

# INVITATION TO BID

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

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <b>RS901316</b>	OPENING DATE (1:00 p.m.) <b>November 16, 2015</b>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. GDC104	BID NOTICE DATE 11/6/15	CONTRACTOR'S E-MAIL ADDRESS	

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

E-Mail  Fax

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

**PARTICIPATING AGENCY(IES):** ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.

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

**NEW, MODEL YEAR 2016 OR MANUFACTURER'S CURRENT PRODUCTION MODEL, SEVEN PASSENGER VAN**

**TERM OF CONTRACT:** This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning 11/25/15 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 09/30/16 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating agency.

**INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS**, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.

By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.

**INQUIRIES:** All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, <http://procure.ohio.gov/>. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.

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

## CERTIFICATION STATEMENTS

1. **DOMESTIC AND/OR OHIO PREFERENCE:** Bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. **Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment.** Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

**A. DOMESTIC PREFERENCE (BUY AMERICAN): [Not applicable to "[Excepted Products](#)"]**

- Where is each product/services being offered mined, raised, grown, produced or manufactured?  
 United States: \_\_\_\_\_(State)     Canada     Mexico    ([Go to B-1](#))  
 Other: (Specify Country)\_\_\_\_\_ ([Go to A-2](#))
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.  
 Yes ([Go to Section B-1](#))     No ([Go to Section A-3](#))
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.  
\_\_\_\_\_(Item)    \_\_\_\_\_(Country of Origin)  
\_\_\_\_\_(Item)    \_\_\_\_\_(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).



**B. OHIO PREFERENCE (BUY OHIO):**

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.  
 Yes ([Go to II.](#))     No ([Go to B-2](#))
- Bidder has significant economic presence within the state of Ohio.  
 Yes ([Answer a, b, c, d below](#))     No ([Go to B-3](#))
  - Bidder has paid the required taxes due the state of Ohio     Yes     No
  - Bidder is registered with the Ohio Secretary of State  
 Yes (Charter/Registration No.: \_\_\_\_\_)     No  
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:  
<http://www.sos.state.oh.us/>
  - Bidder has ten or more employees based in Ohio or border state.     Yes     No ([Go to B-2d](#))
  - Bidder has seventy-five percent or more employees based in Ohio or border state.  
 Yes     No ([Go to B-3](#))
- Border state bidder:  
 Yes (Specify which state then go to B-2c):  KY     MI     NY     PA     IN     No ([Go to B-4](#))
- Border state bidder: mined products mined in respective border state     Yes     No     Not Applicable

2. **E.D.G.E. DESIGNATION:** Is the bidder a certified E.D.G.E. business     Yes     No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:  
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

3. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT:** Contractor certifies that Contractor is a "business entity" as that term is defined in O.R.C. Section 145.037. See SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS, S-21. Independent Contractor Acknowledgement.

Bidder is defined as a business entity     Yes     No

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. RS901016.

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

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

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

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: evaluate the bid based on the total item cost which equals the estimated number of units multiplied by the unit bid price plus the option unit bid cost times the number of units to evaluate (for each option with a quantity) plus the appropriate delivery charge. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. If there is no "delivery charge per mile round trip map mileage rate" supplied or, the calculated value of the delivery charge is less than the minimum delivery charge, the minimum delivery charge will be used for evaluation purposes. The state reserves the right to reject the "per mile" delivery charge or the "minimum" delivery charge if it is determined to be excessive.

Example Calculation:

Total Item Cost = [(vehicle unit bid price) x (estimated number of units)] + [(option 1 unit bid cost) x (number of units to evaluate)] + [(option 2 unit bid cost) x (number of units to evaluate)] + [(delivery charge per mile round trip x 300) x estimated number of vehicles]

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

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

Bidders must indicate "Included", "Not Available", or a Price for each option specified. Failure to enter a cost for the options with a value in the units to evaluate field may deem your bid response as non-responsive and ineligible for an award for that item. If an option is not available as original factory equipment and is supplied as an aftermarket item, the Dealer Option/Order Code is to include an "AM" designation as a part of the code.

