provides are qualified to perform their portions of the Work.

The objective of this RFP is to make contract awards to the responsible Offeror(s) whose Proposal, conforming to this RFP, is the most advantageous to the State, price and other factors considered.

CALENDAR OF EVENTS. The schedule for the RFP process is given below, and is subject to change. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, the State will make scheduled changes through the RFP addendum process. The State will make changes in the Work schedule after the Contract award through the change order provisions located in the general terms and conditions of the Contract. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency staff until contract award is announced.

DATES:

Firm Dates

RFP Issued:	November 1, 2010
Inquiry Period Begins:	November 1, 2010
Inquiry Period Ends:	November 12, 2010, at 8:00 a.m.
Proposal Due Date:	November 19, 2010, by 1:00 p.m.

NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Proposals are due. Proposals received after 1:00 p.m. on the due date will not be evaluated.

COOPERATIVE PURCHASING CONTRACT: The 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 the Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from the 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 the 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 the Contract. The political division's or institution of higher education's order and the 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 subdivisions and institution of higher education's performance. DAS may cancel the 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 the 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 the 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
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

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 the Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under the 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 entities which includes both state agencies and political subdivisions using the 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: Ohio Treasurer Kevin L. Boyce and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

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 the Contract.

PART TWO: STRUCTURE OF THIS RFP

ORGANIZATION. This RFP is organized into five (5) parts and thirteen (13) attachments. The parts and attachments are listed below.

PARTS:

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

ATTACHMENTS:

Attachment One	Work Requirements and Special Provisions
Part One	Work Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Work & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties, and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Contract
Attachment Five	Offeror Profile Form
Attachment Six	Offeror References Form
Attachment Seven	Offeror Performance Form
Attachment Eight-A	Vehicle Specifications - 4 Door Compact Sedan – Gasoline
Attachment Eight-B	Cost Summary Form - 4 Door Compact Sedan – Gasoline
Attachment Nine-A	Vehicle Specifications - 4 Door Midsize Sedan - Flexible Fuel
Attachment Nine-B	Cost Summary Form - 4 Door Midsize Sedan - Flexible Fuel
Attachment Ten-A	Vehicle Specifications - Compact 7 Passenger Van- Flexible Fuel
Attachment Ten-B	Cost Summary Form - Compact 7 Passenger Van- Flexible Fuel
Attachment Eleven-A	Vehicle Specifications - Full Size 8 Passenger Van - Flexible Fuel
Attachment Eleven-B	Cost Summary Form - Full Size 8 Passenger Van - Flexible Fuel
Attachment Twelve-A	Vehicle Specifications - Full Size 12 Passenger Van - Flexible Fuel
Attachment Twelve-B	Cost Summary Form - Full Size 12 Passenger Van - Flexible Fuel
Attachment Thirteen-A	Vehicle Specifications - Full Size 15 Passenger Van - Flexible Fuel
Attachment Thirteen-B	Cost Summary Form - Full Size 15 Passenger Van - Flexible Fuel

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

CONTACTS. The following person will represent DAS:

Jack Hill, CPPB
Ohio Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

INQUIRIES. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:
 - a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
 - b. Name of the prospective Offeror.
 - c. Representative's business phone number.
 - d. Representative's e-mail address.
8. Type the inquiry in the space provided including:
 - a. A reference to the relevant part of this RFP.
 - b. The heading for the provision under question.
 - c. The page number of the RFP where the provision can be found.
9. Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

DAS will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. DAS will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposal, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or proposal. If Offerors ask questions about existing or past contracts using the Internet Q&A process, DAS will use its discretion in deciding whether to provide answers as part of this RFP process.

DAS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

PROTESTS. Any Offeror that objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual Offeror objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:
 - a. The name, address, and telephone number of the protester;
 - b. The name and number of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by DAS;
 - e. A statement as to the form of relief requested from DAS; and
 - f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
2. A timely protest will be considered by DAS if it is received by the DAS Office of Procurement Services (OPS) within the following periods:
 - a. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals, must be filed no later than five (5) business days prior to the Proposal due date.
 - b. If the protest relates to the recommendation of the evaluation analyst for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the decision by DAS regarding the Offeror's proposal.
3. An untimely protest may be considered by DAS at the discretion of DAS. An untimely protest is one received by the DAS OPS after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1, untimely protests must include an explanation of why the protest was not made within the required time frame.
4. All protests must be filed at the following location:

Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

SUBJECT: (SR900111 and GDC104)

This protest language only pertains to this RFP offering.

ADDENDA TO THE RFP. If DAS decides to revise this RFP before the Proposal due date, an addendum will be announced on the State Procurement Web site.

Offerors may view addenda using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>;
2. From the Navigation Bar on the left, select "Find It Fast";
3. Select "Doc/Bid/Schedule #" as the Type;
4. Enter the RFP Number found on Page 1 of the document (RFP numbers begin with the letters "CSP");
5. Click "Find It Fast" button;
6. On the document information page, click on the addendum number to display the addendum.

When an addendum to this RFP is necessary, DAS may extend the Proposal due date through an announcement on State Procurement Web site. Addenda announcements may be provided any time before 5:00 p.m. on the day before the Proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When DAS issues an addendum to the RFP after Proposals have been submitted, DAS will permit Offerors to withdraw their Proposals.

This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, DAS may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever DAS issues an addendum after the Proposal due date, DAS will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time DAS amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if DAS permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, DAS may limit the nature and scope of the modifications. Unless otherwise stated in the notice by DAS, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to DAS at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than DAS has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

PROPOSAL SUBMITTAL. Each Offeror must submit their Proposal in a sealed envelope/package which constitutes a Proposal package. Each Proposal package must be clearly marked "SR900111 RFP Complete" on the outside of the envelope. Each Offeror must submit one (1) original, completed and signed in blue ink, and one (1) copy for a total of two (2) Proposal packages.

The Offeror must also submit, in the sealed package, a complete copy of the Proposal on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003 or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the proposal due date, at 1:00 p.m. Proposals submitted by e-mail or fax are not acceptable and will not be considered. Proposals must be submitted to:

Department of Administrative Services
Office of Procurement Services - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

DAS will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. DAS recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. Offerors must also allow for potential delays due to increased security. DAS will reject late proposals regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. DAS is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

ORC Section 9.24 prohibits DAS from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding. ORC Section 9.231 applies to this Contract.

DAS may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

CONFIDENTIAL INFORMATION. DAS procures goods and services through a Request for Proposal (RFP), in a transparent manner. As such, the process to procure goods and services by DAS is open to inspection by the public. DAS makes available prices (offered and accepted), terms of payment, proposal materials, evaluation scores, product information, and other types of information DAS uses in evaluating and/or awarding the Contract. Further, the DAS will open for public inspection all proposals provided to the DAS in response to this RFP.

Therefore, an Offeror should not provide DAS with any information that the Offeror wishes the DAS not to provide to the public pursuant to a public request for such information. (Note: DAS will attempt to redact ancillary personal information such as social security numbers and Tax Identification Numbers from public inspection). Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a Proposal or supporting materials because DAS will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the Offeror chooses to include information it deems proprietary or trade secret information, the Offeror may designate such information as confidential and request that such information not be considered as public records and open for inspection. DAS shall review such requests provided the following:

1. The Offeror provides both an electronic copy and paper (hard) copies of the Proposal;
2. The Offeror clearly designates such information as confidential, proprietary, or trade secret, as appropriate at the time of Proposal submission;
3. The Offeror submits the designated material in a sealed container clearly marked "Confidential" and such material is readily separable from the Proposal; and
4. The Offeror redacts such information from the electronic copy of the Proposal.

DAS will review such information to determine whether the material is of such nature that confidentiality is warranted.

The decision as to whether such confidentiality is appropriate rests solely with DAS. If DAS determines that the information marked as confidential, trade secret, or proprietary, is not ancillary to the Proposal and that DAS needs such information in the evaluation of the Proposal or that the information does not meet a statutory exception to disclosure, DAS will make the information available to the public. DAS will inform the Offeror, in writing, of the information DAS does not consider confidential for purposes of public disclosure.

Upon receipt of DAS' determination that all or some portion of the Offeror's designated information is not confidential, the Offeror may exercise the following options:

1. Withdraw the Offeror's entire Proposal;
2. Request that DAS evaluate the Proposal without certain information DAS deemed "public" (DAS will return such information to the Offeror); or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information and request DAS review the Proposal in its entirety.

Finally, if information submitted in the Proposal is not marked as "Confidential", it will be determined that the Offeror waived any right to assert such confidentiality.

DAS will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, DAS may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS. DAS may waive any defects in any Proposal or in the submission process followed by an Offeror. DAS will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS. DAS accepts multiple Proposals from a single Offeror, but DAS requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. DAS will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

DAS wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal.

No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

DAS will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether DAS awards the Contract through this process, decides not to go forward with the Work, cancels this RFP for any reason, or contracts for the Work through some other process or by issuing another RFP.

