

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: LAW ENFORCEMENT VEHICLES 2010 MODEL YEAR (OR NEWER)

CONTRACT No.: RS901410

EFFECTIVE DATES: 12/29/09 to 10/31/10
Renewal through 10/31/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS901410 that opened on 11/04/09. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Rob Rounds
Rob.Rounds@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:



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

Signed: _____ Date _____
Hugh Quill, Director

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

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate the bid based on the total item cost, plus the delivery charge for the evaluation. If there is no delivery charge per mile round trip map mileage rate supplied or the calculated value of the delivery charge is less than the minimum delivery charge; the minimum delivery charge (Not To Exceed \$50.00) will be used for evaluation purposes.

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

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

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.

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

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

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 shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

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

The Contractor must forward the Quarterly Sales Report to the following address:

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

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel 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 following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Ohio Treasurer Kevin L. Boyce and forward the check to the following address:

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

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

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

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

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

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

INDEX NUMBER CONTRACT NUMBER CUSTOMER OPTION CODE # UNITS SOLD \$ VALUE

Bid Automobile Liability Checklist:

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.

*Updated Contract Analyst name effective 03/24/10.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont'd)

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

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

_____	_____
_____	_____
_____	_____

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

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

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

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

PURCHASE ORDERS: Purchase Orders for item(s) listed in this contract will be placed directly with the contractor by the ordering agency. All purchases, made by state agencies only, will be placed using the official State of Ohio Purchase Order (ADM-0523). 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont'd)

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

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

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

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

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

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

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

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

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

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

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

NOTE: THE ENERGY POLICY ACT WAS SIGNED INTO LAW IN 1992. Under the act, state and federal government fleets must begin phasing in alternative fuel vehicles as replacements for petroleum fuel vehicles. The act recognizes methanol, ethanol and other alcohol-gasoline blends, natural gas, liquefied petroleum gas and other fuels as sources of replacement ("reformulated gasoline" and 10% ethanol are excluded from the definition of alternate fuels).

SPECIFICATIONS FOR LAW ENFORCEMENT VEHICLES

I. SCOPE AND CLASSIFICATION:

- A. Scope: These specifications define the state's requirements for 2010, vehicles to be utilized by state agencies and coop members, primarily for law enforcement work. This includes political subdivisions that are members of the Department of Administrative Services, Office of State Purchasing, and Cooperative Purchasing program.
- B. Classification: The information listed below is based upon 2009 vehicle purchases the Office of State Procurement had received from usage reports.
 - 1. 122 units (120 Coop, 2 State Agency) Full Size – Rear Drive, 4 Door, 4.6 Liter, 8 Cylinder.
 - 2. 102 units (85 Coop, 17 State Agency) Mid Size – Front Drive, 4 Door, 3.9 Liter, 6 Cylinder.
 - 3. 54 units (26 Coop, 28 State Agency) Sport Utility Vehicle – 2 Wheel Rear Drive, 5.3 Liter, 8 Cylinder.
 - 4. 131 units (119 Coop, 12 State Agency) Full Size – Rear Drive, 4 Door, 3.5 Liter, 6 Cylinder.

Note: These are estimated vehicle purchase shown in figure B above based on usage reports.

II. APPLICABLE DOCUMENTS:

- A. Model Year 2009 EPA Fuel Economy Guide.
- B. State of Michigan, Department of State Police and Department of Management and Budget, 2009 Model Year Police Evaluation Program; meet or exceed the standards established by the 2009 Michigan State Police Vehicle Test Team for the Police (Pursuit) Category vehicles.
- C. Ohio Revised Code Section 125.

III. REQUIREMENTS: In addition to the 2010 state of Ohio minimum specifications sheets the following items of factory-installed equipment shall be required as Standard Equipment on each vehicle listed in this bid, unless otherwise noted. Other optional equipment required to be furnished on the units, is noted on the States Specifications. Options listed herein, are to be factory installed except for any item(s) not available from the factory.

A. REQUIRED STANDARD EQUIPMENT:

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

SPECIFICATIONS (cont'd)

A. REQUIRED STANDARD EQUIPMENT: (cont.)

8. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and mfg. standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.
9. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
10. Additional Option Package: This has been included on the pricing pages for the bidder to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to make sure that the entire contents of that Option Package is made available to the ordering entity and that is what the ordering entity wants included in their purchase.

B. MILES PER GALLON REQUIREMENTS (2009 DATA) EPA ESTIMATED MILEAGE: Vehicles bid shall be in the EPA classes shown on the respective bid pages, offering the engine requested.

C. OPTIONAL EQUIPMENT

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

IV. DELIVERY:

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

B. Any state of Ohio ordering entity and/or political subdivision ordering from this contract needs to be sure that they have included a contact, phone/fax numbers on the purchase order to the dealership. State's Cooperative Purchasing members need to be sure to include their current membership certificate number and / or a copy of their current membership certificate when placing an order to the dealership.

C. PERFORMANCE AGREEMENT:

1. The state declares that time is of the essence and the delivery of the vehicle(s) ordered by the projected delivery date is crucial to the ordering agency. The state realizes that there are circumstances beyond the control of the contractor that cause delay in delivery. In the event the contractor is unable to meet the projected delivery date referenced above due to circumstances beyond his control, the contractor must contact the ordering agency and inform the agency why there is a delay, setting forth therein the reasons for the delay and there will be an extension to the delivery date. The contractor's plea that insufficient time as specified is not a valid reason for an extension of time. If accord cannot be obtained, a written request by the agency must be made to the Office of Procurement Services, or if a co-operative purchasing order, to the Office of Cooperative Purchasing for review.
2. If the contractor fails to meet the original and/or any revised delivery date, the contractor agrees to pay to the ordering agency liquidated damages according to the following schedule:
 - a. Delivery completed within ten (10) calendar days beyond the original and/or revised scheduled date \$10.00 per vehicle per day beyond the scheduled delivery date.
 - b. Liquidated damages will be deducted from the final invoice submitted by the contractor after delivery and acceptance has occurred.

