

REQUEST FOR QUOTATION
11-166

DATE ISSUED: September 3, 2010

The state of Ohio, through the Ohio Department of Public Safety Administration Division is requesting a quotation for:

**2011 CHEVROLET SUBURBAN MODEL 2500, OR GMC YUKON XL,
THREE-QUARTER (¾) TON, FOUR (4) WHEEL DRIVE, FOUR (4) DOOR
SPORT UTILITY VEHICLE (SUV)**

YOU ARE INVITED TO SUBMIT A QUOTATION FOR THE PRODUCT DESCRIBED IN THIS DOCUMENT. SIGNED QUOTATION MUST ARRIVE BY 3:00 P.M. September 21, 2010, TO:

MARK A. CONTOSTA, CPPO, CPPB
CHIEF, PURCHASING
OHIO DEPARTMENT OF PUBLIC SAFETY
1970 W. BROAD ST., 5TH FLOOR
P.O. BOX 182081
COLUMBUS, OH 43218-2081

FAX QUOTATION TO:

MARK A. CONTOSTA, CPPO, CPPB
CHIEF, PURCHASING
OHIO DEPARTMENT OF PUBLIC SAFETY
614-752-7823 (fax)
614-752-4225

FAXED QUOTATION TO BE FOLLOWED BY ORIGINAL NO LATER THAN September 27, 2010
TO:

MARK A. CONTOSTA, CPPO, CPPB
CHIEF, PURCHASING
OHIO DEPARTMENT OF PUBLIC SAFETY
1970 W. BROAD ST., 5TH FLOOR
P.O. BOX 182081
COLUMBUS, OH 43218-2081

1 General Overview

1.1 Purpose:

The Ohio Department of Public Safety (ODPS) and the Ohio Homeland Security (OHS) is soliciting quotations for a 2011 Chevrolet Suburban, LT 2500 or GMC Yukon XL, three-quarter ($\frac{3}{4}$) ton, four (4) wheel drive, four (4) door Sport Utility Vehicle (SUV). This Request for Quotation (RFQ) will be **Brand Specific** to this Chevrolet Suburban LT 2500 or GMC Yukon XL. Offerors submitting alternative vehicles may be deemed not responsive and removed from further consideration.

The vehicle will be modified to an Instant Response/Mobile Command Vehicle (IR/MCV) by Odyssey Automotive Specialty, Inc. The conversion will provide a special purpose vehicle platform for command and control when a complex or special event takes place. This vehicle will allow the transport of Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Terrorism Response equipment and personnel to the incident site. The vehicle will provide transport in all weather conditions and provide for the payload and specialized functional transportation of existing and future CBRNE and terrorism response equipment. The vehicle will also be used to assist in the coordination of multi-agency events as well as provide towing for a Northern Border Initiative (NBI) boat to special events or incidents.

If a suitable offer is made in response to this RFQ, the state of Ohio ("State") may enter into a contract (the "Contract") to have the selected Offeror (the "Contractor") perform the Work (described in the General Overview and Scope of Work). This RFQ provides details on what is required to submit a quotation for the Work, how the State will evaluate the quotations, and what will be required of the Contractor in performing the Work.

Once awarded, the term of the contract will be from the issuance of a Purchase Order through delivery and acceptance of the vehicle at Odyssey Automotive Specialty, Inc. or June 30, 2011 whichever comes first.

This RFQ also provides the estimated dates for the various events in the submission process, selection process, and performance of the work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand. Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the work phase may result in the State refusing to consider the quotation of the Offeror.

1.2 Background:

This vehicle will provide enhanced capabilities in response to critical incidents within the Northern Border Initiative (NBI) Area of Operations and/or within the state of Ohio on request of another agency; the ability to have secure conversations and communications with command staff during an event or incident; the enhanced safety level to Ohioans is a result of this vehicle's capabilities and availability in the Lake Erie region.

1.3 Certificate of Title:

The title shall be filled by the Contractor, made out to the City of Port Clinton, Police Department and delivered to the Port Clinton Clerk of Courts within fifteen (15) days after delivery of the vehicle.

1.4 Advertisement:

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

2 Specifications

2.1 Scope:

One (1) 2011 Chevrolet Suburban LT 2500 or GMC Yukon XL, with three-quarter ($\frac{3}{4}$) ton, four (4) wheel drive, four (4) door SUV with standard equipment and options per the following:

- 2.1.1 L96 - Vortec 6.0L V8 engine with Active Fuel Management Technology, Horsepower 352 @ 5400 RPM.
- 2.1.2 Torque 382 @ 4200 RPM.
- 2.1.3 Displacement (cc) 5967.
- 2.1.4 Bore x Stroke (Inches) - 4.00 x 3.62.