- A. REQUIRED OPTIONS: Bidders must provide a unit bid cost for options that are listed in the options table and include unit values in the "Units To Evaluate" column for that option. If the option is included in the base unit, the bidder is to enter "Included" in the space provided and the numerical value of \$0.00 will be used in the evaluation. Failure to enter "included" or a cost for all options with unit values may deem your bid non-responsive and ineligible for an award for that item.
- B. ADDITIONAL OPTION PACKAGES: Bidders may elect to supply pricing for popular or common option packages not included in the required option table. Additional option packages quoted will be made available to the ordering entities at the discretion of DAS, as part of the contract.
- C. UNSPECIFIED OPTION PRICE: Is the percentage above the manufacturer's invoice cost that is used to calculate unit cost for non-specified optional equipment required by an ordering entity.

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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

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

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

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

For same day or overnight deliveries:

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

All other deliveries may be sent to the following address:

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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

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

Use the following address for same day or overnight deliveries:

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

All other deliveries may be sent to the following address:

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

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

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

AUTOMOBILE LIABILITY INSURANCE:

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

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

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

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


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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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

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

PURCHASE ORDERS: Purchase Orders for item(s) listed in this contract will be placed directly with the contractor by the ordering agency. All purchases, made by state agencies only, will be placed using either the official state of Ohio Purchase Order or, by a purchase order issued by the State's third party financing administrator. The state will not be obligated to pay for purchases of any supplies or services, made by any other method. No order shall specify delivery to exceed thirty (30) days beyond the expiration, termination, or cancellation date of the contract. A Purchase Order will authorize the contractor to provide the required supplies or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering agency to pay for the supplies or services furnished by the contractor.

When applicable, purchase orders may be placed for delivery to the agency on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date are to be fulfilled by the contractor.

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

TITLE TO:	SHIP TO:	BILL TO:
AGENCY TAX NO. _____		
AGENCY _____	_____	_____
ADDRESS _____	_____	_____
CITY/STATE _____	_____	_____
COUNTY _____	CONTACT _____	TELEPHONE _____

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

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

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

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

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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

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

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

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

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

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Contract Analyst (GDC104).

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

INDEX NUMBER    CONTRACT NUMBER    CUSTOMER    ITEM NUMBER    # UNITS SOLD    \$ VALUE

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).

SPECIFICATIONSI. SCOPE AND CLASSIFICATION:

- A. Scope: - These specifications define the State's requirements for new, never titled, model year 2016 or manufacturer's current production model seven passenger van to be utilized by state agencies in the operation of state government. This includes political subdivisions that are members of the Department of Administrative Services, Office of Procurement Services Cooperative Purchasing Program.
- B. Vehicle shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed below, must not be removed from the vehicle. Manufacturer's disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.
- C. Classification: Due to the life cycle of vehicles, usage data will change from year to year. The State makes no representation or guarantee as to the actual number of vehicles that will be purchased by participating agencies.

The estimates listed below are based upon 2015 vehicle purchases and projections for 2016.

Item Number	Estimated # of Units	Classification:
3AA	35	VAN-COMPACT-7 PASSENGER-GASOLINE

NOTE: Political subdivision purchases are not included in the figures shown above. The evaluation is based upon these state usage figures. This contract will be available to political subdivisions in addition to the state usage projections above.

II. APPLICABLE DOCUMENTS:

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

SPECIFICATIONS (Cont'd)

III. REQUIREMENTS: In addition to the State of Ohio seven passenger van specifications the following items of factory-installed equipment shall be required as standard equipment on each vehicle listed in this bid, unless otherwise noted. Optional equipment required to be furnished on the units, is noted on the State's specifications. Options listed herein, are to be factory installed except for any item(s) not available from the factory.

A. REQUIRED STANDARD EQUIPMENT:

1. 12V power point.
2. Rust Proofing: Each vehicle listed in this bid shall have the manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be returned with the bid, certifying compliance to this requirement. NOTE: Failure to provide this warranty may result in disqualification of the bid.
3. Spare wheel and tire to be manufacturers standard for the model bid.
4. All vehicles to be delivered with fuel tank at least one-half (1/2) full.
5. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.
6. Key FOBS: Two sets of keys with FOBS enabling electronic keyless entry will be included with the delivery of the vehicle.
7. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refer to air bag systems.
8. 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).
9. Paint: The entire unit 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 items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will assume all colors are standard and no additional compensation will be made for any factory color ordered.
10. Additional Option Package: This has been included on the pricing pages for the bidder to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to assure that the entire content(s) of the Option Package is made available to the ordering entity and is what the ordering entity is requesting to be included with their purchase.