PART FOUR: EVALUATION OF PROPOSALS

EVALUATION OF PROPOSALS. The evaluation process consists of, but is not limited to, the following steps:

1. Certification. DAS shall open only those proposals certified as timely by the Auditor of State.
2. Initial Review. DAS will review all certified Proposals for format and completeness. DAS normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Proposal is correctly formatted and is complete with respect to the requirements listed herein, the State will continue to evaluate the Proposal.
3. Proposal Evaluation. The procurement representative responsible for this RFP, acting as the evaluation analyst, will evaluate all timely, complete, and properly formatted Proposals. The evaluation analyst will rate the Proposals submitted in response to this RFP based on criteria and weight assigned to each criterion.

The evaluation analyst will evaluate and numerically score each Proposal that has been determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and DAS has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The evaluation analyst may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The evaluation analyst may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the evaluation analyst will first decide how to incorporate the results in the scoring of the Proposals. The evaluation analyst may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each vehicle in the Proposal. At the sole discretion of DAS, any vehicle proposal, in which the Offeror received a significant number of zeros for sections in any portion of the evaluation, may be rejected.

DAS will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

4. Clarifications & Corrections. During the evaluation process, DAS may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if DAS believes doing so does not result in an unfair advantage for the Offeror and it is in the State's best interests. Any clarification response that is broader in scope than what DAS has requested may result in the Offeror's proposal being disqualified.
5. Interviews, Demonstrations, and Presentations. DAS may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow DAS an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the Offeror and its personnel. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of DAS. DAS may record any presentations, demonstrations, and interviews. No more than the top three (3) Proposals may be requested to present an oral presentation of their Proposal to DAS.
6. Contract Negotiations. Negotiations will be scheduled at the convenience of DAS. The selected Offeror(s) are expected to negotiate in good faith.
 - a. General. Negotiations may be conducted with any Offeror who submits a competitive Proposal, but DAS may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP, or the Offeror's Proposal, as appropriate. Negotiated changes that are reduced to writing will become a part of the Contract file open to inspection to the public upon award of the Contract. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.
 - b. Top-ranked Offeror. Should the evaluation process have resulted in a top-ranked Proposal, DAS may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, DAS may then go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

- c. Negotiation with Other Offerors. If DAS decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, DAS will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Negotiation techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

- d. Post Negotiation. Following negotiations, DAS may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which DAS conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, DAS need not require the submissions of best and final Proposals.

It is entirely within the discretion of DAS whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. DAS is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom DAS wants to negotiate, and to dispense with negotiations entirely.

DAS generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, DAS may negotiate with the next Offeror in ranking. Alternatively, DAS may decide that it is in the interests of the State to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation analyst will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

The written changes will be drafted and signed by the Offeror and submitted to DAS within a reasonable period of time. If DAS accepts the change, DAS will give the Offeror written notice of DAS' acceptance. The negotiated changes to the successful offer will become a part of the Contract.

- e. Failure to Negotiate. If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, DAS may terminate negotiations with that Offeror and collect on the Offeror's proposal bond, if a proposal bond was required in order to respond to this RFP.
7. Best and Final Offer. If best and final proposals, or best and final offers (BAFOs), are required, they may be submitted only once; unless DAS makes a determination that it is in the State's interest to conduct additional negotiations. In such cases, DAS may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final proposals will not be allowed. If an Offeror does not submit a best and final proposal, the Offeror's previous Proposal will be considered the Offeror's best and final proposal.
 8. Determination of Responsibility. DAS may review the highest-ranking Offerors or its key personnel to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. DAS' determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key personnel; past conduct and past performance on previous contracts; ability to execute this Contract properly; and management skill. DAS will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information DAS requests or determines to be relevant.
 9. Reference Checks. DAS may conduct reference checks to verify and validate the Offeror's past performance. Reference checks indicating poor or failed performance by the Offeror may be cause for rejection of the Proposal. In addition, failure to provide requested reference contact information may result in DAS not including the referenced experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited to, its performance with other local, state, and federal entities. DAS reserves the right to check references other than those provided in the Offeror's Proposal. DAS may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Work, but also the working relationship between the State and the Offeror.

FINANCIAL ABILITY: Part of the Proposal evaluation criteria is the qualifications of the Offeror which include, as a component, the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, DAS may still insist that an Offeror submit audited financial statements for up to the past three (3) years if DAS is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, the weight DAS assigns, if any, to that financial ability will depend on whether the Offeror's financial position is adequate or inadequate. That is, if the Offeror's financial ability is adequate, the value assigned to the Offeror's relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Work. If DAS believes the Offeror's financial ability is not adequate, DAS may reject the Proposal despite its other merits.

DAS will decide which phases are necessary. DAS has the right to eliminate or add phases at any time in the evaluation process.

To maintain fairness in the evaluation process, all information sought by DAS will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

PROPOSAL EVALUATION CRITERIA. In the Proposal evaluation phase, DAS rates each Proposal submitted in response to this RFP for technical requirements and each Proposal vehicle for cost utilizing the following listed criteria and the weight assigned to each criterion. The possible points allowed per Proposal and Proposal vehicle in this RFP are distributed as indicated in the Table 2 - Scoring Breakdown.

TABLE 2 - SCORING BREAKDOWN

Criteria	Maximum Allowable Points
Proposal Technical Requirement	150 Points
Proposal Vehicle Cost	350 Points
Proposal Vehicle Total Score	500 Points

The scale below (0-5) will be used to rate each Proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
1. Contractor Qualifications	10		
2. Contractor References	10		
3. Contractor Service Capabilities	10		

Proposal Technical Score: _____

In this RFP, the State asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award a vehicle contract to an Offeror, a failure by an Offeror to make a required submission may result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that DAS received.

Once the technical merits of a Proposal are evaluated, each vehicle cost of that Proposal will be considered. It is within DAS' discretion to wait to factor in a Proposal's vehicle cost until after any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of the Proposals' vehicle costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal's vehicle cost at any time in the evaluation process.

PROPOSAL VEHICLE COST POINTS. DAS will calculate each Offeror's Proposal Vehicle Cost Points after the Offeror's Proposal Technical Score is determined. Each vehicle will be evaluated using the following method:

DAS will evaluate each Proposal Vehicle Cost based on that vehicle's total vehicle cost which is comprised of a base unit price plus the sum of weighted option prices plus a delivery charge. The total number of vehicles (units) will be based on the State's estimated purchases as found in the Vehicle Quantities section of the Scope of Work. In instances where the State has no purchase estimate for a particular vehicle, the value of one (1) will be used for the base unit in evaluation. Percentage weight of options, for each vehicle option, will be based on the State's estimated requirement and are included in each Cost Summary Form. Offeror specified (non-weighted) options and the Unspecified Option Price on the Cost Summary Form will not be included in the DAS evaluation.

The Delivery Charge, as listed on each vehicle's Cost Summary Form, is a charge per round-trip mile per vehicle. The Delivery Charge is not to exceed \$0.60 per round-trip mile per vehicle. For the purpose of evaluation, the Delivery Charge will be calculated using three hundred (300) round-trip miles. A Minimum Delivery Charge, as listed on each vehicle's Cost Summary Form, will be utilized in the event the calculated Delivery Charge is less than the Minimum Delivery Charge. The Minimum Delivery Charge is not to exceed \$50.00.

For options with weighted values, Offerors must include a unit price for that option. If a weighted option is included in the base unit price, the Offeror may enter a price of \$0.00 for the option. Offeror's failure to enter a unit price for any or all weighted options of a vehicle in the Proposal may disqualify that Offeror from vehicle award.

Example Total Vehicle Cost Calculations of a Vehicle with Two Weighted Options:

Total Vehicle Cost Using Delivery Charge:

Total Vehicle Cost = (# Units)(Base Unit Price) + [(% Option1 Weight)(# Units)(Option1 Price)] + [(% Option2 Weight) (# Units)(Option2 Price)] + (# Units)(300 Round-trip Miles)(Delivery Charge)

Total Vehicle Cost Using Minimum Delivery Charge:

Total Vehicle Cost = (# Units)(Base Unit Price) + [(% Option1 Weight)(# Units)(Option1 Price)] + [(% Option2 Weight) (# Units)(Option2 Price)] + (# Units)(Minimum Delivery Charge)

Proposal Vehicle Cost Points = (lowest Offeror's total vehicle cost/Offeror's total vehicle cost) x maximum allowable points for Proposal Vehicle Cost as indicated in the Scoring Breakdown table. In this calculation method, the lowest total vehicle cost proposed will receive the maximum allowable Proposal Vehicle Cost Points.

The number of Proposal Vehicle Cost Points assigned in the cost evaluation will be prorated, with the lowest Offeror total vehicle cost given the maximum number of Proposal Vehicle Cost Points. Other Offerors' total vehicle costs will be scored as the ratio of the lowest total vehicle cost to the total vehicle cost being scored, multiplied by the maximum number of points possible for the Proposal Vehicle Cost criteria.

An example for calculating Proposal Vehicle Cost Points, where maximum allowable Proposal Vehicle Cost Points value = 350 points, is the scenario where Offeror X has proposed a total vehicle cost of \$10,000.00. Offeror Y has proposed a total vehicle cost of \$11,000.00 and Offeror Z has proposed a total vehicle cost of \$12,000.00. Offeror X, having the lowest total vehicle cost, would get the maximum 350 cost points. Offeror Y's points would be calculated as \$10,000.00 (Offeror X's total vehicle cost) divided by \$11,000.00 (Offeror Y's total vehicle cost) equals 0.909 times 350 maximum points, or a total of 318.15 cost points. Offeror Z's points would be calculated as \$10,000.00 (Offeror X's total vehicle cost) divided by \$12,000.00 (Offeror Z's total vehicle cost) equals 0.833 times 350 maximum points, or a total of 291.55 cost points.

