

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 RS900717	OPENING DATE (1:00 p.m.) August 15, 2016	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. GDC041	BID NOTICE DATE July 25, 2016	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%,10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: NEW MODEL YEAR 2016 OR NEWER CAB & CHASSIS, CONVENTIONAL CAB WITH 24 FT. VAN BODY, 26,000 & 16,500 GVWR TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>09/01/16</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>08/30/17</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating agency.			
<u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u> , 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

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

SPECIAL CONTRACT TERMS AND CONDITIONS

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

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 five (5) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the State of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will evaluate the Bid based on the unit price of the Cab & Chassis, all specified equipment, fully operational and adjusted to factory specifications, plus appropriate delivery charge. If there is no "delivery charge per mile round trip map mileage rate" supplied, or the calculated value of the delivery charge is less than the minimum delivery charge, the minimum delivery charge will be used for evaluation purposes. The state reserves the right to reject the "per mile" delivery charge or the "minimum" delivery charge if it is determined to be excessive.

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

Example Calculation:

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

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by vehicle line item. Additional Options of the low bidder will be evaluated by DAS and may be selected for award

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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

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

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

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

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

For same day or overnight deliveries:

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

All other deliveries may be sent to the following address:

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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

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

Use the following address for same day or overnight deliveries:

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

All other deliveries may be sent to the following address:

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

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

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

AUTOMOBILE LIABILITY INSURANCE:

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

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

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

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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

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

DEALER LICENSE: In reference to ORC [4517.12](#), DAS may ask for proof of a 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 (GDC041).

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).

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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 trucks 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 2016 vehicle purchases and projections for 2017.

Item Number	Estimated # of Units	Classification:
TBD	2	NEW MODEL YEAR 2016 OR NEWER CAB & CHASSIS, CONVENTIONAL CAB WITH 24 FT. VAN BODY, 26,000 GVWR
TBD	2	NEW MODEL YEAR 2016 OR NEWER CAB & CHASSIS, CONVENTIONAL CAB WITH 14 FT. VAN BODY, 16,500 GVWR

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 trucks and specifications

III. DELIVERY:

- A. Upon receipt of an order from an ordering agency, the contractor will confirm receipt of the agency's order by either fax or electronic means. Contractors are required to enter orders with the factory within two (2) days after receipt of purchase order. The contractor is to provide confirmation of the factory orders to the ordering agency by either fax or electronic means. The confirmation document shall confirm the contractor's order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the agency's order with the contractor's order number entered thereon. Delivery to the ordering agency is to be accomplished within seven (7) days after the contractor receives and services ordered items (refer to paragraph III. D, page 9).

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

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

C. PERFORMANCE AGREEMENT:

1. The State declares that time is of the essence and the delivery of the vehicle(s) ordered by the projected delivery date is crucial to the ordering agency. The State realizes that there are circumstances beyond the control of the contractor that cause delay in delivery. In the event the contractor is unable to meet the projected delivery date referenced above due to circumstances beyond his control, the contractor must contact the ordering agency and inform the agency why there is a delay, setting forth therein the reasons for the delay and there will be an extension to the delivery date. The contractor's plea that insufficient time as specified is not a valid reason for an extension of time. If accord cannot be obtained, a written request by the agency must be made to the Office of Procurement Services, or if a cooperative purchasing order, to the Office of Cooperative Purchasing for review.
2. If the contractor fails to meet the original and/or any revised delivery date, the contractor agrees to pay to the ordering agency liquidated damages according to the following schedule:
 - a. If deliveries are not completed within ten (10) calendar days of the original and/or agreed upon revised scheduled delivery date, the ordering agency may assess \$10.00 per vehicle per day for late delivery starting on calendar day eleven (11) beyond the original and/or agreed upon revised scheduled delivery date.
 - b. Liquidated damages will be deducted from the final invoice submitted by the contractor after delivery and acceptance has occurred.
3. The manufacturer has, upon occasion oversold their productive capability and could not deliver all of the contractor's orders that had been properly entered and acknowledged. When this occurs, the contractor cannot deliver for reasons beyond his control and cannot be held responsible. Usually the manufacturer will complete deliveries with the new model year vehicle at the contractor's bid price.