- 2.1.5 MYD - 6-speed automatic Transmission, Heavy Duty, Electronically Controlled with Overdrive and Tow/Haul Mode.
- 2.1.6 Autotrac transfer case.
- 2.1.7 G80 - Heavy Duty Automatic Locking Rear Differential.
- 2.1.8 Stabilitrak Electronic Stability Control with Traction Control.
- 2.1.9 Integrated trailer brake controller.
- 2.1.10 Length (Inches) - 222.4.
- 2.1.11 Width (Inches) - 79.1.
- 2.1.12 Height (Inches) - 76.8.
- 2.1.13 Ground Clearance (Inches) - 9.1.
- 2.1.14 Front Head Room (Inches) - 41.1.
- 2.1.15 Front Leg Room (Inches) - 41.3.
- 2.1.16 Rear Leg Room (Inches) - 39.5.
- 2.1.17 Front Shoulder Room (Inches) - 65.3.
- 2.1.18 Rear Shoulder Room (Inches) - 65.2.
- 2.1.19 Front Hip Room (Inches) - 64.4.
- 2.1.20 REAR Hip Room (Inches) - 61.8.
- 2.1.21 Standard Payload (lbs) - 2162.
- 2.1.22 Maximum Payload (lbs) - 2162.
- 2.1.23 Standard Towing (lbs) - 9300.
- 2.1.24 Maximum Towing (lbs) - 9300.
- 2.1.25 Maximum GVWR (lbs) - 8600.
- 2.1.26 Remote Ignition, included in PDD Convenience Package.
- 2.1.27 Daytime Running Lights with Automatic Exterior Lamp Control
- 2.1.28 UUI - Audio System AM/FM Stereo with CD Player and MP3 Playback..
- 2.1.29 U2J - XM Radio, Delete.
- 2.1.30 Seats, Second Row, Delete.
- 2.1.31 Seats, Third Row, Delete
- 2.1.32 UE0 - ONSTAR, Delete.
- 2.1.33 Finish Paint to be Black.
- 2.1.34 Upholstery to be Gray
- 2.1.35 All steel construction with five (5) year rust through warranty.
- 2.1.36 Lighting package to comply with FMVSS 108.
- 2.1.37 Heavy Duty Trailer Tow Package including trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and (VR4) 2inch trailering receiver.

Options

- 2.1.38. DPN - Manual – Extending Outside Rearview Mirrors, Left and Right.
- 2.1.39 PDD - Convenience Group.

2.1.40 VYU - Snow Prep Group including KW1 160 AMPS Alternator and Heavy duty suspension.

2.1.41 NZZ - Skid Plate Package.

2.1.42 VK3 - License Plate Bracket, Front.

2.2 Delivery and Acceptance:

NOTE: Delivery is to be ninety (90) days After Receipt of the Purchase Order (ARO) to the address shown below.

Upon receipt of an order from the ODPS, Contractors are expected to enter orders with the factory within two (2) days after of receipt of purchase order. The Contractor will confirm receipt of the ODPS order and projected shipping date to the ODPS within two (2) working days, by either FAX or electronic means. The confirmation document shall confirm the Contractor's order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the ODPS order with the Contractor's order number entered thereon.

The vehicle is to be shipped from the manufacturer to Odyssey Automotive Specialty, Inc., 317 Richard Mine Road, Wharton, NJ 07885, Telephone Number 973-328-2667, 800-535-9441, FAX 973-328-2639, Internet www.odysseyauto.com.

Odyssey Automotive Specialty has a General Motors drop ship code BAC-143785.

2.3 Performance Agreement:

2.3.1 The ODPS 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 ODPS 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 their control, the Contractor must contact the ODPS and setting forth therein the reasons for the delay, and, if approved by the ODPS in advance, 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.

2.3.2 If the Contractor fails to meet the original and/or any revised delivery date, the Contractor agrees to pay to the ODPS liquidated damages according to the following schedule:

2.3.2.1 Delivery completed within ten (10) calendar days beyond the original and/or revised scheduled date \$10.00 per vehicle per day beyond the scheduled delivery date.