Proposal Vehicle Cost Points: _____

FINAL STAGES OF EVALUATION. For each vehicle in this RFP, the Proposal Vehicle Total Score will be evaluated.

Proposal Technical Points: _____ + Proposal Vehicle Cost Points: _____ = Proposal Vehicle Total Score: _____

For each vehicle, the Proposals with the highest Proposal Vehicle Total Score will be recommended for the next phase of the evaluation.

If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals, for each vehicle, to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award, for each vehicle, based solely on the proposal evaluation phase.

REJECTION OF PROPOSALS. DAS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that DAS believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, DAS may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or by other means.

DISCLOSURE OF PROPOSAL CONTENTS. DAS will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, DAS will seek to keep the contents of all Proposals confidential until the Contract is awarded. DAS will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

PART FIVE: AWARD OF THE CONTRACT

CONTRACT AWARD. The intent of DAS is to make Contract awards, by vehicle, for each vehicle listed in this RFP. Offerors may submit cost proposals for any or all vehicles. Cost proposals should be submitted only for vehicles for which the Offeror is authorized by the manufacturer to propose and sell.

DAS plans to make Contract awards based on the schedule in the RFP, if DAS decides the Work is in the best interests of the State and has not changed the award date.

The signature page for the Contract is included as Attachment Four of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign, the two (2) copies enclosed, in blue ink and return the signed Contracts to DAS with its response. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, DAS will issue an award letter to the selected Contractor. The Contract will not be binding on DAS until the duly authorized representative of DAS signs both copies and returns one (1) to the Contractor, the Agency issues a purchase order, and all other prerequisites identified in the Contract have occurred.

DAS expects the Contractor to commence work upon receipt of a state issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the Work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The general terms and conditions for the Contract are contained in Attachment Three of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's proposal, as amended, clarified, and accepted by DAS; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

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

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

I. SCOPE OF WORK.

A. APPLICABLE DOCUMENTS.

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

B. VEHICLES.

1. VEHICLE CLASSIFICATIONS:

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

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

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

3. SPECIFICATIONS: It is the intent that all specifications herein are in full and complete compliance with all federal and state of Ohio laws, requirements, and regulations applicable to the Work and the Deliverables being provided. This includes, but is not limited to, FMVSS, OSHA, EPA, SAE Standards, and state of Ohio laws, requirements, and regulations. In addition, any applicable federal or state legislation that should become effective during the term of the Contract, including any renewal, regarding the Deliverables shall immediately become a part of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the State immediately.

- a. Vehicles must be new, 2011 model year vehicles. No used vehicles are acceptable.
- b. Vehicles must meet or exceed the minimum requirements for the standard specification items listed on the Vehicle Specifications found in Attachments Eight-A, Nine-A, Ten-A, Eleven-A, Twelve-A and Thirteen-A.
- c. Vehicles proposed are to be standard manufacturer product lines available to the general public.
- d. All items (parts, components, equipment, features, controls, material and/or accessories) and options shall be supplied and installed by the manufacturer. Contractor installation is only permitted should factory installation not be available.
- e. All items (parts, components, equipment, features, controls, material and/or accessories) and options shall be original equipment manufacturer (OEM) items when available.
- f. Vehicles proposed shall be equipped with an engine that meets the minimum requirements for the EPA Estimated Mileage as stated in the Vehicle Specifications. In the instance where an EPA Estimated Mileage is not available, the Offeror is to supply the manufacturer's estimated mileage for the vehicle engine proposed.
- g. Each vehicle shall be completely assembled, serviced and ready for use when delivered to the ordering entity. Unless specified otherwise; any parts, components, equipment, controls, materials, features,

performances, capacities, ratings or designs, which are standard and/or necessary to form an efficient and complete working vehicle, shall be furnished whether specifically required herein or not. Any item not specified herein but deemed necessary for the application shall be supplied and shall meet the industry standards and practices, federal and state safety standards and regulations, and other applicable standards.

- h. The Offeror shall furnish any item (part, component, equipment, feature, control, material, performance, capacity, rating, design and/or accessory) included in manufacturer's standard or base vehicle covered under manufacturer's make, model and model year whether explicitly specified herein or not. The Offeror shall not delete manufacturer's standard item using manufacturer's delete option or any aftermarket option.
 - i. Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. The Offeror must be sure such requirements are noted in their proposal. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.
 - j. Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the Contractor or manufacturer to comply with state of Ohio requirements. Any extra items (parts, components, equipment, features, controls, material and/or accessories) or options delivered on vehicles cannot and will not be paid for by the ordering entity.
 - k. With regards to the vehicle differential type/ratio, for the purposes of this RFP the terms limited slip, anti-spin, automatic locking rear, locking, TRAC-LOC, etc. are to have the same meaning. The Offeror is to state the standard rear axle ratio being offered and is to propose any additional ratio that may be available when preparing their Proposal.
4. **STANDARD EQUIPMENT:** The following items of factory-installed equipment shall be required as standard equipment on each vehicle listed in this RFP, unless otherwise noted:
- a. 12V power point.
 - b. Spare wheel and tire to be manufacturers standard for the model proposed.
 - c. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, steel belted radials (all season tread; unless otherwise specified).
 - d. Radio Suppression: Each vehicle listed in this RFP shall have the manufacturer's standard radio suppression system.
 - e. Paint: The entire vehicle shall be painted in accordance with automotive standards. All colors are to be solid and manufacturer standard and will be specified on the order. Certain vehicles may require specific paint as noted. The Offeror is to note which colors are standard at no extra cost on each vehicle proposal. If no chart is submitted or no notations are made, it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.
 - f. Rust Proofing: Each vehicle listed in this RFP shall have the manufacturer's standard corrosion protection. A copy of the corrosion protection warranty is to be returned with the Proposal, certifying compliance to this requirement. Failure to provide this warranty may result in disqualification of the Proposal.
 - g. Vehicles shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being proposed, but not listed above, must not 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.
5. **OPTIONAL EQUIPMENT:** It is the responsibility of the Offeror to make sure that any additional options being offered does not change the vehicle model being proposed.
- a. Optional equipment required to be furnished on the vehicles, is noted on the Vehicle Specifications attachments. Options listed herein, are to be factory installed except for any item(s) not available from the factory.
 - b. The Contractor shall include any option that is available at no extra charge and selected by an ordering entity at the time of ordering.
 - c. The Additional Option Package lines have been included on the Cost Summary Form for the Offeror to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the Contractor to make sure that the entire contents of that option package is made available to the ordering entity and that is what the ordering entity wants included in their purchase.
 - d. Following the Contract award, any vehicle option that was not specified in the Vehicle Specifications or the Proposal Cost Summary Form, and is desired by the ordering entity, will be made available to the ordering entity at the price designated as the Unspecified Option Price in the Cost Summary Form. The addition of this option must not change the vehicle model.
6. **GUARANTEE/WARRANTY:**
- a. The Offeror warrants all Deliverables furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this

RFP including specifications or standards. In addition, the Offeror/Contractor warrants the Deliverables are suitable for and will perform in accordance with the purposes for which they are intended.

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

7. **DOCUMENTATION:**

- a. **Manufacturer's Certificate:** Offerors submitting a proposal may be required to submit a letter of manufacturer authorization from the manufacturer whose vehicle(s) is being proposed, certifying that the Offeror is authorized by the manufacturer to propose the vehicle(s) specified. It will be the responsibility of the Contractor to notify the State of any changes in the status of the Offeror franchise.
- b. **Manuals:** The Contractor shall supply vehicle operation and maintenance manuals and any other manual that the vehicle manufacturer supplies as a standard manual. These manuals shall be delivered directly to the ordering entity upon delivery of the vehicle. Failure to supply these manuals may delay processing of invoices for payment
- c. **Certificate of Title/Title Documents:** Title shall be filed by the Contractor and delivered to the ordering entity within fifteen (15) days after delivery of the vehicle. NOTE: Multiple titles may require additional time to process. Payment of invoice is not to be delayed awaiting title. In the case of an ordering entity authorized to complete their own title registration, the Contractor shall furnish the title documents for each new vehicle and deliver same to the ordering entity, unless otherwise specified on purchase order. The Contractor shall deliver with these necessary papers a \$5.00 per vehicle filing fee, at time of vehicle delivery, to any ordering entity authorized to complete their own title registration.
- d. **Warranty:** A copy of all vehicle and item (parts, components, equipment, features, controls, material and/or accessories) warranties shall be delivered directly to the ordering entity upon delivery of the vehicle. An order will be considered incomplete until such warranties are delivered.
- e. **Service Policy:** The Contractor shall furnish with each vehicle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of the state of Ohio regardless of the location of the District or Regional Headquarters under which the vehicle operates.
- f. **Temporary (30 Day) Tag:** Contractor shall furnish with each vehicle delivered a 30 day tag as requested by the ordering entity.
- g. **Descriptive Literature:** The Offeror may be required to submit descriptive literature of the vehicles, items, options or services being offered. If requested, the literature may be used in the evaluation of the Proposal. If not provided as part of the RFP response, the Offeror must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the Proposal (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the Offeror to furnish descriptive literature, either as part of their RFP response or within the time specified herein, will deem the Offeror not responsive.