SPECIFICATIONS (cont'd)

C. PERFORMANCE AGREEMENT: (cont.)

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:

1. 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. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates, but are urged to submit their orders as quickly as possible after receipt of the contract.
2. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the contract price.
3. Any order received by the contractor after the build-out date will be subject to availability. The contractor reserves the right to accept or reject these orders. The contractor will be required to notify the ordering agency, within five (5) working days, after the purchase order has been received by the contractor, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price.

SPECIFICATIONS (cont'd)

V. NOTES:

- A. **WARRANTY:** Unless ordered with extended warranty, manufacturer's standard warranty shall apply - Copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.
- B. Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with state of Ohio requirements (See "Contract Terms & Conditions"). Any extra accessories delivered on vehicles cannot and will not be paid for.
- C. Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.
- D. **EPA ESTIMATED MILEAGE:** Vehicles bid shall be equipped with an engine that meets at least the minimum requirements for the EPA Estimated Mileage as stated in the state of Ohio specification sheet. In the instance where an EPA Estimated Mileage is not available, the bidder is to supply the manufacturer's estimated mileage for the engine quoted.
- E. **ADDITIONAL OPTIONS:** Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid. The additional options being offered must not change the item model being bid. Option prices bid are to be less than the manufacturer's suggested retail price(s).

SPECIFICATIONS (cont'd)

4DR Sedan – Large V8 RWD Item Number 1

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make	Ford	Rear Window Defroster	wire in glass
Mfg. Model	Crown Victoria	Fresh Air Temperature Controlled Heater	w/ Windshield Defrosters
Seating Capacity	5	Intermittent Windshield Wipers	w/ dual speed
# of Doors	4	Trunk Light	Automatic
Wheelbase (in.)	114	Interior Lighting	Over head dome and map or dome driver light
Base Curb Weight (lbs.)	4,100	Air Conditioning	Required
Body Side Moldings (Installed)	Required FR & RR	Seat Covering	Cloth FR, Vinyl RR
Power Train	Rear Wheel Drive	Floor Covering	Heavy – duty rubber
Engine Type (Cylinder/Liter)	V8 / 4.6L		
Horsepower (HP)	250	Radio – Factory Installed	AM/FM
Cooling System	Heaviest Duty Available	Front Seat Type	Bucket adjustable – no center console
Automatic Transmission	Auto, 4-sp	Rear Seat Type	Bench – no center console
Alternator (amps)	200	Power Antilock Brakes (ABS) (Front and Rear)	Required
Battery (CCA)	750	Air Bag Restraint System (Driver and Passenger)	Required
Fuel Capacity (gals.)	19	Supplemental Restraint System (Driver and Passenger)	Required
Exterior Mirrors – Right and Left mounted	Heated / Remote controlled	Tires – Pursuit / Speed Rated, per Manufacture recommendation	All Season, Steel Belted, Black wall
Keyed Door Lock (Driver, Front Pass, side & Trunk min.)	Required	Spare Tire / Wheel	Full size
Steering	Power / Tilt	Radio Suppression System	Required
Electronic Door Locks / Electronic Windows (factory standard)	Required – Driver control lock out	12 Volt Power outlet, in front compartment	Required
Rust Proofing	Min factory warranty	Interior Rear View Mirror	Day/Night
Paint – Specify Std Colors	Standard min.	Fuel at delivery	½ tank
Left Handed Spotlight, Pillar Mounted	Required	Mfg. Standard Warranty	Min. 3/36 Bumper to bumper and 5/60 Powertrain
Glass	High Strength Factory Tinted	Speedometer / Std gage package	Required
Arm Rest on Front Doors	Required	Hood Latch Release	Inside passenger compartment only, by driver side
Foam Front Seat Cushion	Required	Remote Control Trunk Release by Driver	Required
Flexible Fuel Vehicle (FFV)	Required	Dual Horns, Factory Installed	Required

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

SPECIFICATIONS (cont'd)

4DR Sedan – Large V8 RWD Item Number 1

Dimensions/Ratings	Min. Req.		
EPA Estimated Mileage (City/Combined/Highway)	16/24 Gasoline 12/17 E85		
Head Room (Front/Rear) in.	39/37		
Leg Room (Front/Rear) in.	41/38		
Hip Room (Front/Rear) in.	57/56		
Shoulder Room (Front/Rear) in.	60/60		
Trunk/Luggage Area (cu. ft.)	20		

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

PRICE SCHEDULE

ITEM -1- AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, LARGE SIZE V8, REAR WHEEL DRIVE

DELIVERY: 90-180 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: St. Thomas Ontario Canada

CONTRACTOR: Statewide Ford	MFG: Ford	MODEL: Crown Vic.	MODEL NUMBER: P7B
REAR END GEAR RATIO: 3.27:1			
ITEM NO.: 6040		UNIT PRICE:	\$20,333.00

List any exceptions to the specifications: None

<u>ITEM NO.</u>	<u>MILEAGE</u>	<u>UNIT COST</u>
11586	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$0.30 per mile
11587	Minimum Delivery Charge, Not to Exceed \$50.00	\$50.00

<u>ITEM NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
11523	60S	Factory installed Fire Suppression System	\$3,494.00
11524	21A	6 Way Power Seat – Drivers Side	\$379.00
11525	ATL	Inside Trunk Lid Flashing Warning Lights (Activated when trunk lid is raised)	\$315.00
11526	14R	Factory installed Remote Keyless Entry	\$254.00
11528	95	Special paint option (Two-Tone) Call for Availability	\$884.00
11531	PM	Parts Manual (Bidder to specify Paper or CD: <u>CD</u>)	\$180.00
11532	SM	Shop Manual (Bidder to specify Paper or CD: <u>CD</u>)	\$200.00
11533	TEMP	30-Day Tag	\$18.50
17157	KEY	Additional set of Keys	\$7.00
17158	750A	Street Appearance Package (Limited Colors)	\$154.00
	STD	License plate bracket - Front	No charge
17159	525	Cruise Control	\$224.00
11534	ATL LED	Additional Option Package (Bidder to specify type: Inside Trunk Lid Warning Lights LED)	\$479.00

PRICE SCHEDULEITEM -1- AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, LARGE SIZE V8, REAR WHEEL DRIVE (cont.)