2.3.2.2 Liquidated damages will be deducted from the final invoice submitted by the Contractor after delivery and acceptance has occurred.

2.4 Warranty:

The manufacturer's standard warranty shall apply. A copy of the warranty shall be delivered with vehicle purchased. The order will be considered incomplete until warranty is delivered.

2.5 Estimated Schedule:

RFQ Release	September 3, 2010
Inquiry Period Begins	September 7, 2010
Inquiry Period Ends	September 16, 2010
RFQ opening	September 21, 2010 at 3:00 p.m. EDT
Anticipated Award Date	September 28, 2010

3 Terms and Conditions

3.1 Contractual Obligations:

The terms and conditions for the services to be performed are in accordance with the contractual obligations established by the ODPS.

3.2 Contract Term:

This agreement is to be effective from the receipt of a purchase order and will remain in force until delivery and acceptance of the vehicle at Odyssey Automotive Specialty, Inc. or June 30, 2011, whichever comes first.

3.3 Compensation:

3.3.1 In consideration of the Contractor's satisfactory performance, the State will pay the Contractor the amount(s) quoted in the Price Schedule. The Contractor's right to payment is contingent on the complete and satisfactory performance of the work. Upon actual receipt of proper invoices, the ODPS will make payment within thirty (30) days to the Contractor. ORC § 126.30 applies to this Agreement and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by ORC § 5703.47.

3.3.2 The Contractor will not submit more than one invoice for work performed within a 30 day period. Late submission may be subject to a 5% withholding of payment. In order to be considered a proper invoice, the Contractor shall include on all invoices the proper vendor identification number, purchase order number, and total cost of services; and submit an original and two copies monthly to:

Ohio Department of Public Safety
Attn: Fiscal Services (DPS)
P.O. Box 182081
Columbus, Ohio 43218-2081

3.3.3 Unless expressly provided for elsewhere in this Agreement, the Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

3.4 Insurance:

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

3.4.1 Workers' compensation insurance, as required by Ohio law, and if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000 limit.

3.4.2 Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

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

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

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

If not submitted with the Offeror's response, copies of the respective insurance certificate(s) shall be filed with the ODPS within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the Offeror being deemed not responsive. The certificate(s) must be in a form that is reasonably satisfactory to the ODPS as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

3.5 Drug Free Workplace:

The Contractor certifies that to the best of his/her ability, all of his/her employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state property. Failure to comply will result in IMMEDIATE termination of this Agreement.

3.6 Equal Opportunity Requirements:

3.6.1 The Contractor, and any of its subcontractors, shall comply with the requirements under ORC § 125.111. The Contractor and any of its subcontractors shall not discriminate against anyone because of race, color, religion, creed, sex, age, disability, national origin or ancestry.

3.6.2 The Contractor certifies that both the Contractor and any of its subcontractors are in compliance with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices.

3.6.3 The ODPS encourages both the Contractor and any of its subcontractors to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity Growth and Equity (EDGE) vendors.

3.7 Conflict of Interest:

The Contractor shall not have any interest, direct or indirect, which is incompatible or in conflict with the carrying out of the terms of this Agreement.

3.8 Campaign Contributions:

The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC § 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of ORC § 3517.13J).

3.9 Ohio Ethics Laws:

The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

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

3.10 Declaration Regarding Material Assistance/NonAssistance to Terrorist Organization - Sec. 2909.33 (C):

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

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

or

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

and,

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

The Offeror must submit Declaration of Material Assistance form prior to award of a contract. The form is available by selecting the following link:

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

3.11 Executive Order 2010-09S, Banning the Expenditure of Public Funds for Offshore Services:

The Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided in Attachment 10. Failure to provide this information as part of the response will deem the Offeror not responsive and no further consideration will be given to the response.

3.11.1 Executive Order Requirements:

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website:

<http://www.governor.ohio.gov/Default.aspx?tabid=1495>.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

3.11.2 Termination, Sanction, Damages:

The State is not obligated and shall not pay for any services provided under this Contract that the Contractor or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and Contractor shall immediately return to the State all funds paid for those services.

In addition, if the Contractor or any of its subcontractors perform any such services outside of the United States, the State may, at any time after the breach, terminate this Contract for such breach, upon written notice to the Contractor. If the State terminates the Contract, the State may buy substitute services from a third party, and the State may recover the additional costs associated with acquiring the substitute services.