C. **ORDERS/PURCHASE ORDERS:**

1. Ordering entities are strongly encouraged to place orders as early as possible in the model year. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the Contract, unless the Contract provides for quarterly deliveries.
2. When applicable, purchase orders may be placed for delivery to the ordering entity on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the Contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date, are to be fulfilled by the Contractor.
3. Purchase orders for vehicles, items, and services listed in the Contract will be placed directly with the Contractor by the ordering entity. All purchases made by state agencies only, will be placed using either the official state of Ohio purchase order or by a purchase order issued by the State's third party financing

administrator. The State will not be obligated to pay for purchases of any vehicles, options or services, made by any other method. The State will not be responsible for orders placed by unauthorized employees. A purchase order will authorize the Contractor to provide the required vehicles, items or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering entity to pay for the vehicles, items or services furnished by the Contractor.

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

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

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

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

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

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

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

1. Complete lubrication of operating chassis, engine, and mechanisms with manufacturer's recommended grades of lubricants;
2. Check / Fill all fluid levels to assure proper fill. Each vehicle should be protected to -20° F, with a permanent type anti-freeze;
3. Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s);
4. Inflate tires (including any spares) to proper pressures;
5. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean vehicle, if necessary, and remove all unnecessary tags, stickers, papers, etc;
7. Assure that the vehicle is completely assembled, properly adjusted, and thoroughly tested and is ready for immediate and continuous operation upon delivery;
8. Assure that the vehicle shall be delivered with at minimum a one quarter (¼) full tank of fuel.

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

G. DELIVERY:

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

H. PERFORMANCE AGREEMENT:

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

I. DELAYED DELIVERY:

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

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

K. DELIVERY CHARGE: Any vehicle ordered from this Contract shall be delivered F.O.B. destination to any ordering entity located within the state of Ohio as stated on the purchase order, at the rate per round-trip mile per vehicle Delivery Charge as listed on the vehicle's Cost Summary Form. When generating orders, ordering entities should contact the Contractor and establish the total round-trip miles for a vehicle from the Contractor's location, using the state of Ohio Official Highway Map, unless some other mutually agreed upon method is acceptable.

L. MINIMUM DELIVERY CHARGE: The Minimum Delivery Charge, as listed on the vehicle's Cost Summary Form, is to be used instead of the Delivery Charge when the calculated Delivery Charge of a vehicle is less than the Minimum Delivery Charge. The Contractor may not bill for both the Delivery Charge and the Minimum Delivery Charge.

M. F.O.B. POINT: Contractor must provide vehicles and items under the Contract F.O.B., the place of destination. The place of destination will be specified by the ordering entity on their purchase order or other ordering document.

N. ACCEPTANCE: Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering entity that the vehicle delivered conforms to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

O. SUBMISSION OF INVOICES: Invoices will not be issued prior to receipt of a purchase order. The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

1. The purchase order number authorizing the delivery of the Deliverables.

2. A description of the Deliverables that the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of all the Deliverables delivered.
- P. CONTRACTOR RESPONSIBILITIES. The Contractor must meet all RFP requirements and perform Work as defined in the Scope of Work.

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

THE OFFEROR'S FEE STRUCTURE. The Contractor will be paid as proposed on the Cost Summary Form after the ordering entity approves the receipt of the vehicle and continued completion of all deliverables.

OPTION PRICING NOTE: Option prices proposed are to be less than the manufacturer's suggested retail price (MSRP). The Offeror signifies by their signature on the Proposal, that the option prices proposed are less than MSRP. Offerors found to be over charging for options during proposal 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. Offerors found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

REIMBURSABLE EXPENSES. None.

REQUIREMENTS: The estimated quantity of vehicles to be provided under the Contract is the quantity estimated to be purchased by participating state agencies and cooperatives. This estimate is informational only and not intended to be a guarantee of quantities to be purchased. DAS may allow a participating state agency to purchase vehicles identical to those provided under this Contract from a supplier other than Contractor, if one of the following conditions applies:

1. The volume of vehicles to be purchased, in total or during a period, was not anticipated by DAS at the time this Contract was let and that volume is such that the Contractor is not able to provide the vehicles in a reasonable time;
2. The vehicles to be purchased are unique or unusual from the vehicles provided under this Contract; or
3. The agency requires the vehicles to remedy an emergency and Contractor is not able to provide the vehicles, as the emergency requires.

PAYMENT DUE DATE: Payments under the Contract will be due on the 30th calendar day after the later of:

1. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the final remaining order deliverable is delivered and accepted in accordance with the terms of the Contract.
2. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section §126.30.

PAYMENT: During the term of the Contract, a third party financing option will be made available to State agencies only; not to political subdivisions. The Contractors 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 Contractor.

COMPENSATION: In consideration for Contractor's performance each participating state agency will pay Contractor directly at the rate specified in the Contract. Payments may be made by the Ohio Payment Card, an Auditor of State warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management. Registration in OBM's database requires the Contractor to complete an IRS W-9 Form. The completed original form should be mailed to: Office of Procurement Services, 4200 Surface Rd., Columbus, OH 43228-1395.

OHIO PAYMENT CARD: Participating state agencies purchasing vehicles, items or services from the Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the Procurement Services website. Participating state agencies are required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the vehicles, items or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining deliverables, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.

ELECTRONIC COMMERCE PROGRAM: The state of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Contractor by reducing time delays in receiving orders and payments that are associated with the existing manual processes. It is the goal of the state of Ohio to eventually conduct all procurement activities through electronic commerce technologies. Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the state of Ohio in the future.

The following information is offered to assist all interested businesses in their efforts to move toward becoming a trading partner with the state of Ohio through the electronic commerce technologies. Electronic Data Interchange (EDI) is used for electronic purchase orders, invoicing, and payment of purchases. The program includes sending electronic purchase orders to the Contractor, the receipt of electronic invoices from the Contractor and the transmission of payment and remittance information back to the Contractor. A complete "Implementation Guide", for doing business with the state of Ohio using EDI, can be found on the Internet at: <http://ecedi.ohio.gov/financial/>. This guide contains all of the information necessary for a company to become EDI compliant. By following all of the links, the entire guide may be viewed, downloaded and printed at your location. In addition, companies who are interested in becoming EDI trading partners with the state of Ohio should visit the Office of Budget and Management's website at www.state.oh.us/obm/BusinessCommunityPage/eCommerce.asp for additional information regarding E-Commerce.

CONTRACT COMPLIANCE: The ordering entity will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If an ordering entity observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction(s), the ordering entity will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction(s).

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES: (See SUBCONTRACTING in ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS, PART TWO: WORK & CONTRACT ADMINISTRATION)

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

_____	_____
_____	_____
_____	_____

By the signature affixed to this Proposal, the Offeror hereby certifies that the above information is true and accurate. The Offeror 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 Offeror/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 this Contract which may include immediate cancellation of the Contract. Failure to complete this page may result in your Proposal being disqualified.

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

PUBLICITY: The Contractor will not advertise that it is doing business with the State or use the Contract as a marketing or sales tool without prior, written consent of the State.

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 Offeror, 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.

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 State Purchasing, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Jack Hill II.

The Contractor is to submit two (2) separate reports, one (1) for state agencies purchases and the other report for cooperative purchases. The reports, at minimum, should include data under the following report data column headers:

INDEX NUMBER	CONTRACT NUMBER	ITEM NUMBER	# UNITS SOLD	\$ VALUE
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E.D.G.E Certification: The Office of State Purchasing will identify those Contractors who are E.D.G.E. certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. Certification status of the Contractor.

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).

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

PROPOSAL FORMAT. Each Proposal must include sufficient data to allow the State to verify the total cost for the Work and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information, chronologically in order, with tabbed sections as listed below:

1. Cover Letter
2. Certification
3. Offeror Disclosure of Location of Services and Data
4. Signed Contracts
5. Offeror Profile
6. Offeror References
7. Work Plan
8. Service Capabilities
9. Conflict of Interest Statement
10. Assumptions
11. Proof of Insurance
12. Payment Address
13. Contract Performance
14. W-9 Form and Additional Vendor Information Form
15. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA)
16. Affirmative Action Plan
17. Cost Summary Forms

REQUIREMENTS:

1. Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:
 - a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
 - b. A list of the people who prepared the Proposal, including their titles.
 - c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
 - d. A statement attesting that the Offeror is duly authorized by the vehicle manufacturer(s) to propose and sell the vehicle(s) they are offering within their Proposal.
 - e. A list of all subcontractors, if any, that the Offeror will use on the Work if the Offeror is selected to do the Work.
 - f. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
 - 1) The subcontractor's legal status, tax identification number, and principal place of business address.
 - 2) The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
 - 3) A description of the work the subcontractor will perform.
 - 4) A commitment to do the Work if the Offeror is selected.
 - 5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
 - 6) A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.

A statement that the Offeror's proposed Work meets all the requirements of this RFP.