<u>ITEM NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>Deleted Options</u>	<u>UNIT COST</u>
	-95A	No Body side moldings - Deduct	<u>-\$15.00)</u>
	-51A	No Spotlight – Deduct	<u>-\$51.00)</u>
	54M	No Dome / map light –Deduct	<u>No Charge</u>
	58Y	No-Radio – Deduct	<u>-\$30.00)</u>
17160	948	Rear windows power delete - Charge	<u>\$24.00</u>

List standard paint colors:

DK Toreador Red, Sliver Birch, Norsesea Blue, Dark Blue, Royal Blue, LT Blue, LT Ice Blue, Ultra Blue, Light Gray, Silver Gray, Black, White, Smokestone, Arizona Beige, Med Brown

SPECIFICATIONS (cont'd)

4DR Sedan – MID SIZE FWD Item Number 2

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make	Chevrolet	Rear Window Defroster	wire in glass
Mfg. Model	Impala	Fresh Air Temperature Controlled Heater	w/ Windshield Defrosters
Seating Capacity	5	Intermittent Windshield Wipers	w/ dual speed
# of Doors	4	Trunk Light	Automatic
Wheelbase (.in)	110	Interior Lighting	Over head dome and map or dome driver light
Base Curb Weight (lbs.)	3,500	Air Conditioning	Required
Body Side Moldings (Installed)	Required FR & RR	Seat Covering	Cloth FR, Vinyl RR
Power Train	Front Wheel Drive	Floor Covering	Carpet
Engine Type (Cylinder/Liter)	V6 / 3.9L	Floor Mats	Heavy Duty FR/RR Required
Horsepower (HP)	230	Radio – Factory Installed	AM/FM
Cooling System	Heaviest Duty Available	Front Seat Type	Bucket adjustable –no center console
Automatic Transmission w/ Cruise Control	Auto, 4-sp	Rear Seat Type	Bench – no center console
Alternator (amps)	150	Power Antilock Brakes (Front and Rear)	Required
Battery (CCA)	720	Air Bag Restraint System (Driver and Passenger)	Required
Fuel Capacity (gals.)	17	Supplemental Restraint System (Driver and Passenger)	Required
Exterior Mirrors – Right and Left mounted	Remote controlled	Tires – Pursuit / Speed Rated, per Manufacture recommendation	All Season, Steel Belted, Black wall
Keyed Door Lock (Driver side min.)	Required Power w/ Remote Keyless Entry	Spare Tire / Wheel	Full size
Steering	Power	Radio Suppression System	Required
Electronic Door Locks / Electronic Windows	Required – Driver control lock out	12 Volt Power outlet, in front compartment	Required
Rust Proofing	Min factory warranty	Interior Rear View Mirror	Day/Night
Paint – Specify Std Colors	Standard min.	Fuel at delivery	½ tank
Left Handed Spotlight, Pillar Mounted	Required	Mfg. Standard Warranty	3/36 Bumper to bumper and 5/100 powertrain
Glass	High Strength Factory Tinted	Speedometer / Std gage package	Min.
Arm Rest on Front Doors	Required	Hood Latch Release	Inside passenger compartment only
Foam Front Seat Cushion	Required	Remote Control Trunk Release by Driver	Required
Dual Horns, Factory Installed	Required	Flexible Fuel Vehicle (FFV)	Required

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

SPECIFICATIONS (cont'd)

4DR Sedan – MID SIZE FWD Item Number 2

Dimensions/Ratings	Min. Req.	
EPA Estimated Mileage (City/Combined/Highway)	17/27/20 Gasoline 13/20 E85	
Head Room (Front/Rear) in.	39/37	
Leg Room (Front/Rear) in.	42/37	
Hip Room (Front/Rear) in.	56/57	
Shoulder Room (Front/Rear) in.	58/58	
Trunk/Luggage Area (cu. ft.)	18	

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

PRICE SCHEDULE

ITEM -2- AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, MID SIZE, FRONT WHEEL DRIVE

DELIVERY: 120 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: Oshawa, Ontario, Canada

CONTRACTOR: Taylor Chevrolet MFG: Chevrolet MODEL: Impala, MODEL NUMBER: 1WS19
Police

REAR END GEAR RATIO: 3.29

ITEM NO.: 11538 UNIT PRICE: \$19,012.00

List any exceptions to the specifications: None

<u>ITEM NO.</u>	<u>MILEAGE</u>	<u>UNIT COST</u>
11588	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$0.28 per mile
11589	Minimum Delivery Charge, Not to Exceed \$50.00	\$50.00

<u>ITEM NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
11539	T53	Inside Trunk Lid Flashing Warning Lights (Activated when trunk lid is raised)	\$224.00
	9C1	Undercover Police Package	No charge
11543	DK2	Exterior Heated Mirrors	\$59.00
11544	SP	Special paint option (Two-Tone) Call for Availability	\$1,895.00- \$3,595.00
11545	PM	Parts Manual (Bidder to specify Paper or CD: Paper)	\$250.00
11546	SM	Shop Manual (Bidder to specify Paper or CD: Paper)	\$250.00
11547	TT	30-Day Tag	\$15.00
17161	6A3	Heavy-duty vinyl flooring	\$89.00
17162	AMF	Additional set of FOB Keys	\$74.00
	AP1	Additional Option Package (Bidder to specify type: N/A)	No charge

PRICE SCHEDULE

ITEM -2- AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, MID SIZE, FRONT WHEEL DRIVE (cont.)