IV. DELIVERY:

- A. Upon receipt of an order from an ordering agency, the contractor will confirm receipt of the agency's order by either fax or electronic means. Contractors are required to enter orders with the factory within two (2) days after receipt of purchase order. The contractor is to provide confirmation of the factory orders to the ordering agency by either fax or electronic means. The confirmation document shall confirm the contractor's order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the agency's order with the contractor's order number entered thereon. Delivery to the ordering agency is to be accomplished within seven (7) days after the contractor receives and services ordered items (refer to paragraph IV. D, page 10).

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

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

SPECIFICATIONS (Cont'd)

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

D. DELAYED DELIVERY:

1. Certain agencies may require delayed delivery on various items within this contract. For any vehicle order that requests delayed delivery, the storage charges per day shall commence seven (7) calendar days after agency contact person notification that vehicle(s) so ordered are serviced and ready for delivery. The rate of such charges shall not exceed 12% annual rate.
2. If ordering entities elect to take delivery at the contractor's place of business; pickup must be within seven (7) calendar days after notification that the vehicle is serviced and ready for pickup. If the vehicle is not picked up within the seven (7) calendar days after notification, the ordering entity is subject to a storage charge. The charge shall not exceed 12% annual rate for delayed pickup.

E. DELIVERY INSTRUCTIONS:

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

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

1. The contractor is required to notify the Office of Procurement Services when build out dates are released by the manufacturer. A Build Out Schedule is listed in the contract to assist entities in planning vehicle purchases. If an order is accepted by the contractor after the build out date and price protection for the new model year has not been established, the normal delivery timeline for delivery is required.
2. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date. Agencies will be notified of these dates, but are urged to submit their orders as quickly as possible after receipt of the contract.
3. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the contract price.
4. Any order received by the contractor after the build-out date will be subject to availability. The contractor reserves the right to accept or reject these orders. The contractor will be required to notify the ordering agency, within five (5) working days, after the purchase order has been received by the contractor, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price.

V. NOTES:

- A. WARRANTY: Unless ordered with extended warranty, manufacturer's standard warranty shall apply - Copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.
- B. Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with State of Ohio requirements (See "Contract Terms & Conditions"). Any extra accessories delivered on vehicles cannot and will not be paid for.
- C. Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.
- D. ADDITIONAL OPTIONS: Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid.
- E. DIFFERENTIAL TYPE/RATIO: For the purposes of this bid the terms limited slip, anti-spin, automatic locking, rear locking, TRAC-LOC, etc. are to have the same meaning. The bidder is to state the standard rear axle ratio being provided and is to quote any additional ratio that may be available when preparing their bid.

## SPECIFICATIONS (Cont'd)

## Van-Compact-7 Passenger-Gasoline

### Item Number 3AA

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

Line No.	Standard Specification Items	Minimum Requirements	Y/N	EXCEPTIONS:
<b>Powertrain</b>				
1.	Engine Type (Liter/ Cylinder)	2.5L, I4		
2.	Horsepower (Net HP)	160		
3.	Transmission	Automatic		
4.	Locking Differential	Manufacturer Standard		
5.	Alternator (amps)	Manufacturer Standard		
6.	Battery (CCA)	Manufacturer Standard		
7.	Cooling System	Heaviest Duty Available		
8.	Alternative Fuel (Type)	Specify		
<b>Exterior</b>				
9.	Body Side Moldings	Manufacturer Standard		
10.	Rear Door Type	Lift Up		
11.	Side Door Type	Slider		
12.	Dark Tint Windows All Around	Required		
13.	Tires	All Season		
14.	Spare Tires	Compact		
<b>Safety</b>				
15.	Restraint System (Driver & Passenger)	Required		
16.	Supplement Restraint System (Driver & Passenger)	Required		
17.	Power Antilock Brakes (Front and Rear)	Required		
<b>Seating</b>				
18.	Seating Capacity	7		
19.	Front Seat Type	Bucket		
20.	Seat Covering	Cloth		
21.	Floor Covering	Carpet		
<b>Dimensions</b>				
22.	Wheelbase (in.)	120		
23.	Fuel Capacity (Gal.)	15		
24.	Base Curb Weight (lbs.)	3,900		
25.	Headroom (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> Row) (in.)	39/39/37		
26.	Leg Room (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> Row) (in.)	40/36/32		
27.	Hip Room (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> Row) (in.)	54/58/46		