- g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
- h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the Proposal.
- i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
- j. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.
- k. A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Attachment Three, Part Seven of this RFP document.
- l. All contractors from whom the State or any of its political subdivisions make purchases in excess of \$2500.00 shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity office of the Department of Administrative Services. Provide a statement that the Offeror has been approved through this affirmative action program. Refer to the Affirmative Action paragraph in Attachment Two and to the Equal Employment Opportunity paragraph in Attachment Three, Part Seven of this RFP.
- m. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:
 - 1) An Ohio corporation that is properly registered with the Ohio Secretary of State; or
 - 2) A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the state of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised Code to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

Offeror attests that it is registered with the Ohio Secretary of State.

The Offeror's Charter Number is: _____.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at:
<http://www.sos.state.oh.us>

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through n. above.

2. **CERTIFICATION.** Each Proposal must include the following certification signed by the individual Offeror.

(Insert Company name) affirms they are the prime Offeror.

(Insert Company name) affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from the DAS Representative.

(Insert Company name) affirms that all personnel provided for the Work, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

(Insert Company name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert Company name) agrees that it is a separate and independent enterprise from the state of Ohio, the Agency, and the Department of Administrative Services. *(Insert Company name)* has a full opportunity to find other business and has made an investment in its business. Moreover *(Insert Company name)* will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between *(Insert Company name)* or any of the personnel provided by *(Insert Company name)*, the Agency, or the Department of Administrative Services.

(Insert Company name) affirms that the individuals supplied under the Contract are either: (1) employees of *(Insert Company name)* with *(Insert Company name)* withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to *(Insert Company name)*.

If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:

(Insert Company name) affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the state of Ohio and the Department of Administrative Services and the Agency for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

3. OFFEROR DISCLOSURE OF LOCATION OF SERVICES AND DATA. As part of the Proposal, the Offeror must disclose the following:
 - a. The location(s) where all services will be performed.
 - b. The location(s) where any State data applicable to the Contract will be maintained or made available.
 - c. The principal location of business for the Contractor and all subcontractors.During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available without prior written approval of the Department of Administrative Services.
4. Signed Contracts. The Offeror must provide two (2) originally signed, blue ink copies of the included Contract, Attachment Four. Offeror must complete, sign and date both copies of the Contract and include it with their Proposal. (Attachment Four).
5. Offeror Profile. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on activities or projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response.

The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Work.

This RFP includes an Offeror Profile Summary Form (Attachment Five) which must be completed by the Offeror. The Offeror must use this form, and fill it out completely, to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

Incumbents must ensure that the requirements under this section are fully addressed. Evaluations will not be based on intrinsic knowledge of the evaluation analyst.

6. Offeror References. The Offeror must include a minimum of three (3) references for organizations and/or clients for whom the Offeror has successfully provided services that were similar in their nature and scope to the Work. These references must relate to work that was completed within the past five (5) years. This RFP includes an Offeror Reference Form (Attachment Six) which must be completed by the Offeror. Failure to recreate the form accurately may lead to the rejection of the Offeror's Proposal. For each reference, the Offeror is to provide the following information:
 - a. Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.
 - b. Work Name. The name of the Work where experience was obtained and/or service was provided.
 - c. Dates of Work. Must be completed to show the length of time the Offeror performed the work being described, not the length of time the Offeror was engaged for the reference. The Offeror must complete these dates with a beginning month and year and an ending month and year.
 - d. Description of the Related Service Provided. Offerors should fully describe the services provided to each reference listed. It is the Offeror's responsibility to provide a detailed and distinct description to clearly substantiate its qualifications. Description of how the related service shows the Offeror's experience, capability and capacity to develop this Work's deliverables and/or to achieve this Work's deadlines. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation by the evaluation analyst.When contacted, each reference must be willing to discuss the Offeror's previous performance on work that was similar in nature and scope to the Work.

7. Work Plan. The Work Plan must demonstrate an understanding of the requirements of the Work as described in the Scope of Work. Offeror must fully describe its current capacity and specific work steps for performing the Work. The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to complete the Work satisfactorily. To this end, the Offeror must submit a Work plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Work. The Work plan should include detail sufficient to give the State an understanding of the Offeror's knowledge, including Gantt charts documenting the typical order fulfillment cycle beginning with an ordering entity's issuance of order through the Contractor's delivery of the Deliverables.

The Work Plan should demonstrate that the Offeror would be prepared to immediately undertake, and successfully complete, the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The Staffing Plan should be consistent with the Work Plan).

Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

8. Service Capabilities. The Offeror must fully describe its capabilities with regards to the servicing of vehicles purchased under the Contract. These services include but are not limited to:
- Pre-inspection of vehicles
 - Pre-delivery service of vehicles
 - Services required under warranty repair and manufacturer recall conditions.

The Offeror should address its capabilities and capacities with respect to the location, equipment, and technician(s) that will be used to perform such servicing of the vehicles.

9. Conflict of Interest Statement. Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Work through the Offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.
10. Assumptions. The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the Proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.
11. Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions, Attachment Three, Part Two. The policy may be written on an occurrence or claims made basis.
12. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.
13. Contract Performance. The Offeror must complete Attachment Seven, Offeror Performance Form.
14. W-9 Form and Vendor Information Form. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. At least one (1) original of each form (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of these completed forms. If a subsidiary company is involved, Offerors must have an original W-9 and OBM-5657 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at <http://www.ohiosharedservices.ohio.gov/Vendors.aspx>

The form requires either a Standard Industrial Classification (SIC) code or a North American Industry Classification System (NAICS) code. These codes can be found at: http://www.osha.gov/pls/imis/sic_manual.html for the SIC codes or <http://www.census.gov/eos/www/naics/> for the NAICS codes. Offeror shall follow instructions to determine the proper code.

15. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA). The Offeror being awarded this Contract must be registered with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov> to file for DMA pre-certification; if you are not already registered you must:
- Register with the Ohio Business Gateway (OBG) at:
<http://obg.ohio.gov>
 - Review the Terrorist Exclusion List at:
http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf

- c. Complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form at:

<http://www.publicsafety.ohio.gov/links/HLS0038.pdf>

Submit a hardcopy of this completed form with your RFP response. You must then return to the OBG and complete the form for online submission under "Electronic Filing." It is important that you submit the DMA form online at OBG and in hardcopy with the Proposal.

Failure to complete the certification may result in the Offeror being deemed not responsive and/or may invalidate any Contract award. If not submitted with the proposal response, the Offeror will have seven (7) calendar days, after notification, to submit the form.

16. Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

17. Cost Summary Forms. The Cost Summary Forms (Attachments Eight-B, Nine-B, Ten-B, Eleven-B, Twelve-B and Thirteen-B) must be submitted with the Offeror's Proposal. The Offeror's vehicle prices, option prices and delivery charges as listed on the Cost Summary Forms must be represented as firm fixed prices and charges for the term of the Contract. All Contractor costs associated with furnishing the Work and Deliverables must be reflected in the prices and charges submitted in the Cost Summary Forms. No mention of or reference to prices or costs may be made in response to any other section of the RFP other than the Cost Summary Forms. Any Offeror mention or reference to prices or costs, other than those submitted in the Cost Summary Forms, shall be ignored by the State and not factored into the Proposal evaluation.

All prices, costs, and conditions outlined in the Proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The awarded contractor must hold the accepted prices and/or costs for the entire contract period. No price change shall be effective without prior written consent from DAS, OPS.

The State shall not be liable for any prices or costs the Offeror does not identify in its Proposal.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART ONE: PERFORMANCE AND PAYMENT

STATEMENT OF WORK. The RFP and the Offeror's Proposal (collectively referred to as the "RFP") are a part of this Contract and describe work (the "Work") the Contractor will do and any vehicles, items, documents, and services the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Work in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Work.

The Contractor will consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Work and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Work. The Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Work and will not amend or alter the scope of the Work.

TERM. Unless this Contract is terminated, or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium. The State however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Work continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

It is understood that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the State

The Work has a completion date that is identified in the RFP. The RFP may also have several dates for delivery of Deliverables or reaching certain milestones in the Work. The Contractor must make those deliveries, meet those milestones, and complete the Work within the times the RFP and the mutually agreed to Work Plan requires. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. The State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five (5) business days of the Contractor's realization that the State's delay will impact the Work. The notice to the State must be directed at making the State aware of its delay and the impact of its delay. It must be sent to the Agency Work Representative and the State Procurement Representative. Remedies resulting from the State's delay will be at the State's discretion.

The State seeks complete Work. Any incidental items omitted in the RFP will be provided as part of the Contractor's not-to-exceed fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Work. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Work to be complete and useful to the State are included in the Work and the not-to-exceed fixed price.

ECONOMIC PRICE ADJUSTMENT. The Contract prices(s) will remain firm throughout the initial term of the Contract. Thereafter, prior to Contract renewal, the Contractor may submit a request to adjust their price(s) to be effective on the effective date of the Contract's renewal. No price adjustment will be permitted prior to the effective date; on purchase orders that already being processed; or on purchase orders that have been filled.

Price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

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. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

COMPENSATION. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Work or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Work tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP.