D. DELAYED DELIVERY:

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

E. DELIVERY INSTRUCTIONS:

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

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

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

IV. NOTES:

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

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SPECIFICATIONS (CONT'D)**NEW, 2016 OR NEWER, CAB & CHASSIS, CONVENTIONAL CAB WITH VAN BODY – GAS TRUCK**

SPECIFICATION SHEET: Shown below are the specifications requirements for equipment that the State of Ohio desires to purchase. Bidder signifies compliance or non-compliance with the specifications by indicating “YES” or “NO” in the 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 “EXCEPTIONS” 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.

APPLICATION: These specifications describe the minimum requirements for a model year 2016 or newer Cab & Chassis with a conventional cab and van body. The Cab & Chassis with Van Body will operate primarily to transport furniture, food carts, etc. within the State or locally.

ITEM #1 – CAB & CHASSIS, 26,000 LB. GVWR, CONVENTIONAL CAB WITH 24 FT. VAN BODY

Line No.	Standard Specification Items	Minimum Requirements	Y/N	EXCEPTIONS:
	Powertrain:			
1.	Engine	Gas 320 HP @ 3900 RPM		
2.	Automatic Transmission	Automatic, 5th generation controls; closed ratio, 6 speed, with double overdrive; on/off highway, included park pawl, with PTO provision, less retarder, with 26,000 lb. GVW & GCW		
3.	Torque	460 ft. – lbs. Torque @ 3000 RPM		
4.	PTO Provision	Required		
5.	Drivetrain	4 x 2		
	Engine Equipment:			
6.	Cooling System	Radiator		
7.	Coolant	- 40 ° F		
8.	Air Flow Restriction Gauge	Dash mounted		
9.	Battery Box	Located under the cab		
10.	Circuit Breakers	In lieu of fuses, mechanical reset		
11.	Emissions:	Must meet all federal emissions standards in effect at the time of delivery		
12.	Exhaust	Located under the cab		
13.	Alternator	100 Amp minimum		
14.	Battery	(2) 1000, 2000 CCA, 12 V		
	Chassis Equipment:			
15.	Wheelbase (in.)	254		
16.	Cab to Axle (CA) (in.)	186		
17.	GVWR (lbs.)	26,000 lbs. maximum, must be non-CDL requirement		
18.	GCWR (lbs.)	Vendor to specify		
19.	Front Axle (FA) (lbs.)	10,000		
20.	Front Springs	Taper Leaf		
21.	Front Spring Capacity (lbs.)	10,000, minimum		
22.	Front Shock Absorbers	Required		

SPECIFICATIONS (CONT'D)

Line No.	Standard Specification Items	Minimum Requirements	Y/N	EXCEPTIONS:
	Chassis Equipment (Cont'd):			
23.	Rear Axle (RA) (lbs.)	19,000, single speed		
24.	Rear Axle Ratio	Rear axle ratio shall provide a minimum start ability of 25% at maximum GVWR. Speed must be electronically governed to the mechanically governed speed rating. A variety of available rear axle ratios shall be provided with the bid, the value will be specified at time of order. A performance chart must be provided to show grade ability, road speed, wheel horse power, and RPM in each gear for each rear axle ratio.		
25.	Rear Suspension	Ride Optimized Suspension 20,000 lb. capacity, 9.25" Ride Height, with shock absorbers		
26.	Rear Spring Capacity (lbs.)	20,000		
27.	Fuel Tank	70 gallon, minimum		
28.	Front Wheels	Steel wheels, 10 hole disc type, painted white		
29.	Rear Wheels	Steel wheels, 10 hole disc type, painted white		
30.	Brakes	Hydraulic, with ABS		
31.	Parking Brake	Spring actuated		
32.	Front Tires (Must Exceed FA Cap.)	Tubeless, H, D, radials, all season traction thread		
33.	Rear Tires (Must Exceed RA Cap.)	Tubeless, H, D, radials, all season traction thread		
34.	Spare Tire	Tire and carrier required		
	Exterior:			
35.	Front Bumper	Steel, Full width		
36.	LED Lighting	Where available		
37.	Doors	2		
38.	Grab Handle	One on each side of cab		
39.	Mirrors	1 convex look down, right side, 6"x 10 1/4" Left and Right, Rectangular integral convex both sides heated, power both sides		
40.	Exhaust	Horizontal muffler and exhaust. Exhaust to point towards side of truck		
41.	Hood	Front Tilting with assist		
	Cab:			
42.	Paint	Single color cab, clear coat. BIDDER TO SPECIFY STANDARD PAINT COLORS OFFERED		
43.	Seating Capacity	3 person		
44.	Driver Seat	High-back with integral headrest, adjustable, air ride		
45.	Passenger Seat	High-back, 2 person, fixed, bench, integrated headrest both positions		
46.	Arm Rests	Required, dual		
47.	Seat Covering	Cloth		
48.	Floor Covering	Rubber		
49.	Sun Visor (Interior)	Required		
50.	Restraint System	Driver and Passenger		
51.	Radio	AM/FM with CD Player		
52.	Air Conditioning	Factory Installed		
53.	Throttle	Electronic		
54.	Cruise Control	Required		
55.	Steering Wheel	Adjustable Tilt		