<u>ITEM NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>Deleted Options</u>	<u>UNIT COST</u>
	NBSM	No Body side moldings - Deduct	No charge
	9G8	Daytime Running Lights- Deduct	No charge
	NS	No Spotlight – Deduct	-\$100.00)
	NR	No-Radio – Deduct	No charge

List standard paint colors:

Black, White, Silver Ice, Imperial Blue, Gold Mist, Cyber Gray, Aqua Blue, Victoria Red

CONTRACTOR INDEX

CONTRACTOR AND TERMS



53729
Statewide Ford Lincoln Mercury, Inc.
1108 West Main Street
Van Wert, OH 45891

CONTRACT: RS901410-2A*
DELIVERY: 90-180 Days
TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Al Matarese

Telephone: (419) 238-0125
Toll Free: (866) 313-5042
Fax: (866) 832-4430
E-Mail: alm@statewideford.com

Preferred Method of Receiving Purchase Orders:

FAX: (866) 832-4430

ITEM NO: 5071 Add or Delete Options, Delivery and Storage Charges.

CONTRACTOR AND TERMS



52914
Taylor Chevrolet
2510 N. Memorial Dr.
Lancaster, OH 43130

CONTRACT: RS901410-4
DELIVERY: 120 Days
TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Jeff Peterseim

Telephone: (740) 652-2234
Toll Free: (800) 345-4910
Fax: (740) 653-6003
E-Mail: taylorfleet1@yahoo.com

Preferred Method of Receiving Purchase Orders:

Fax: (740) 653-6003

ITEM NO: 4762 Add or Delete Options, Delivery and Storage Charges.

Part B

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICE
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

PRIMARY CONTRACT No.: RS901410

LAW ENFORCEMENT VEHICLES

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. RS900311 that opened on 11/17/10. Your company has been determined to be the lowest responsive and responsible and has been awarded a Contract for the item(s) listed therein. The bid response, to include the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Supplemental Requirements Contract. As indicated in the Invitation to Bid, any award(s) resulting from this bid will be incorporated into the above referenced Primary Requirements Contract. In the event that any of the terms, conditions or specifications of the Requirements Contract differ, the terms, conditions or specifications of this Supplemental Requirements Contract shall prevail.

This Supplemental Requirements Contract is effective beginning 12/10/10 and will expire on 10/31/11 unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Supplemental Requirements Contract is available to all state agencies, institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, when applicable. Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

Questions regarding this Supplemental Requirements Contract may be directed to:

Rob Rounds
rob.rounds@das.state.oh.us

The signed Supplemental Requirements Contract and Amendment(s) thereto, are available for review at and/or downloading from the DAS Web site at the following address:



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

with ORC CH. 125.081

Signed: _____
Hugh Quill, Director

ANY AWARD MADE AS A RESULT OF THIS ITB WILL BECOME A PART OF CONTRACT RS901410

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

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate the bid based on the total item cost, plus the delivery charge for the evaluation. If there is no delivery charge per mile round trip map mileage rate supplied or the calculated value of the delivery charge is less than the minimum delivery charge; the minimum delivery charge (Not To Exceed \$50.00) will be used for evaluation purposes.

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

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

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (cont'd)

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

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 shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

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

The Contractor must forward the Quarterly Sales Report to the following address:

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

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel 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 following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Ohio Treasurer Kevin L. Boyce and forward the check to the following address:

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

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

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

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

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

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

INDEX NUMBER CONTRACT NUMBER CUSTOMER OPTION CODE # UNITS SOLD \$ VALUE

Bid Automobile Liability Checklist:

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont'd)

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

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

_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (cont'd)

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

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

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

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

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

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

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

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

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

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

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

NOTE: THE ENERGY POLICY ACT WAS SIGNED INTO LAW IN 1992. Under the act, state and federal government fleets must begin phasing in alternative fuel vehicles as replacements for petroleum fuel vehicles. The act recognizes methanol, ethanol and other alcohol-gasoline blends, natural gas, liquefied petroleum gas and other fuels as sources of replacement ("reformulated gasoline" and 10% ethanol are excluded from the definition of alternate fuels).

SPECIFICATIONS FOR LAW ENFORCEMENT VEHICLES

I. SCOPE AND CLASSIFICATION:

- A. Scope: These specifications define the state's requirements for 2011 vehicles to be utilized by state agencies and coop members, primarily for law enforcement work. This includes political subdivisions that are members of the Department of Administrative Services, Office of State Purchasing, and Cooperative Purchasing program.
- B. Classification: The information listed below is based upon 2010 vehicle purchases the Office of State Procurement had received from usage reports.
 - 3. 54 units (26 Coop, 28 State Agency) Sport Utility Vehicle – 2 Wheel Rear Drive, 5.3 Liter, 8 Cylinder.
 - 4. 131 units (119 Coop, 12 State Agency) Full Size – Rear Drive, 4 Door, 3.3 Liter, 6 Cylinder.
 - 5. Full Size – Rear Drive, 4 Door, 6.0 Liter, 8 Cylinders.

Note: The estimated vehicle purchase quantities shown in figure B above based on usage reports. Item 5 is a new vehicle with unknown unit usage amounts.