If the Contractor or any of its subcontractors prepares to perform services, changes or shifts the location(s) of services performed by the Contractor or its subcontractors under this Contract to a location(s) outside of the United States, but no services are actually performed, the Contractor has fifteen (15) days to change or shift the location(s) of services performed to location(s) within the United States. The State may recover liquidated damages in the amount of one percent (1%) of the value of the contract for every day past the time permitted to change or shift the location(s).

3.11.3 Assignment / Delegation:

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

<http://www.governor.ohio.gov/LinkClick.aspx?fileticket=sJZnyzYOecs%3d&tabid=1495>

3.12 Responsibility for Claims:

The Contractor agrees to indemnify and hold the ODPS harmless from any and all claims for personal injury or property damage resulting from the fault or negligence of the Contractor and from claims for wages or overtime compensation due its employees in rendering services under this Agreement, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or state law. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

3.13 Ownership:

- 3.13.1 Any and all written, electronic, or multimedia documents, presentations, reports, studies, deliverables, and/or software developed under this Agreement (hereinafter referred to under this Section as "Deliverables") shall become the property of the ODPS. The ODPS, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables without the written approval of the ODPS, except that the Contractor shall reserve its rights in all methods, pre-existing work, software, and data used to prepare the Deliverables. The Contractor shall not include in any Deliverables any copyrighted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement gives prior written approval to use such copyrighted matter in the manner provided under this Agreement. The Contractor must identify in writing, prior to the start of work under this Agreement, any and all proprietary, copyrighted, and/or patented materials it intends to use.
- 3.13.2 The Contractor agrees that all Deliverables may be made freely available to the general public to the extent required by law.
- 3.13.2 This Section shall survive the termination of this Agreement and may be enforced by the ODPS in any court of competent jurisdiction.

3.14 Availability of Funds:

The obligations of the ODPS under this Agreement are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to the ODPS for the purposes of this Agreement and to the certification of the availability of such funds by the Director as required by ORC § 126.07. The ODPS may suspend or terminate this Agreement if the General Assembly fails to appropriate funds or if federal grant funds are not available for any part of the work under this Agreement.

3.15 Auditor Recovery Finding – ORC § 9.24:

The Contractor affirmatively represents and warrants to the ODPS that it is not subject to a finding for recovery under ORC § 9.24, or that it has taken the appropriate remedial steps required under ORC § 9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation and warranty is deemed to be false, the Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the ODPS hereunder shall be immediately repaid to the ODPS, or an action for recovery may be immediately commenced by the ODPS for recovery of said funds.

3.16 Construction:

This Agreement shall be considered, interpreted, and the rights of the parties determined according to Ohio law. If any provision under this Agreement is later determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected by such determination.

3.17 Suspension/Termination:

- 3.17.1 The Contractor or the ODPS may suspend or terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party.
- 3.17.2 Any violations or breach of the terms stated herein, by the Contractor, shall provide the ODPS with the option of canceling this Agreement in its entirety, or withholding payment until such time as the violation or breach is remedied. Such option shall in no way limit or exclude any other remedies available to the ODPS.
- 3.17.3 If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure its non-performance or violation within ten (10) business days following delivery of written notice of the breach. In the case of late payment by the ODPS, however, the Contractor may not suspend or terminate this Agreement unless the payment is more than sixty (60) days past due, and ORC § 126.30 shall apply.
- 3.17.4 If this Agreement is suspended or terminated, the Contractor shall cease work on the suspended or terminated activities, suspend or terminate all subcontractors relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize cost, and, if requested by the ODPS, furnish a report describing the status of all work under this

Agreement, including results and conclusions accomplished, and such other matters as the ODPS may require. The requirements in this paragraph shall occur in accordance with the following:

- 3.17.4.1 If the Agreement is suspended or terminated by the ODPS, the requirements in this Agreement shall commence upon the date the Contractor receives notice of suspension or termination.
- 3.17.4.2 If the Agreement is suspended or terminated by the Contractor, the requirements in this Agreement shall commence upon the date the Contractor sends notice of suspension or termination.
- 3.17.5 If this Agreement is suspended or terminated, the Contractor, upon submission of a proper invoice, shall be entitled to compensation which shall be calculated by the ODPS according to this Agreement for the work performed prior to the date on which the Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable, less any funds previously paid by, or on behalf of, the ODPS.