An invoice must comply with the State's then-current policies regarding invoices and their submission. The State will notify the Contractor in writing within fifteen (15) business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor will send all invoices under this Contract to the "bill to" address in the RFP or in the applicable purchase order.

The State will pay the Contractor interest on any late payment as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State may then deduct the disputed amount from its payment as a non-exclusive remedy. If, in the opinion of the State, a material breach has occurred by the Contractor, the State retains the right to withhold payment from the Contractor. Both parties agree that an attempt at resolution of any claims or material breach or disputes will first be made jointly by the Contractor Work Manager, the Contractor Work Principal, the Agency Work Representative and the State Procurement Administrator. If, within 30 calendar days following the above notification, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. No payments are required to be made by the State until the matter is resolved.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor will reimburse the State for that amount at the end of the 30 calendar days as a non-exclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

REIMBURSABLE EXPENSES. The State will pay all reimbursable expenses identified in the RFP, if any, in accordance with the terms in the RFP and, where applicable, Section 126.31 of the Revised Code. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP.

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Agency Work Representative. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

CERTIFICATION OF FUNDS. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

1. All statutory provisions under the Revised Code, including Section 126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio.

If the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

EMPLOYMENT TAXES. Each party will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

SALES, USE, EXCISE, AND PROPERTY TAXES. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Work, such will be the sole and exclusive responsibility of the Contractor. The Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or at a later time.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS. The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART TWO: WORK & CONTRACT ADMINISTRATION

RELATED CONTRACTS. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State such that the Work duplicates the work done or to be done under the other contracts.

SUBCONTRACTING. The Contractor may not enter into subcontracts for the Work after award without written approval from the State. The Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Work in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor will indemnify the State for the damage.

RECORD KEEPING. The Contractor will keep all financial records in accordance with generally accepted accounting procedures consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. The Contractor will keep all Work-related records and documents at its principal place of business or at its office where the Work was performed.

The Contractor will keep a separate account for the Work (the "Work Account"). All payments made from the Work Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Work Account will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments from the Work Account.

AUDITS. During the term of this Contract and for three (3) years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Work. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Work.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the Work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Work records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals any material deviation from the Work's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of two thousand five hundred (\$2,500), the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

INSURANCE. The Contractor shall provide the following insurance coverage at its own expense throughout the term of this Contract:

1. Workers' compensation insurance, as required by Ohio law, and, if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where work on the Work will be done. The Contractor shall also maintain employer's liability insurance with at least a \$1,000,000 limit.
2. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the state of Ohio as an additional insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Per Occurrence Limit
- \$1,000,000 Personal and Advertising Injury Limit
- \$100,000 Fire Legal Liability
- \$10,000 Medical Payments

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

3. Commercial Automobile Liability insurance with a combined single limit of \$500,000.

Certificates for Worker's Compensation and proof of insurance must be provided. The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

STATE PERSONNEL. During the term of this Contract and for one (1) year after completion of the Work, the Contractor will not hire or otherwise contract for the services of any state employee involved with the Work.

REPLACEMENT PERSONNEL. If the Offeror's Proposal contains the names of specific people who will work on the Work, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Work without the prior, written consent of the State except as provided below.

The Contractor may remove a person listed in its Proposal from the Work if doing so is necessary for legal or disciplinary reasons. The Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in its Proposal. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as the State may reasonably request, within five (5) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the Contractor fail to provide the notice required under this Section or fail to provide two

qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In the event of such a default, the State will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The State may determine that proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the work of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines will provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection may be deemed a termination for convenience.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The State, therefore, will have the right to require the Contractor to remove any individual working on the Work if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people in the Proposal.

CONTRACT NON-COMPLIANCE. A primary goal of the Agency is to assure that the program receives high quality services from the Contractor. To this end, the Agency will work in partnership with the Contractor(s) to meet this goal. The partnership is defined by the Contract and it is important that communication between the Contractor and state agencies be open and supportive. Should contract non-compliance be an issue, the Agency shall make every effort to resolve the problem.

1. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in the Contract may result in the imposition of remedies as explained below in paragraph 2.

The Agency must be promptly notified of any procedural changes outside the technical requirements listed herein.

2. Resolution for Contract Non-Compliance. The Agency will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the Contract.
 - a. For any infractions not immediately remedied by the Contractor, the Agency will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction.

DAS will impose upon the Contractor remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

SUSPENSION AND TERMINATION. The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State may also terminate this Contract if the Contractor violates any law or regulation in doing the Work, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

The State may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Work. If a third party is providing funding for the Work, the State may also terminate this Contract should that third party fail to release any Work funds. The RFP identifies any third party source of funds for the Work.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Work and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the Work completed at the date of termination, the percentage of the Work's completion, any costs incurred in doing the Work to that date and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to

the State with its report. If delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

If the State terminates this Contract for cause, it will be entitled to cover for the Work by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any work on the Work that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the Contractor by the State. The State will make that determination based on the lesser of the percentage of the Work completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

The State will have the option of suspending rather than terminating the Work where the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Work rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Work after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Work just as is required by this Section in the case of termination. After suspension of the Work, the Contractor will perform no work without the consent of the State and will resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Work. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State will not suspend the Work for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Work within the 30-day period, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

The Contractor may, at its discretion, request termination with a minimum 60 day notice in writing. The State will review the request and respond in writing to the Contractor with its findings.

CONTRACT REMEDIES.

1. **Actual Damages.** Contractor is liable to the state of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute Deliverables, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute Deliverables, less any expenses or costs saved by Contractor's default, from Contractor.
2. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day the default is not cured by Contractor.
3. **Deduction of Damages from Contract Price.** The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the Contract, upon prior written notice being issued to the Contractor by the State.

REPRESENTATIVES. The State's representative under this Contract will be the person identified in the RFP or a subsequent notice to the Contractor as the "Agency Work Representative". The Agency Work Representative will review all reports made in the performance of the Work by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Work. The Agency Work Representative may assign to a manager, responsibilities for individual aspects of the Work to act as the Agency Work Representative for those individual portions of the Work.

The Contractor's Work Manager under this Contract will be the person identified in the Proposal as the "Work Manager." The Work Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. The Work Manager may not be replaced without the approval of the State if that individual is identified in the Proposal as a key individual on the Work.

WORK RESPONSIBILITIES. The State will be responsible for providing only those things expressly identified, if any, in the RFP. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

The Contractor will assume the lead in the areas of management, design, and development of the Work. The Contractor will coordinate the successful execution of the Work and direct all Work activities on a day-to-day basis, with the advice and consent of the Agency Work Representative. The Contractor will be responsible for all communications regarding the progress of the Work and will discuss with the Agency Work Representative any issues, recommendations, and decisions related to the Work.

If the Work, or parts of it, requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of Agency Work Representative certifying that installation is complete and the Work, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Agency Work Representative.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or Federal agency for the Work and maintaining them throughout the duration of this Contract.

CHANGES. The State may make reasonable changes, within the general scope of the Work. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Work, the Contractor will have the right to request a Change Order from the State. Scope of Work changes will be managed as follows: pricing will be provided from the Contractor to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the Work. Within five (5) business days after receiving the Change Order, the Contractor will sign it to signify agreement.

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State of the claim within five (5) business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, either party may submit the dispute to the senior management of the Contractor and the State for resolution. If, within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. Costs of mediation will be shared equally. Both parties further agree to use best efforts to resolve any claims or disputes arising during the performance of this Contract within 30 calendar days following the initiation of the dispute process. The resolved amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will get a credit for the work no longer required under the original scope of the Work. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor will be responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the Work the Contractor will perform. The Contractor will not receive an overhead percentage for work a subcontractor will do under a Change Order.

EXCUSABLE DELAY. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom Contractor has no legal control.

FORCE MAJEURE. If the State or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

INDEPENDENT STATUS OF THE CONTRACTOR. The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

CONFIDENTIALITY. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Work. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Work. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) Was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) Is independently developed by the Contractor; (3) Is or becomes publicly available without breach of this Contract; (4) Is rightfully received by the Contractor from a third party without an obligation of confidence; (5) Is disclosed by the Contractor with the written consent of the State; or (6) Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) Notifies the State of such order immediately upon receipt of the order and (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

HANDLING OF THE STATE'S DATA. The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must:

1. Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
2. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
3. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
4. Maintain appropriate identification and authentication process for information systems and services associated with State data.
5. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
6. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, Work logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data.

The Contractor must use appropriate measures to ensure that State's data is secure before transferring control of any systems or media on which State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State data or the infrastructure associated with State data.

In case of an actual security breach that may have compromised State data, including but not loss or theft of devices or media, the Contractor must notify the State in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession.

OWNERSHIP OF DELIVERABLES. All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

LICENSE IN COMMERCIAL MATERIAL. As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP or as an attachment referenced in the RFP, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to State secrets. Otherwise, the State will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (8) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred.
2. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
3. Reproduced for safekeeping (archives) or backup purposes.
4. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract.

5. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.
6. Used or copied for use in or transferred to a replacement computer.