SPECIFICATIONS (CONT'D)

Line No.	Standard Specification Items	Minimum Requirements	Y/N	EXCEPTIONS:
Cab (Cont'd):				
56.	Turn Signal System	Self-Cancelling		
57.	Intermittent Windshield Wipers	2 Speed electric with intermittent and washer feature		
58.	Horn	Dual Electric		
59.	Vocational Switches	2 Dash Mounted		
60.	Power Windows and Door Locks	Required		
61.	Power Point	12 Volt Round		
62.	Gauge Cluster	Oil pressure, air pressure, engine coolant temperature, ammeter, hour meter, and tachometer		
63.	Back Up Alarm	Required		
64.	Dome light	Required		
65.	Tinted Glass	Required, must allow 70% light transmission		
66.	Battery Shut-off Switch	Required		
Cargo Box:				
67.	Internal Box Length (ft.)	24'		
68.	Internal Box Height (in.)	102, minimum, inside dimension		
69.	Internal Box Width (in.)	96, minimum, inside dimension		
70.	Rear Door	Roll-up type, constructed of plywood covered with aluminum		
71.	Rear Door Opening (in.)	90" wide x 102" high, minimum		
72.	Grab Handle	One each side at the rear of the body positioned above the tail lights.		
73.	Rear Bumper	11" tail extension, flush with van body floor, steel		
74.	Steps	Side access steps mounted to side of bumper, step height 24" and 38" from ground		
75.	Interior walls and nose covering	To be covered with 3/8" thick, minimum, plywood to a height of 60". 3 wooden slats are to be evenly spaced between the top of the plywood and the ceiling		
76.	Scuff Plate	A 12" steel scuff plate is to be installed, over the plywood, at the base of the walls and nose		
77.	E Track	Two rows to be installed, horizontally, on each side wall at 30" and 60" above the floor and shall include four shoring beams of heavy duty aluminum with a horizontal rating of 2,500 lbs. each		
78.	D Rings	Sixteen (16) D Rings evenly spaced on floor, eight (8) per side along walls. Stainless steel, flush mount, 6,000 lb. capacity		
79.	Flooring	1-1/8" thick, minimum, laminated hardwood, floor is to be flat		
80.	Dome Light	2 Dome lights, minimum		
81.	Mud Flaps	Behind rear wheels with anti-sail bracket, plain, no advertisement		
82.	Undercoat	Under structure of body to be undercoated		
83.	Van Body Color	White exterior		
Lift Gate:				
84.	Type	Electric/Hydraulic Lift Gate, Conventional, tuckunder		
85.	Load Capacity	3,000 lbs.		

SPECIFICATIONS (CONT'D)

Line No.	Standard Specification Items	Minimum Requirements	Y/N	EXCEPTIONS:
	Lift Gate (Cont'd):			
86.	Steel Platform	To be a minimum of 50" deep X 80" wide, Wedge Type.		
87.	Switch	Push button or toggle switch controls inside of van body to raise and lower platform. Additional outside switch mounted facing outside or inside so that it is protected from the elements		
88.	Safety Power cut-off switch	To be located inside cab of truck		
89.	Lift Gate Painted	Black		
	Optional Equipment Items:	Provide Pricing		
90.	Parts Manual(s) & Service Manual(s)	See page 18		
91.	45-Day Tag	See page 18		
92.	Additional Set of Keys	See page 18		
	Dimensions/Capacities:			
93.	Base Curb Weight (lbs.)	Vendor to Specify		
94.	Total Truck Available Capacity (lbs.)	Vendor to Specify		
95.	Payload Capacity (lbs.) estimated	Vendor to Specify		
	Warranty:			
96.	Mft. Standard Warranty (Min.)	Vendor to Specify		