Regardless of which party terminates the Agreement, any payments made by the ODPS in which services have not been rendered by the Contractor shall be prorated and returned to the ODPS. Such payment(s) must be sent to the ODPS within thirty (30) days of the date on which the Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable. The ODPS shall not be liable for any further claims.

3.18 Antitrust Assignment:

The Contractor assigns to the ODPS all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

3.19 Record Keeping:

During the performance of this Agreement and for a period of three (3) years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the ODPS.

3.20 Changes:

The State may make reasonable changes within the general scope of this project. The State will do so by issuing a written order under this contract describing the nature of the change (Change Order). If a change causes an increase in the cost of, or the time required for, the performance of the project, the successful Contractor will notify the State in writing within five days of receiving the Change Order and request an equitable adjustment in the Contractor's fee, the delivery schedule, or both before the Contractor signs the Change Order. Any major changes will be handled through a contract addendum.

If the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the scope of the specifications for this project, the Contractor will have a right to request a Change Order from the State within five business days from receiving notification of the changes and before work on the change begins. This request must be made in writing to the State. Scope of work changes will be managed as follows: the Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and the specifications for the change as well as any equitable adjustments that need to be made in the Contractor's fee or the performance schedule for the work. The Contractor will sign the Change Order to signify an agreement with it within five days of receiving the Change Order.

The State will not be responsible for any increase in the fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedures for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the project, as changed.

3.21 Audits:

During the term of this contract and for three years after final payment under this contract, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to this RFQ. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the project.

Unless it is impracticable to do so, all records related to this contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records from the Contractor's office closest to Columbus, Ohio.

The Contractor will make applicable records available within five business days whenever the State or others with audit rights request access to the Contractor's records. If any audit reveals any material deviation from the project's specifications, any misrepresentations, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

3.22 Excusable Delay:

Neither the State nor the Contractor will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after the delay. In the event of any such excusable delay, the date of performance or delivery must not create the need for a delay of the conference. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third party manufacturer's supplying commercial items and over whom the Contractor has no control.

3.23 Sub-contracting:

Sub-contracting will be allowed only with prior written approval from the ODPS.

4 Submission of Quotations and Additional Offeror Responsibilities:

4.1 Inquiries:

Offerors may make inquiries regarding this RFQ any time during the inquiry period listed in Section 2.5, Estimated Schedule. To make an inquiry, Offerors must use the following process:

- 4.1.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- 4.1.2 From the Navigation Bar on the left, select "Find It Fast";
- 4.1.3 Select "Doc/Bid/Schedule #" as the Type;
- 4.1.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
- 4.1.5 Click "Find It Fast";
- 4.1.6 On the document information page, click "Submit Inquiry";
- 4.1.7 On the document inquiry page, complete the required "Personal Information" section by providing:
 - 4.1.7.1 First and last name of the prospective Offeror's representative who is responsible for the inquiry;
 - 4.1.7.2 Name of the prospective Offeror;
 - 4.1.7.3 Representative's business phone number; and
 - 4.1.7.4 Representative's e-mail address.
- 4.1.8 Type the inquiry in the space provided including:
- 4.1.9 A reference to the relevant part of this RFQ;
- 4.1.10 The heading for the provision under question; and
- 4.1.11 The page number of the RFQ where the provision can be found.
- 4.1.12 Click "Submit".

- 4.1.13 Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.
- 4.1.14 Offerors may view inquiries and responses using the following process:
- 4.1.14.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
 - 4.1.14.2 From the Navigation Bar on the left, select "Find It Fast";
 - 4.1.14.3 Select "Doc/Bid/Schedule #" as the Type;
 - 4.1.14.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
 - 4.1.14.5 Click "Find It Fast";
 - 4.1.14.6 On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.
- 4.1.15 The State will try to respond to all inquiries within forty-eight (48) hours of receipt, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.
- 4.1.16 When an amendment to this RFQ is necessary less than four (4) days before the RFQ due date, the State may extend the RFQ due date through an announcement. Amendment announcements may be provided any time before 4:00 p.m. on September XX, 2010.

4.2 Requests for Previous Quotations/Contracts:

Requests from potential Offerors for copies of previous RFQ's, past Offeror quotations, or contracts for any potentially related projects, are Public Records Requests (PRRs) and not clarification questions regarding the present RFQ. PRRs should be submitted by e-mail to PublicRecords@dps.state.oh.us or mail to:

Ohio Department of Public Safety
Public Records Manager/Administrator
Administration Division
1970 W. Broad Street
Columbus, Ohio 43223

The posted time frames for responses to internet questions for RFQ clarification do not apply PRRs. The ODPS does not guarantee that a response to a PRR will be made within the time frame controlling this RFQ. Any failure or delay of the ODPS in responding to the PRR will have no bearing on the deadlines found in this RFQ.