However:

7. If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions.
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

GENERAL WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) Be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; (3) Deliverables hereunder are merchantable and fit for the particular purpose described in this Contract; and (4) No Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) The Contractor has the right to enter into this Contract; (2) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) The Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) All hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; and (6) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

The warranty regarding material defects is a 1-year warranty. All other warranties will be continuing warranties. If any portion of the Work fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Work. The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one (1) of the following four (4) things: (1) Modify the Deliverable so that it is no longer infringing; (2) Replace the Deliverable with an equivalent or better item; (3) Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) Remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

RETURN GOODS POLICY. The State will apply the following Return Goods Policy on all purchases made under the Contract. The Offeror acknowledges have reading, understanding, and agrees to this Policy.

1. Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the ordering entity premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the ordering entity. At the option of the ordering entity, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering entity will dispose of accordingly.
2. For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering entity for acceptance. The production sample will be identical to the item to be provided. The ordering entity will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering entity determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval from the ordering entity will result in the Contractor bearing all responsibility and costs associated with the return of these goods.
3. Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering entity will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.

PRODUCT RECALL. In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify DAS-Procurement Services and all ordering entities/entities within two business days after notice has been given. Contractor shall, at the option of the ordering entity, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering entity. At the option of the ordering entity, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

SOFTWARE WARRANTY. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtained a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the entire System. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

EQUIPMENT WARRANTY. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor's will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
2. Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

GENERAL EXCLUSION OF WARRANTIES. The State makes no warranties, express or implied, other than those express warranties contained in this Contract. The Contractor also makes no warranties of merchantability or fitness for a particular purpose except as follows: If the Contractor has been engaged under the scope of work in the RFP to design something to meet a particular need for the State, then the Contractor does warrant that the Contractor's work will meet the stated purpose for that work.

INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace the Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract.
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FIVE: ACCEPTANCE AND MAINTENANCE

STANDARDS OF PERFORMANCE AND ACCEPTANCE. If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the Agency Work Representative to ensure that each Deliverable and the Work as a whole comply with the requirements of this Contract. The Agency Work Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Work as a whole does not meet the requirements of this Contract. If the Agency Work Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Agency Work Representative has issued a noncompliance letter, the Deliverables or the Work as a whole will not be accepted until the Agency Work Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Agency Work Representative will issue the acceptance letter within 15 calendar days.

If the Work fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the Work.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SIX: CONSTRUCTION

ENTIRE DOCUMENT. This Contract is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

BINDING EFFECT. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

AMENDMENTS – WAIVER. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.

ANTITRUST ASSIGNMENT TO THE STATE. Contractor assigns to the state of Ohio, through the Department of Administrative Services, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the vehicles or services provided under this Contract. Additionally, the state of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.

SEVERABILITY. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

CONSTRUCTION. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

HEADINGS. The headings used herein are for the sole sake of convenience and will not be used to interpret any section.

NOTICES. For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

CONTINUING OBLIGATIONS. The terms of this Contract will survive the termination or expiration of the time for completion of Work and the time for meeting any final payment of compensation, except where such creates an absurdity.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SEVEN: LAW & COURTS

COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work.

DRUG-FREE WORKPLACE. The Contractor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

CONFLICTS OF INTEREST. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Work to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take steps to ensure that such a person does not participate in any action affecting the Work under this Contract. This will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

OHIO ETHICS AND ELECTIONS LAW.

A. Ethics Law

Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the state of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Strickland's Executive Order 2007-01S for Ethics.

In accordance with Executive Order 2007-01S, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other contracts with the state of Ohio up to and including debarment.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws. Executive Order 2007-01S is available for review at <http://governor.ohio.gov/>, click on Governor's Office and then on Executive Orders.

B. Political Contributions

The Contractor affirms in its cover letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

DECLARATION OF MATERIAL ASSISTANCE. In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:

A. I have not received, nor will receive as a result of this Contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;

Or

B. 1. I have received, or will receive as a result of this Contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

And

2. I have either pre-certified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form as certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

INJUNCTIVE RELIEF. Nothing in this Contract is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

ASSIGNMENT / DELEGATION. The Contractor will not assign any of its rights nor delegate any of its duties under this Contract without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

GOVERNING LAW. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

ATTACHMENT FOUR
CONTRACT

This Contract, which results from RFP SR900111, entitled New, Model Year 2011 Automobiles and Passenger Vans for Ohio is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, and

(the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's proposal, and written, authorized addenda to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the Contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of December 1, 2010 or the occurrence of all conditions precedent specified in the General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

_____ (Contractor)	<u>Department of Administrative Services</u> <u>(State of Ohio Agency)</u>
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	<u>Hugh Quill</u> <u>(Printed Name)</u>
_____ (Title)	<u>Director, Department of Administrative Services</u> <u>(Title)</u>
_____ (Date)	_____ (Date)

ATTACHMENT FIVE
OFFEROR PROFILE FORM

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:
Additional Background Information:		

ATTACHMENT SIX
OFFEROR REFERENCES FORM

Three (3) professional references who have received services from the Offeror in the past five (5) years

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Work Name:	Beginning Date of Work: (Month/Year)	Ending Date of Work: (Month/Year)	
Description of Work size, complexity and the Offeror's role in this Work.			

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Work Name:	Beginning Date of Work: (Month/Year)	Ending Date of Work: (Month/Year)	
Description of Work size, complexity and the Offeror's role in this Work.			

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Work Name:	Beginning Date of Work: (Month/Year)	Ending Date of Work: (Month/Year)	
Description of Work size, complexity and the Offeror's role in this Work.			

ATTACHMENT SEVEN
OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Has trading in the stock of the company ever been suspended? If so provide the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Offeror's proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the Work, and the best interests of the State.

ATTACHMENT EIGHT-A
VEHICLE SPECIFICATIONS

Sedan – Compact - Gasoline
 Item Number 1A

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

ATTACHMENT EIGHT-B
COST SUMMARY FORM

Sedan – Compact - Gasoline
Item Number 1A

New, Model Year 2011 Automobiles and Passenger Vans for Ohio
 SR900111

UNSPSC CATEGORY CODE: 25101503

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

CONTRACTOR: _____ MFG: _____ MODEL: _____ MODEL NUMBER: _____

ITEM ID NO: 15000 _____ BASE UNIT PRICE: _____

List any exceptions to the vehicle specifications:	
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DELIVERY CHARGE: \$ 0._____/round-trip mile/vehicle (Not to exceed \$0.60 per round-trip mile per vehicle)

If no Delivery Charge is provided by the Offeror, the State will assume that there will be no charge for delivery and evaluate the vehicle based upon that assumption.

MINIMUM DELIVERY CHARGE: \$_____/vehicle (Not to exceed \$50.00 per vehicle)

If no Minimum Delivery Charge is provided by the Offeror, the State will assume that there will be no minimum charge for delivery and evaluate the vehicle based upon that assumption.

CONTRACTOR'S ORDER NO.	OPTIONS	% WGT.	OPTION UNIT PRICE
	30 Day Tag	50	\$
	Parts Manual (Offeror to Specify Paper or Electronic)	10	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$

UNSPECIFIED OPTION PRICE: _____% above manufacturer invoice (Not to exceed 3.00%)

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

List standard paint colors:	
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All prices/costs must be in U.S. Dollars.
 The State will not be responsible for any prices/costs not identified.
 There will be no additional reimbursement for travel or other related expenses.

ATTACHMENT NINE-A
VEHICLE SPECIFICATIONS

Sedan – Midsize - Flex Fuel

Item Number 2B

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

ATTACHMENT NINE-B
COST SUMMARY FORM

Sedan – Midsize - Flex Fuel
Item Number 2B

New, Model Year 2011 Automobiles and Passenger Vans for Ohio
 SR900111

UNSPSC CATEGORY CODE: 25101503

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

CONTRACTOR: _____ MFG: _____ MODEL: _____ MODEL NUMBER: _____

ITEM ID NO: 15300 _____ BASE UNIT PRICE: _____

List any exceptions to the vehicle specifications:	
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DELIVERY CHARGE: \$ 0._____/round-trip mile/vehicle (Not to exceed \$0.60 per round-trip mile per vehicle)

If no Delivery Charge is provided by the Offeror, the State will assume that there will be no charge for delivery and evaluate the vehicle based upon that assumption.

MINIMUM DELIVERY CHARGE: \$_____/vehicle (Not to exceed \$50.00 per vehicle)

If no Minimum Delivery Charge is provided by the Offeror, the State will assume that there will be no minimum charge for delivery and evaluate the vehicle based upon that assumption.

CONTRACTOR'S ORDER NO.	OPTIONS	% WGT.	OPTION UNIT PRICE
	Side Impact Air Bags	53	\$
	Power Driver's Seat	32	\$
	30-Day Tag	28	\$
	Parts Manual (Offeror to specify Paper or Electronic)	1	\$
	Shop Manual (Offeror to specify Paper or Electronic)	2	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$

UNSPECIFIED OPTION PRICE: _____% above manufacturer invoice (Not to exceed 3.00%)

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

List standard paint colors:	
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All prices/costs must be in U.S. Dollars.
 The State will not be responsible for any prices/costs not identified.
 There will be no additional reimbursement for travel or other related expenses.