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SPECIFICATIONS (CONT'D)ITEM #2 – CAB & CHASSIS, 16,500 LB. GVWR, DRW, 2WD, REGULAR CAB WITH 14 FT. VAN BODY

Line No.	Standard Specification Items	Minimum Requirements	Y/N	EXCEPTIONS:
Powertrain				
1.	Engine Type (Liter/Cylinder)	6.4L, V8		
2.	Horsepower (Net HP)	362		
3.	Transmission	Automatic		
4.	Limited Slip Differential	4.1 Axle Ratio		
5.	Alternator (amps)	Manufacturer Standard		
6.	Battery (CCA)	Manufacturer Standard		
7.	Cooling System	Heaviest Duty Available		
8.	Drivetrain	2WD		
Exterior				
9.	Body Side Moldings	Manufacturer Standard		
10.	Tires	All Season		
11.	Spare Tires	Full		
Safety				
12.	Restraint System (Driver & Passenger)	Required		
13.	Supplement Restraint System (Driver & Passenger)	Required		
14.	Power Antilock Brakes (Front and Rear)	Required		
Seating				
15.	Seating Capacity	3		
16.	Front Seat Type	Split Bench		
17.	Seat Covering	Vinyl		
18.	Floor Covering	Vinyl		
Dimensions				
19.	Wheelbase (in.)	148		
20.	Cab to Axle (CA) (in.)	108		
21.	Fuel Tank	40 gallon		
22.	Headroom (Front) (in.)	40		
23.	Leg Room (Front) (in.)	41		
24.	Hip Room (Front) (in.)	67		
25.	Shoulder Room (Front) (in.)	68		
26.	Payload (lbs.)	9,500		
27.	Gross Vehicle Weight Rating (GVWR)(lbs.)	16,500		
Accessories				
28.	Air Conditioning	Required		
29.	Tilt Wheel & Cruise Control	Required		
30.	Power Windows & Door Locks	Required		
31.	Keyed Door Locks	Required		

SPECIFICATIONS (CONT'D)

Line No.	Standard Specification Items	Minimum Requirements		Y/N	EXCEPTIONS:
32.	2 Set of Keys with FOB Enabling Electronic Keyless Entry	Required			
33.	Intermittent Windshield Wipers	Required			
34.	Radio	Standard AM/FM			
35.	Exterior Rear View Mirror	Dual			
36.	Cargo Dome Light	Automatic			
	Cargo Box:				
37.	Internal Box Length (ft.)	14'			
38.	Internal Box Height (in.)	90, minimum, inside dimension			
39.	Internal Box Width (in.)	92, minimum, inside dimension			
40.	Rear Door	Roll-up type, constructed of plywood covered with aluminum			
41.	Rear Door Opening (in.)	86" wide x 83" high, minimum			
42.	Grab Handle	One each side at the rear of the body positioned above the tail lights.			
43.	Rear Bumper	11" tail extension, flush with van body floor, steel			
44.	Steps	Side access steps mounted to side of bumper, step height 24" and 38" from ground			
45.	Interior walls and nose covering	To be covered with 3/8" thick, minimum, plywood to a height of 60". 3 wooden slats are to be evenly spaced between the top of the plywood and the ceiling			
46.	Scuff Plate	A 12" steel scuff plate is to be installed, over the plywood, at the base of the walls and nose			
47.	E Track	Two rows to be installed, horizontally, on each side wall at 30" and 60" above the floor and shall include four shoring beams of heavy duty aluminum with a horizontal rating of 2,500 lbs. each			
48.	D Rings	Sixteen (16) D Rings evenly spaced on floor, eight (8) per side along walls. Stainless steel, flush mount, 6,000 lb. capacity			
49.	Flooring	1-1/8" thick, minimum, laminated hardwood, floor is to be flat			
50.	Dome Light	2 Dome lights, minimum			
51.	Mud Flaps	Behind rear wheels with anti-sail bracket, plain, no advertisement			
52.	Undercoat	Under structure of body to be undercoated			
53.	Van Body Color	White exterior			
	Lift Gate (Cont'd):				
54.	Type	Electric/Hydraulic Lift Gate, Conventional, tuckunder gate			
55.	Load Capacity	1,600 lbs.			
56.	Steel Platform	To be a minimum of 50" deep X 80" wide, Wedge Type.			
57.	Switch	Push button or toggle switch controls inside of van body to raise and lower platform. Additional outside switch mounted facing outside or inside so that it is protected from the elements			
58.	Safety Power cut-off switch	To be located inside cab of truck			
59.	Lift Gate Painted	Black			