4.3 Clarifications:

- 4.3.1 The ODPS may request clarifications on quotations to ensure the quotations are understood by the ODPS.
- 4.3.2 Clarifications shall be requested using e-mail to an address specified in the RFQ response, and clarifications shall be sent to the ODPS as a "reply" to the request for clarification within 24 hours (not including weekends or holidays).

4.4 Intentions:

- 4.4.1 It is the intent of the State to describe a complete set of requirements. Any incidental items omitted from these specifications but needed to satisfactorily complete the requirements, must be provided by the Offeror and will be included in the quotation.
- 4.4.2 If the State decides to revise this RFQ before the response due date, addenda will be posted to the Ohio Business Gateway:

<http://www.ohio.gov/procure>

- 4.4.3 Quotations must be received no later than 3:00 P.M., September 21, 2010. Quotations should be:

Mailed to:	Delivered to:
Mark A. Contosta, CPPO, CPPB Chief, Purchasing Ohio Department of Public Safety 1970 W. Broad St., 5 th floor P.O. Box 182081 Columbus, Ohio 43218-2081	Mark A. Contosta, CPPO, CPPB Chief, Purchasing Ohio Department of Public Safety 1970 W. Broad St., 5 th floor Columbus, Ohio 43223

DELIVERY INSTRUCTIONS

Quotations, whether delivered through U.S.P.S., UPS, FedEx or by hand to the ODPS must be complete, cover page of the original quotation signed in blue ink, envelope sealed with the RFQ number and title clearly marked on the outside of the envelope or box.

Included in the sealed package, the Offeror must also submit one (1) copy of the Quotation on CD-ROM in Microsoft Word, Microsoft Excel, and PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Quotation.

If delivering quotation in person to the ODPS, come to the loading docks on the South side of the building. There is a door to the immediate right of the right most loading bay. Next to the door is a bell to ring for service. Deliver the quotation to the ODPS mail room. Make sure the time and date of delivery is noted on the quotation and logged by the person receiving the envelope. If any problems are encountered, in the delivery, and to verify receipt of the quotation call Don McClure at (614) 752-0429. Attempts to deliver to the Highway Patrol Officer at the front desk of the Customer Service Center, as in the past, will be refused. The quotations will be received between the hours of 8:00 A.M. and 4:00 P.M. (3:00 P.M. on September 21, 2010) Monday through Friday.

- 4.4.4 Upon receipt by the ODPS Purchasing, all quotations will be time and date stamped. Postmarks or other times/dates appearing on the quotation envelope will not be considered as the official time/date of receipt. An RFQ response submitted with insufficient postage or C.O.D. will not be accepted.
- 4.4.5 A facsimile of an offer will be considered, but an originally signed copy (signature to be in Blue Ink) of the offer must be received within seven (7) days after the quotation opening. Any other mode of transmitting a quotation to the ODPS shall not be considered a valid quotation.

4.5 Mandatory Content of RFQ Response:

4.5.1 RFQ Response Cover Letter:

The Offeror must HAND SIGN AND DATE THE RFQ COVER LETTER IN BLUE INK before submitting the quotation. The RFQ cover letter shall be on company letterhead, include an original signature in Blue Ink, and state the total dollar amount and hours to be worked by each listed candidate of the submitted quotation.

4.5.2 Quotation /Cost Summary:

Offerors will complete the Quotation/Cost Summary form/table found in Attachment 1 and identify all resources and costs associated with performing the work. The ODPS is expecting that the rates quoted shall be significantly discounted from the standard rates. The Offeror will provide and attach a comparison of their standard rates and the discounted rates included in the RFQ response.

Offerors may not reformat these forms. Each Offeror must complete the Cost Summary forms in the exact format provided. Any reformatting may cause the State to reject the Offeror's quotation.

These forms and associated instructions are what the State projects as the final Cost Summary forms at the present time. The State reserves the right to modify the Cost Summary forms and instructions at the time qualified Offerors are invited to submit their not-to-exceed fixed price quotation. Completed Cost Table forms are to be provided when the quotations are submitted.