II. APPLICABLE DOCUMENTS:

- A. Model Year 2010 EPA Fuel Economy Guide.
- B. State of Michigan, Department of State Police and Department of Management and Budget, 2010 Model Year Police Evaluation Program; meet or exceed the standards established by the 2010 Michigan State Police Vehicle Test Team for the Police (Pursuit) Category vehicles.
- C. Ohio Revised Code Section 125.

III. REQUIREMENTS: In addition to the 2011 state of Ohio minimum specifications sheets the following items of factory-installed equipment shall be required as Standard Equipment on each vehicle listed in this bid, unless otherwise noted. Other optional equipment required to be furnished on the units, is noted on the States Specifications. Options listed herein, are to be factory installed except for any item(s) not available from the factory.

A. REQUIRED STANDARD EQUIPMENT:

- 1. 12V power point.
- 2. Rust Proofing: Each vehicle listed in this bid shall have the manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be returned with the bid, certifying compliance to this requirement. NOTE: Failure to provide this warranty may result in disqualification of the bid.
- 3. Spare wheel and tire to be manufacturers standard for the model bid.
- 4. All vehicles to be delivered with fuel tank at least one-quarter (1/4) full.
- 5. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system. Shall be equipped with noise suppression equipment for two-way radio operation, which shall suppress vehicle electrical and electronic generated radio frequency interference problems. Broad band vehicular generated noise shall not exceed 1/2 microvolt, as measured by the 12 DB SINAD method, at the two way radio receiver antenna; further, the vehicle shall not produce any on-frequency signal on any state frequency. The contractor is responsible for correcting any radiation or radio frequency interference problems encountered with any of the on-board systems of his supplied vehicles. It is the responsibility of the contractor to insure that operation of properly installed two-way mobile low band radio transmitters will not adversely affects the operation of the vehicle in any manner. Do your vehicles comply? Yes ___ No ___.
- 6. Vehicles shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed in these specifications, must not be removed from the vehicle. Manufacturer's disclaimers 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 but not limited to, seat belts and shoulder harness.
- 7. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, all season, steel belted radials, black walled, and meet the minimum speed rating specified (unless otherwise specified).

SPECIFICATIONS (cont'd.)

A. REQUIRED STANDARD EQUIPMENT: (cont'd.)

8. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and mfg. standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.
9. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
10. Additional Option Package: This has been included on the pricing pages for the bidder to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to make sure that the entire contents of that Option Package is made available to the ordering entity and that is what the ordering entity wants included in their purchase.

B. MILES PER GALLON REQUIREMENTS (2010 DATA) EPA ESTIMATED MILEAGE: Vehicles bid shall be in the EPA classes shown on the respective bid pages, offering the engine requested.

C. OPTIONAL EQUIPMENT

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

IV. DELIVERY:

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

B. Any state of Ohio ordering entity and/or political subdivision ordering from this contract needs to be sure that they have included a contact, phone/fax numbers on the purchase order to the dealership. State's Cooperative Purchasing members need to be sure to include their current membership certificate number and / or a copy of their current membership certificate when placing an order to the dealership.

D. 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 co-operative purchasing order, to the Office of Cooperative Purchasing for review.
2. If the contractor fails to meet the original and/or any revised delivery date, the contractor agrees to pay to the ordering agency liquidated damages according to the following schedule:
 - a. Delivery completed within ten (10) calendar days beyond the original and/or revised scheduled date \$10.00 per vehicle per day beyond the scheduled delivery date.
 - b. Liquidated damages will be deducted from the final invoice submitted by the contractor after delivery and acceptance has occurred.

SPECIFICATIONS (cont'd.)

F. PERFORMANCE AGREEMENT: (cont'd.)

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

G. 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.

H. DELIVERY INSTRUCTIONS:

1. 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. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates, but are urged to submit their orders as quickly as possible after receipt of the contract.
2. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the contract price.
3. Any order received by the contractor after the build-out date will be subject to availability. The contractor reserves the right to accept or reject these orders. The contractor will be required to notify the ordering agency, within five (5) working days, after the purchase order has been received by the contractor, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price.

SPECIFICATIONS (cont'd.)

V. NOTES:

- A. **WARRANTY:** Unless ordered with extended warranty, manufacturer's standard warranty shall apply - Copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.
- B. Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with state of Ohio requirements (See "Contract Terms & Conditions"). Any extra accessories delivered on vehicles cannot and will not be paid for.
- C. Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.
- D. **EPA ESTIMATED MILEAGE:** Vehicles bid shall be equipped with an engine that meets at least the minimum requirements for the EPA Estimated Mileage as stated in the state of Ohio specification sheet. In the instance where an EPA Estimated Mileage is not available, the bidder is to supply the manufacturer's estimated mileage for the engine quoted.
- E. **ADDITIONAL OPTIONS:** Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid. The additional options being offered must not change the item model being bid. Option prices bid are to be less than the manufacturer's suggested retail price(s).

SPECIFICATIONS (cont'd.)