ATTACHMENT TEN-A
VEHICLE SPECIFICATIONS

Van – Compact, 7 Passenger – Flex

Fuel

Item Number 3B

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

ATTACHMENT TEN-B
COST SUMMARY FORM

Van – Compact, 7 Passenger – Flex Fuel
Item Number 3B

New, Model Year 2011 Automobiles and Passenger Vans for Ohio
 SR900111

UNSPSC CATEGORY CODE: 25101505

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

CONTRACTOR: _____ MFG: _____ MODEL: _____ MODEL NUMBER: _____

ITEM ID NO: 15605 _____ BASE UNIT PRICE: _____

List any exceptions to the vehicle specifications:	
--	--

DELIVERY CHARGE: \$ 0._____/round-trip mile/vehicle (Not to exceed \$0.60 per round-trip mile per vehicle)

If no Delivery Charge is provided by the Offeror, the State will assume that there will be no charge for delivery and evaluate the vehicle based upon that assumption.

MINIMUM DELIVERY CHARGE: \$_____/vehicle (Not to exceed \$50.00 per vehicle)

If no Minimum Delivery Charge is provided by the Offeror, the State will assume that there will be no minimum charge for delivery and evaluate the vehicle based upon that assumption.

CONTRACTOR'S ORDER NO.	OPTIONS	% WGT.	OPTION UNIT PRICE
	30 Day Tag	40	\$
	Parts Book (Offeror to specify Paper or Electronic)	20	\$
	Shop Manual (Offeror to specify Paper or Electronic)	20	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$

UNSPECIFIED OPTION PRICE: _____% above manufacturer invoice (Not to exceed 3.00%)

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

List standard paint colors:	
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All prices/costs must be in U.S. Dollars.
 The State will not be responsible for any prices/costs not identified.
 There will be no additional reimbursement for travel or other related expenses.

ATTACHMENT ELEVEN-A
VEHICLE SPECIFICATIONS

Van – Full Size, 8 Passenger – Flex Fuel
Item Number 4B

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

ATTACHMENT ELEVEN-B
COST SUMMARY FORM

Van – Full Size, 8 Passenger – Flex Fuel
Item Number 4B

New, Model Year 2011 Automobiles and Passenger Vans for Ohio
 SR900111

UNSPSC CATEGORY CODE: 25101505

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

CONTRACTOR: _____ MFG: _____ MODEL: _____ MODEL NUMBER: _____

ITEM ID NO: 15800 _____ BASE UNIT PRICE: _____

List any exceptions to the vehicle specifications:	
--	--

DELIVERY CHARGE: \$ 0._____/round-trip mile/vehicle (Not to exceed \$0.60 per round-trip mile per vehicle)

If no Delivery Charge is provided by the Offeror, the State will assume that there will be no charge for delivery and evaluate the vehicle based upon that assumption.

MINIMUM DELIVERY CHARGE: \$_____/vehicle (Not to exceed \$50.00 per vehicle)

If no Minimum Delivery Charge is provided by the Offeror, the State will assume that there will be no minimum charge for delivery and evaluate the vehicle based upon that assumption.

CONTRACTOR'S ORDER NO.	OPTIONS	% WGT.	OPTION UNIT PRICE
	Sliding Side Door	50	\$
	Rear Step Bumper	33	\$
	Remote Keyless Entry	33	\$
	30 Day Tag	33	\$
	Parts Manual (Offeror to specify Paper or Electronic)	10	\$
	Shop Manual (Offeror to specify Paper or Electronic)	33	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$

UNSPECIFIED OPTION PRICE: _____% above manufacturer invoice (Not to exceed 3.00%)

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List standard paint colors:	
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All prices/costs must be in U.S. Dollars.
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 There will be no additional reimbursement for travel or other related expenses.

ATTACHMENT TWELVE-A
VEHICLE SPECIFICATIONS

Van – Full Size, 12 Passenger – Flex Fuel

Item Number 5B

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

ATTACHMENT TWELVE-B
COST SUMMARY FORM

Van – Full Size, 12 Passenger – Flex Fuel
Item Number 5B

New, Model Year 2011 Automobiles and Passenger Vans for Ohio
 SR900111

UNSPSC CATEGORY CODE: 25101505

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

CONTRACTOR: _____ MFG: _____ MODEL: _____ MODEL NUMBER: _____

ITEM ID NO: 15900 BASE UNIT PRICE: _____

List any exceptions to the vehicle specifications:	
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DELIVERY CHARGE: \$ 0. _____ /round-trip mile/vehicle (Not to exceed \$0.60 per round-trip mile per vehicle)

If no Delivery Charge is provided by the Offeror, the State will assume that there will be no charge for delivery and evaluate the vehicle based upon that assumption.

MINIMUM DELIVERY CHARGE: \$ _____ /vehicle (Not to exceed \$50.00 per vehicle)

If no Minimum Delivery Charge is provided by the Offeror, the State will assume that there will be no minimum charge for delivery and evaluate the vehicle based upon that assumption.

CONTRACTOR'S ORDER NO.	OPTIONS	% WGT.	OPTION UNIT PRICE
	Vinyl Seat Covering	50	\$
	Sliding Side Door	50	\$
	Rear Step Bumper	50	\$
	Remote Keyless Entry	20	\$
	30 Day Tag	50	\$
	Parts Manual (Offeror to Specify Paper or Electronic)	50	\$
	Shop Manual (Offeror to Specify Paper or Electronic)	50	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$

UNSPECIFIED OPTION PRICE: _____ % above manufacturer invoice (Not to exceed 3.00%)

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List standard paint colors:	
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ATTACHMENT THIRTEEN-A
VEHICLE SPECIFICATIONS

Van – Full Size, 15 Passenger – Flex Fuel

Item Number 6B

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make		Intermittent Windshield Wipers	Required
Mfg. Model - Model No.		Rear Door Type	Vertical Swing-Out
Seating Capacity	15	Side Door Type	Hinged
Wheelbase (in.)	135	Power Windows & Door Locks	Required
Overall Length (in.)	224	Cruise Control and Tilt Wheel	Required
Gross Vehicle Weight Rating (GVWR)	9,000	Air Conditioning	Front & Rear
Payload (lbs.)	2,600	Power Steering	Required
Engine Type (Cylinder/Liter)	8/5.4L	Seat Covering	Cloth
Horsepower (HP)	250	Floor Covering	Carpet
Alternative Fuel	E85 Flexible Fuel	Floor Mats	Front Only
Torque (ft.-lb.)	350	Radio	AM/FM
Cooling System	h.d.a.	Front Seat Type	Bucket
Automatic Transmission	Automatic	Rear Seat Type	Bench
Drive Axle	Rear	Power Antilock Brakes (Front and Rear)	Required
Differential Type/Ratio	Non-Locking/3.73	Restraint System (Driver and Passenger)	Required
Alternator (amps)	105	Supplemental Restraint System (Driver and Passenger)	Required
Battery (CCA)	600	Tires	All Season
Fuel Capacity (gals.)	31	Spare Tire	Full Size
Exterior Rear View Mirror	Dual	Mfg. Standard Warranty	3yr/36K Mile Min.
Tinted Glass	Required		
Windows	All Around		
Dimensions/Ratings		Optional Equipment	
Head Room (1 st /2 nd /3 rd /4 th /5 th)	40/38/40/39/37	Vinyl Seat Covering	
Leg Room (1 st /2 nd /3 rd /4 th /5 th)	40/34/37/38/36	Rear Step Bumper	
Hip Room (1 st /2 nd /3 rd /4 th /5 th)	65/66/64/59/62	Remote Keyless Entry	
Shoulder Room (1 st /2 nd /3 rd /4 th /5 th)	68/68/63/68/62	30-Day Tag	
Trunk/Luggage Area (cu. ft.)	230	Parts Manual	
		Shop Manual	

ATTACHMENT THIRTEEN-B
COST SUMMARY FORM

Van – Full Size, 15 Passenger – Flex Fuel
Item Number 6B

New, Model Year 2011 Automobiles and Passenger Vans for Ohio
 SR900111

UNSPSC CATEGORY CODE: 25101505

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

CONTRACTOR: _____ MFG: _____ MODEL: _____ MODEL NUMBER: _____

ITEM ID NO: 14735 BASE UNIT PRICE: _____

List any exceptions to the vehicle specifications:	
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DELIVERY CHARGE: \$ 0._____/round-trip mile/vehicle (Not to exceed \$0.60 per round-trip mile per vehicle)

If no Delivery Charge is provided by the Offeror, the State will assume that there will be no charge for delivery and evaluate the vehicle based upon that assumption.

MINIMUM DELIVERY CHARGE: \$_____/vehicle (Not to exceed \$50.00 per vehicle)

If no Minimum Delivery Charge is provided by the Offeror, the State will assume that there will be no minimum charge for delivery and evaluate the vehicle based upon that assumption.

CONTRACTOR'S ORDER NO.	OPTIONS	% WGT.	OPTION UNIT PRICE
	Vinyl Seat Covering	33	\$
	Rear Step Bumper	66	\$
	Remote Keyless Entry	33	\$
	30-Day Tag	33	\$
	Parts Manual (Offeror to specify Paper or Electronic)	33	\$
	Shop Manual (Offeror to specify Paper or Electronic)	33	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$
	Additional Option Package (Offeror to specify type:).	N/A	\$

UNSPECIFIED OPTION PRICE: _____% above manufacturer invoice (Not to exceed 3.00%)

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List standard paint colors:	
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