## SPECIFICATIONS (Cont'd)

## Van-Compact-7 Passenger-Gasoline

Item Number 3AA

Line No.	Standard Specification Items	Minimum Requirements	Y/N	EXCEPTIONS:
<b>Dimensions</b>				
28.	Shoulder Room (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> Row) (in.)	57/58/56		
29.	Passenger Volume (cu. ft.)	163		
<b>Accessories:</b>				
30.	Air Conditioning	Front and Rear		
31.	Tilt Wheel & Cruise Control	Required		
32.	Power Windows & Door Locks	Required		
33.	Keyed Door Locks	Required		
34.	2 Set of Keys with FOB Enabling Electronic Keyless Entry	Required		
35.	Intermittent Windshield Wipers	Required		
36.	Rear Window Wiper	Required		
37.	Rear Window Defroster	Required		
38.	Floor Mats	Front/Rear		
39.	Radio	Standard AM/FM		
40.	Exterior Rear View Mirror	Dual		
41.	Trunk/Cargo Light	Automatic		
<b>Warranty:</b>				
42.	Rust Proofing	Min. Factory Warranty		
43.	Manufacturer Standard	Min. 3 yr./36,000 Mile		
<b>Optional Equipment Items:</b>				
44.	45-Day Tags			
45.	Parts Manual(s)			
46.	Service Manual(s)			
47.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry			
48.	Seat Belt Extender			
49.	Vinyl Floor Covering			
50.	Vinyl Seat Covering			

PRICE SCHEDULE

YOUR BID:

ITEM #3AA – VAN – COMPACT – 7 PASSENGER - GASOLINE

DELIVERY: _____ DAYS A.R.O. (SEE IV.A.)	INDICATE CITY/STATE OF MANUFACTURER:		
CONTRACTOR:	MFG:	MODEL:	MODEL NUMBER:
ITEM ID NO.: TBD	ESTIMATED # OF UNITS: 35	UNIT PRICE: \$	

Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor: \$0.\_\_\_\_\_. The round trip map mileage figure will be multiplied by an estimated figure of 300 miles and added to the base cost of the vehicle for bid evaluation purposes only. If there is no delivery charge per mile, round trip map mileage rate supplied or the calculated value of the delivery charge is less than the minimum delivery charge; the minimum delivery charge will be used for evaluation purposes. The state reserves the right to reject the per mile delivery charge or the minimum delivery charge if it is determined to be excessive.

Minimum Delivery Charge: \_\_\_\_\_

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNITS TO EVALUATE	UNIT COST
TBD		45-Day Tags	0	\$
TBD		Parts Manual (Bidder to Specify Paper or Electronic)	0	\$
TBD		Service Manual (Bidder to Specify Paper or Electronic)	0	\$
TBD		Additional Set of Keys with FOB Enabling Electronic Keyless Entry	15	\$
TBD		Seat Belt Extender (1 Unit)	15	\$
TBD		Vinyl Floor Covering	5	\$
TBD		Vinyl Seat Covering	5	\$
TBD		Additional Option Package (Bidder to Specify):	0	\$
TBD		Additional Option Package (Bidder to Specify):	0	\$
TBD		Additional Option Package (Bidder to Specify):	0	\$

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

Any option not specified in the options table on the pricing pages will be made available to the ordering entities, following Contract award and DAS approval, at the Unspecified Option Price. If no Unspecified Option Price is provided by the Bidder, 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 Bidder, will not be used in the vehicle evaluation.

List standard paint colors: \_\_\_\_\_

Contains recycled materials – Y/N: \_\_\_\_\_ if Yes \_\_\_\_\_%. (Will not be part of the evaluation)