Offerors are to copy as many forms as are needed, and page number each sheet in the upper right hand corner. If there is any doubt as to which page a particular item should be recorded under,

Offerors are to use their discretion. The important thing is that the item is listed and accounted for, not particularly where it is listed so that all costs are identified. The dollar amounts listed by the Offerors must represent a NOT-TO-EXCEED FIXED PRICE.

The State will not be liable for any costs the Offeror does not identify in its response to this RFQ (Attachment 1) and the Offeror must identify all costs associated with performing the work. Project Plan:

4.5.3 Offeror's Profile/Experience:

Each quotation must include a profile of the Offeror's relevant experience working on projects similar to this Project. The profile must also include the Offeror's legal name, address, and telephone number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of years in business, number of employees; number of employees engaged in work directly related to the Project; corporate information which demonstrates the depth of the company and the Offeror's ability to provide support and backup for proposed personnel and any other background information that will help the evaluation team gauge the ability of the Offeror to successfully complete the Project (Attachments 2 and 3).

4.5.4 Offeror References:

The Offeror must include at least three (3) references for which the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to this Project. These references must be from projects that were completed within the previous five (5) years.

The State is interested in the Offeror's performance and responsibility in projects such as Public Safety's. References provided must agree to be interviewed by the State concerning the Offeror's products and services. Failure to provide three references may result in disqualification of quotation.

The following information is required for each reference:

4.5.4.1 Customer's name and address.

4.5.4.2 Contact name, title, and current phone number.

4.5.4.3 Date contract began and date completed.

4.5.4.4 Summary of the scope of the project and an explanation as to the relevance or similarity to this project and the type of reference being requested (Attachment 4).

4.5.5 Contract Performance:

The Offeror must provide the contract performance information for the past seven (7) years (Attachment 5).

4.5.6 A Contract between the Ohio Department of Public Safety and the Contractor:

The Offeror must submit a completed and signed contract signature page (Attachment 6).

4.5.7 Executive Order 2010-09S, Banning the Expenditure of Public Funds for Offshore Services:

The Offeror must submit a completed and signed Contractor / Subcontractor Affirmation and Disclosure (Attachment 7).

5 Evaluation

5.1 **Review of Quotations:**

An evaluation team has been formed to determine the responsiveness of the Offerors. The team shall be comprised of the ODPS personnel.

5.2 **Rejection of any/all Quotations:**

5.2.1 The ODPS may reject any quotations, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in determining the quotation is non-responsive.

The Chief of Purchasing may wave irregularities or deviations only if doing so does not affect the amount of the quotation or result in an unfair competitive advantage to any Offeror.

5.2.2 The ODPS reserves the right to disqualify an Offeror's response and any quotations for the following reasons:

5.2.2.1 Failure to provide a signed original quotation (signature in Blue Ink).

5.2.2.2 Late RFQ responses.

5.2.2.3 Failure to provide required information and/or meet specifications.

5.2.3 In addition, should the quotations exceed the planned budget for this service; the ODPS may reject the quotations or try to negotiate a lower price.

5.3 Evaluation Criteria:

Factors that will determine the most responsive quotation shall be the costs and the evaluation factors listed below in order of importance. Factors include, but, are not limited to, the following:

5.3.1 Offeror profile.

5.3.2 Offeror references demonstrating the ability to complete this project based upon similar previous experience.

5.4 Basis of Award:

The award will be made to the lowest, responsive and responsible Offeror meeting the qualifications specified in this RFQ.

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ATTACHMENT 1

QUOTATION/COST SUMMARY TABLE

Offerors will complete the Quotation/Cost Summary table, below, and identify all costs associated with the purchase and delivery of the 2011 Chevrolet Suburban, LT 2500 or GMC Yukon XL, three-quarter (¾) ton, four (4) wheel drive, four (4) door Sport Utility Vehicle (SUV). The Offerors will enter the minimum cost to deliver the vehicle to the Wharton, NJ address.

Offeror Name: _____

ITEM(S) OFFERED	Quantity	Cost
2011 Chevrolet Suburban, Model LT 2500, three-quarter (¾) ton, four (4) wheel drive, four (4) door Sport Utility Vehicle (SUV)	1	
OR		
2011 GMC Yukon XL, three-quarter (¾) ton, four (4) wheel drive, four (4) door Sport Utility Vehicle (SUV)	1	
<u>OPTIONS</u>		
DPN - Manual – Extending Outside Rearview Mirrors, Left and right	1 Pair	
Heavy Duty Trailer Towing Receiver Tube, Trailer Receptacle, and Hitch	1	
PDD – Convenience Group	1	
VYU – Snow Prep Group including KW1 160 AMP Alternator and Heavy Duty Suspension	1	
NZZ – Skid Plate Package	1	
VK3 – License Plate Bracket, Front	1	
TOTAL		

Note 1: All supply, delivery, and other costs not identified by the Offeror will be at the expense of the Offeror.