4DR SUV – R2WD Item Number 3

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make	Chevrolet	Flexible Fuel Vehicle (FFV)	Required
Mfg. Model	Tahoe	Rear Window Defroster	Wire in glass
Seating Capacity	5	Fresh Air Temperature Controlled Heater	w/ Windshield Defrosters
# of Doors	4	Intermittent Windshield Wipers	w/ dual speed
Wheelbase (.in)	116	Trunk / Cargo Light	Automatic
Base Curb Weight (lbs.)	5,200	Interior Lighting	Over head dome and map or dome driver light
Body Side Moldings (Installed)	Required FR & RR	Air Conditioning	Required (Front and Rear)
Power Train	Rear 2-Wheel Drive	Seat Covering	Cloth FR, Vinyl RR
Engine Type (Cylinder/Liter)	V8 / 5.3L	Floor Covering	Heavy – duty rubber
Horsepower (HP)	320	Radio – Factory Installed	AM/FM
Cooling System	Heaviest Duty Available	Front Seat Type	Bucket adjustable –no center console
Automatic Transmission w/ Cruise Control	Auto, 6-sp	Rear Seat Type	Split 60/40 Bench
Alternator (amps)	160	Power Antilock Brakes (Front and Rear)	Required
Battery (CCA)	730	Air Bag Restraint System (Driver and Passenger)	Required
Fuel Capacity (gals.)	26	Supplemental Restraint System (Driver and Passenger)	Required
Exterior Mirrors – Right and Left mounted	Remote Controlled	Tires – Pursuit / Speed Rated, per Manufacture recommendation	All Season, Steel Belted, Black wall
Keyed Door Lock (Driver side min.)	Power w/ Remote Keyless Entry	Spare Tire / Wheel	Full size
Steering	Power	Radio Suppression System	Required
Electronic Door Locks / Electronic Windows	Required – Driver control lock out	12 Volt Power outlet, in front compartment	Required
Rust Proofing	Min factory warranty	Interior Rear View Mirror	Day/Night
Paint	Standard min.	Fuel at delivery	½ tank
Left Handed Spotlight, Pillar Mounted	Required	Mfg. Standard Warranty	Min. 3/36 Bumper to Bumper and 5/100 Powertrain
Glass	High Strength Factory Tinted	Speedometer / Std gage package	Required
Arm Rest on Front Doors	Required	Hood Latch Release	Inside passenger compartment only
Foam Front Seat Cushion	Required	Rear Window Wiper / Washer	If applicable
Dual Horns, Factory Installed	Required	Remote Control Rear Gate Release by Driver	Required, if available
Assist Steps	Required	Rear Door	Lift Gate

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

SPECIFICATIONS (cont'd.)

4DR SUV – R2WD Item Number 3

Dimensions/Ratings	Min. Req.	
EPA Estimated Mileage (City/Combined/Highway)	15/17/21 Gasoline 10/15 E85	
Head Room (Front/Rear) in.	41/39	
Leg Room (Front/Rear) in.	41/39	
Shoulder Room (Front/Rear) in.	65/65	
Trunk/Luggage Area (cu. ft.)	108	

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

BID PRICE

ITEM -3- SPORT UTILITY VEHICLE, POLICE SPECIAL, 4 DOOR, REAR 2-WHEEL DRIVE

DELIVERY: 120 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: Arlington, TX

CONTRACTOR: Taylor Chevrolet	MFG: Chevrolet	MODEL: Tahoe	MODEL NUMBER: CC10706
REAR END GEAR RATIO: 3.08			
ITEM NO.: 11550			UNIT PRICE: \$24,669.00

List any exceptions to the specifications:

<u>ITEM NO.</u>	<u>MILEAGE</u>	<u>UNIT COST</u>
11590	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$.21 per mile
11591	Minimum Delivery Charge, Not to Exceed \$50.00	\$50.00

<u>ITEM NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
11553	CK10706	4 Wheel Drive	\$4059.00
11554	6A6	Dual 770 CCA Batteries	\$154.00
11558	6N6	Inside Rear Door Locks Inoperable	\$65.00
11559	6B2	Inside Rear Door Handles Inoperable	\$65.00
11560	6N5	Inside Rear Window Switches Inoperable	\$55.00
	Standard	Heated outside rearview mirrors	\$0
17163	B30	Carpet	\$189.00
11562	PM	Parts Manual (Bidder to specify Paper or CD: Paper	\$195.00
11563	SM	Shop Manual (Bidder to specify Paper or CD: Paper	\$195.00
11564	TT	30-Day Tag	\$18.50

BID PRICE

ITEM -3- SPORT UTILITY VEHICLE, POLICE SPECIAL, 4 DOOR, REAR 2-WHEEL DRIVE (cont.)

<u>ITEM NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
17164	A7	Additional set of FOB Keys	<u>\$250.00</u>
	N/A	Additional Option Package (Bidder to specify type: _____)	<u>\$</u>

Deleted Options

	B85	No Body side Moldings - Deduct	<u>-\$84.00)</u>
	9G8L7	Daytime Running Lights- Deduct	<u>-\$0)</u>
	NS	No Spotlight – Deduct	<u>-\$291.00)</u>
	NR	No-Radio – Deduct	<u>-\$0)</u>

List standard paint colors:

Black, White, Gold Mist, Taupe Gray, Sheer Silver, Mocha Steel – Additional Colors available at an additional charge.

SPECIFICATIONS (cont'd.)