SPECIFICATIONS (CONT'D)

	Optional Equipment Items:	Provide Pricing		
60.	Parts Manual(s) & Service Manual(s)	See page 20		
61.	45-Day Tag	See page 20		
62.	Additional Set of Keys	See page 20		
	Dimensions/Capacities:			
63.	Base Curb Weight (lbs.)	Vendor to Specify		
64.	Total Truck Available Capacity (lbs.)	Vendor to Specify		
65.	Payload Capacity (lbs.) estimated	Vendor to Specify		
	Warranty:			
	Mft. Standard Warranty (Min.)	Vendor to Specify		

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PRICE SCHEDULE:

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

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

ITEM #1 – CAB & CHASSIS, 26,000 LB. GVWR, CONVENTIONAL CAB WITH 24 FT. VAN BODY

ITEM #1	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
TBD	2	EA	NEW, MODEL YEAR 2016 OR NEWER CAB & CHASSIS, 26,000 LB. GVWR, CONVENTIONAL CAB WITH 24 FT. VAN BODY	\$	\$

CAB AND CHASSIS OPTIONS

CONTRACTOR ORDER NO.	OPTIONS	UNIT COST
	45-Day Tag	\$
	Parts Manual	\$
	Service Manual	\$
	Additional Set of Keys	\$

ADDITIONAL OPTIONS

CONTRACTOR ORDER NO.	OPTIONS	UNIT COST
	Additional Option Package Bidder to specify type:	\$
	Additional Option Package Bidder to specify type:	\$
	Additional Option Package Bidder to specify type:	\$

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PRICE SCHEDULE: (CON'TD)

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

CHASSIS INFORMATION:

	<u>ITEM #1</u> NEW, MODEL YEAR 2016 OR NEWER CAB & CHASSIS, 26,000 LB. GVWR, CONVENTIONAL CAB WITH 24 FT. VAN BODY
Manufacturer Cab/Chassis	
Model No. & Year Cab/Chassis	
Manufacturer of Tires	

DELIVERY _____ DAYS A.R.O.

DELIVERY CHARGE:

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 #2 – CAB & CHASSIS, 16,500 LB. GVWR, DRW, 2WD, REGULAR CAB WITH 14 FT. VAN BODY

ITEM #2	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
TBD	2	EA	NEW, MODEL YEAR 2016 OR NEWER CAB & CHASSIS, 16,500 LB. GVWR, DRW, 2WD, REGULAR CAB WITH 14 FT. VAN BODY	\$	\$

CAB AND CHASSIS OPTIONS

CONTRACTOR ORDER NO.	OPTIONS	UNIT COST
	45-Day Tag	\$
	Parts Manual	\$
	Service Manual	\$
	Additional Set of Keys	\$

PRICE SCHEDULE: (CON'TD)

ADDITIONAL OPTIONS

CONTRACTOR ORDER NO.	OPTIONS	UNIT COST
	Additional Option Package Bidder to specify type:	\$
	Additional Option Package Bidder to specify type:	\$
	Additional Option Package Bidder to specify type:	\$

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

CHASSIS INFORMATION:

	<u>ITEM #2</u> NEW, MODEL YEAR 2016 OR NEWER CAB & CHASSIS, 16,500 LB. GVWR, DRW, 2WD, REGULAR CAB WITH 14 FT. VAN BODY
Manufacturer Cab/Chassis	
Model No. & Year Cab/Chassis	
Manufacturer of Tires	

DELIVERY _____ DAYS A.R.O.

DELIVERY CHARGE:

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:_____