ATTACHMENT 1 (CONT)**REQUIRED CERTIFICATION**

Those offerors claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Ohio Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Offerors who qualify as an "Ohio" offeror (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State offeror are eligible to receive a five percent (5%) preference over non-Ohio/Border State offerors. The Ohio Department of Public Safety reserves the right to clarify any information during the evaluation process. **OFFERORS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA):

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____ (State) Canada _____ Mexico _____ (Go to Section B-1)
 Other: (Specify Country) _____ (Go to Section A-2)
2. End product is manufactured outside the United States and at least fifty percent (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)
3. The offeror hereby certifies that each 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, produces, 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 six percent (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 suppliers or services originating from sources within, or that were located in or transported 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):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes: _____ (Go to Section C) No _____ (Go to Section B-2)
2. Offeror has significant economic presence within the state of Ohio.
 Yes: _____ (Answer a, b, c, and d below) No _____ (Go to Section B-3)
 - A) Offeror has paid the required taxes due the state of Ohio.
 Yes: _____ No _____
 - B) Offeror is registered with the Ohio Secretary of State. Questions regarding registration should be directed to (614)466-3910 or visit their website at <http://www.sos.state.oh.us/>.
 Yes (Charter/Registration Number): _____ No _____
 - C) Offeror has ten or more employees based in Ohio or Border State.
 Yes: _____ No _____ (Go to Section B-2d)
 - D) Offeror has seventy-five (75%) or more employees based in Ohio or Border State.
 Yes: _____ No _____ (Go to Section B-3)
3. Border State offeror.
 Yes (Specify which State [KY, MI, NY, PA, or IN]) _____ No _____ (Go to Section B-4)
4. Border State offeror: mined products mined in respective border state.
 Yes: _____ No _____ Not Applicable _____

**ATTACHMENT 3
OFFEROR EXPERIENCE FORM**

The Offeror must provide examples of experience:

Customer No. 1:	City & State:	
Contact:	Telephone:	
Title:	From:	To:
Customer No. 2:	City & State:	
Contact:	Telephone:	
Title:	From:	To:
Customer No. 3:	City & State:	
Contact:	Telephone:	
Title:	From:	To:

ATTACHMENT 4

OFFEROR CUSTOMER REFERENCE FORM

Reference No. One		
Company Name:		Telephone:
Contact Name:		Extension:
City, State, & Zip:		
Program Name:		
Dates of Service:		
Description of Related Service Provided:		

Reference No. Two		
Company Name:		Telephone:
Contact Name:		Extension:
City, State, & Zip:		
Program Name:		
Dates of Service:		
Description of Related Service Provided:		

Reference No. Three		
Company Name:		Telephone:
Contact Name:		Extension:
City, State, & Zip:		
Program Name:		
Dates of Service:		
Description of Related Service Provided:		

ATTACHMENT 5**CONTRACT PERFORMANCE**

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

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

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

ATTACHMENT 6

A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF PUBLIC SAFETY
AND

(CONTRACTOR)

THIS CONTRACT, which results from RFQ 11-166, 2011 Chevrolet Suburban, LT 2500 or GMC Yukon XL, three-quarter (¾) ton, four (4) wheel drive, four (4) door Sport Utility Vehicle (SUV) is between the state of Ohio, Department of Public Safety (the "State"), and _____ (the "Contractor").

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

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

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

This contract has an effective date of the later of _____, 2010, or the occurrence of all conditions precedent specified in the Terms and Conditions.

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

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF PUBLIC SAFETY_____
By:_____
By: Thomas J. Stickrath, Director

Title:

Ohio Department of Public Safety

Date:

Date:

ATTACHMENT 7

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror’s offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate “Not Applicable” in the appropriate spaces.

1. Principal location of business of Contractor:

 (Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

 (Name) (Address, City, State, Zip)

 (Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

 (Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

 (Name) (Address, City, State, Zip)

 (Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

 (Address) (Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

 (Name) (Address, City, State, Zip)

ATTACHMENT 7

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE (CONT)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)