4DR Sedan – Large V6 RWD Item Number 4

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make	Dodge	Rear Window Defroster	Wire in glass
Mfg. Model	Charger	Fresh Air Temperature Controlled Heater	w/ Windshield Defrosters
Seating Capacity	5	Intermittent Windshield Wipers	w/ dual speed
# of Doors	4	Trunk Light	Automatic
Wheelbase (.in)	120	Interior Lighting	Over head dome and map or dome driver light
Base Curb Weight (lbs.)	4,065	Air Conditioning	Required
Body Side Moldings (Installed)	Required FR & RR	Seat Covering	Cloth FR, Cloth RR
Power Train	Rear Wheel Drive	Floor Covering	Carpet
Engine Type (Cylinder/Liter)	V6 / 3.6L	Floor Mats	Heavy Duty FR/RR Required
Horsepower (HP)	291	Radio – Factory Installed	AM/FM
Cooling System	Heaviest Duty Available	Front Seat Type	Bucket adjustable –no center console
Automatic Transmission w/ cruise control	Auto, 5-sp	Rear Seat Type	Bench – no center console
Alternator (amps)	220	Power Antilock Brakes (Front and Rear)	Required
Battery (CCA)	800	Air Bag Restraint System (Driver and Passenger)	Required
Fuel Capacity (gals.)	19	Supplemental Restraint System (Driver and Passenger)	Required
Exterior Mirrors – Right and Left mounted	Remote controlled	Tires – Pursuit / Speed Rated, per Manufacture recommendation	All Season, Steel Belted, Black wall
Keyed Door Lock (Driver side min.)	Power w/ Remote Keyless Entry	Spare Tire / Wheel	Full size
Steering	Power	Radio Suppression System	Required
Electronic Door Locks / Electronic Windows	Required – Driver control lock out	12 Volt Power outlet, in front compartment	Required
Rust Proofing	Min factory warranty	Interior Rear View Mirror	Day/Night
Paint	Standard min.	Fuel at delivery	½ tank
Left Handed Spotlight, Pillar Mounted	Required	Mfg. Standard Warranty	Min. 3/36 Bumper to Bumper and 5/100 Powertrain
Glass	High Strength Factory Tinted	Speedometer / Std gage package	Required
Arm Rest on Front Doors	Required	Hood Latch Release	Inside passenger compartment only
Foam Front Seat Cushion	Required	Rear Window Wiper / Washer	If applicable
Dual Horns, Factory Installed	Required	Remote Control Trunk Release by Driver	Required

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

SPECIFICATIONS (cont'd.)

4DR Sedan – Large V6 RWD Item Number 4

Dimensions/Ratings	Min. Req.	
EPA Estimated Mileage (City/Combined/Highway)	19/21/26 Gasoline	
Head Room (Front/Rear) in.	38/36	
Leg Room (Front/Rear) in.	41/40	
Hip Room (Front/Rear) in.	56/56	
Shoulder Room (Front/Rear) in.	59/57	
Trunk/Luggage Area (cu. ft.)	14.8	

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

BID PRICE

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

DELIVERY: 90-120 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: Brampton Ontario, Canada

CONTRACTOR: Greve Chrysler	MFG: Dodge	MODEL: Charger	MODEL NUMBER: LDDE48
REAR END GEAR RATIO: 2.65			
ITEM NO.: 201			UNIT PRICE: \$21,313.00

List any exceptions to the specifications:

<u>ITEM NO.</u>	<u>MILEAGE</u>	<u>UNIT COST</u>
11592	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$.29 per mile *
11593	Minimum Delivery Charge, Not to Exceed \$50.00	\$50.00

<u>ITEM NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
18287	AHM	8 Way Power Seat – Driver Side	\$1124.00
	STD	Supplemental Side-Curtain Air Bags, front and Rear outboard passenger	\$STD
11569	ALT LED	Inside Trunk Lid Flashing Warning Lights (Activated when trunk lid is raised)	\$479.00
11573	X5	Vinyl Rear Bench Seat	\$119.00
11578	CKJ	Heavy Duty Black Vinyl Floor Covering	\$74.00
	N/A	Daytime Running Lights	N/A
11572	2TP	Special paint option (Two-Tone) Call for Availability	\$2500.0
*18248	GUK	Exterior Heated Mirrors	\$59.00
	N/A	Parts Manual (Bidder to specify Paper or CD: _____)	\$ _____
	N/A	Shop Manual (Bidder to specify Paper or CD: _____)	\$ _____

* Indicates an update to Item Number 18248.

BID PRICE

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

<u>CONTRACTOR'</u>			
<u>ITEM NO.</u>	<u>S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
11576	TEMP	30-Day Tag	\$18.50
17165	KEY	Additional set of FOB Keys	\$70.00
17166	AEB	Street Appearance package	\$494.00
11579	LNA	Matching RH Spot Lamp	\$199.00
11577	29A	5.7L V8 Engine	\$1842.00
17167	ECC	Additional Option Package (Bidder to specify type: Extra Colors).	\$290.00

Deleted Options

	N/A	No Body side Moldings - Deduct	-\$0)
	LNF	No Spotlight – Deduct	-\$130.00)
	N/A	No Roof Panel Hole - Deduct	-\$0)
	N/A	No-Radio – Deduct	-\$0)

List standard paint colors:
 Billet Metallic, Bright White, Brilliant Black, Tungsten Metallic.

Additional Extra Colors: Blackberry Pearl, Toxic Orange Pearl.

SPECIFICATIONS (cont'd.)

4DR Sedan – Large V8 RWD Item Number 5

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make	Chevrolet	Rear Window Defroster	wire in glass
Mfg. Model	Caprice	Fresh Air Temperature Controlled Heater	w/ Windshield Defrosters
Seating Capacity	5	Intermittent Windshield Wipers	w/ dual speed
# of Doors	4	Trunk Light	Automatic
Wheelbase (in.)	118.5	Interior Lighting	Over head dome and map or dome driver light
Base Curb Weight (lbs.)	4,259	Air Conditioning	Required
Body Side Moldings (Installed)	Required FR & RR	Seat Covering	Cloth FR, Cloth RR
Power Train	Rear Wheel Drive	Floor Covering	Carpet
Engine Type (Cylinder/Liter)	V8 / 6.0L		
Horsepower (HP)	355	Radio – Factory Installed	AM/FM
Cooling System	Heaviest Duty Available	Front Seat Type	Bucket adjustable – no center console
Automatic Transmission	Auto, 6-sp	Rear Seat Type	Bench – no center console
Alternator (amps)	170	Power Antilock Brakes (ABS) (Front and Rear)	Required
Battery (CCA)	700	Air Bag Restraint System (Driver and Passenger)	Required
Fuel Capacity (gals.)	19	Supplemental Restraint System (Driver and Passenger)	Required
Exterior Mirrors – Right and Left mounted	Heated / Remote controlled	Tires – Pursuit / Speed Rated, per Manufacture recommendation	All Season, Steel Belted, Black wall
Keyed Door Lock (Driver, Front Pass, side & Trunk min.)	Power w/ Remote Keyless Entry	Spare Tire / Wheel	Full size
Steering	Power / Tilt	Radio Suppression System	Required
Electronic Door Locks / Electronic Windows (factory standard)	Required – Driver control lock out	12 Volt Power outlet, in front compartment	Required
Rust Proofing	Min factory warranty	Interior Rear View Mirror	Day/Night
Paint – Specify Std Colors	Standard min.	Fuel at delivery	½ tank
Left Handed Spotlight, Pillar Mounted	Required	Mfg. Standard Warranty	Min. 3/36 Bumper to Bumper and 5/100 Powertrain
Glass	High Strength Factory Tinted	Speedometer / Std gage package	Required
Arm Rest on Front Doors	Required	Hood Latch Release	Inside passenger compartment only, by driver side
Foam Front Seat Cushion	Required	Remote Control Trunk Release by Driver	Required
Flexible Fuel Vehicle (FFV)	Required	Dual Horns, Factory Installed	Required

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

SPECIFICATIONS (cont'd.)

4DR Sedan – Large V8 RWD Item Number 1

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

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

BID PRICEITEM -#5- AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, LARGE SIZE V8, REAR WHEEL DRIVE

DELIVERY: 120 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: Elizabeth, Australia

CONTRACTOR: Taylor Chevrolet	MFG: Chevrolet	MODEL: Caprice	MODEL NUMBER: 1EW19
REAR END GEAR RATIO: 2.92			

ITEM NO.: 18227	UNIT PRICE: \$25,288.00
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List any exceptions to the specifications:

ITEM NO.	MILEAGE	UNIT COST
11590	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$.21 per mile
11591	Minimum Delivery Charge, Not to Exceed \$50.00	\$50.00

ITEM NO.	CONTRACTOR'S ORDER NO.	OPTIONS	UNIT COST
18228	AYO	Air Bag, Head Curtain Roof Rail Mounted	\$74.99
18229	T53	Inside Trunk Lid Flashing Warning Lights (Activated when trunk lid is raised)	\$424.00
18230	6N6	Rear Door Locks and Handle Inoperative	\$65.00
18231	K4S	Battery, Auxiliary in Trunk	\$249.00
18232	6E3/4	Keys Common	\$24.00
18233	PM	Parts Manual (Bidder to specify Paper or CD: __P__)	\$195.00
18234	SM	Shop Manual (Bidder to specify Paper or CD: __P__)	\$195.00
18235	TT	30-Day Tag	\$15.00
18236	AMF	Additional set of FOB Keys	\$149.00
18237	AEH	Vinyl Flooring	\$109.00
18238	B42	Mat – Trunk, custom, fitted, heavy duty vinyl	\$94.00
N/A	AP	Additional Option Package (Bidder to specify type: N/A)	\$0
18239	VVS	Delete Daytime Running Lamps and Auto Headlamps	\$24.00
18240	6J7	Flasher System, Headlamp and Tail Lamp	\$374.00

BID PRICEITEM -5- AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, LARGE SIZE V8, REAR WHEEL DRIVE (cont'd.)

18241	B34	Mats – Carpeted front and B35 rear (not available with 6A3 vinyl floor)	\$79.00
18242	BTV	Remote Vehicle Start	\$294.00
18243	A6F	Seat – Front passenger 8-way power vertical and recline.	\$194.00
18244	AEH	Seat – Rear Vinyl, requires 6A3 vinyl floor covering.	\$109.00
18245	6J3	Wiring – For grille lamps and siren speakers	\$169.00
18246	6J4	Wiring – For horn/siren circuit	\$64.00
18247	WX7	Wiring – For customer connection to front speaker, includes radio mute circuit.	\$84.00

<u>ITEM NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>Deleted Options</u>	<u>UNIT COST</u>
	BM	No Body side moldings - Deduct	-\$0)
	NS	No Spotlight – Deduct	-\$291.00)
	ND	No Dome / map light –Deduct	-\$164.00)
	NR	No-Radio – Deduct	-\$0)
	6N5	Rear windows power delete - Deduct	-\$58.00)

List standard paint colors:

Silver Pearl, Heron White, Red Hot, Jade Green, Phantom Black, Mirage Gold, Alto Gray.

CONTRACTOR INDEX (cont.)

CONTRACTOR AND TERMS



52914
Taylor Chevrolet
2510 N. Memorial Dr.
Lancaster, OH 43130

CONTRACT: RS901410-4
DELIVERY: 120 Days
TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Jeff Peterseim

Telephone: (740) 652-2234
Toll Free: (800) 345-4910
Fax: (740) 653-6003
E-Mail: taylorfleet1@yahoo.com

Preferred Method of Receiving Purchase Orders:

Fax: (740) 653-6003

ITEM NO: 4762 Add or Delete Options, Delivery and Storage Charges.

CONTRACTOR AND TERMS



* 65288
Greve Chrysler Jeep Dodge, Inc.
756 West Ervin Road
Van Wert, OH 45891

CONTRACT: RS901410-6
DELIVERY: 120 Days
TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Al Matarese

Telephone: (419) 238-3944
Toll Free: (866) 313-5042
Fax: (866) 832-4430
E-Mail: alm@grevechrysler.com

Preferred Method of Receiving Purchase Orders:

Fax: (866) 832-4430

ITEM NO: 4762 Add or Delete Options, Delivery and Storage Charges.

* Indicates an update to the vendor ID for Greve Chrysler Jeep Dodge, Inc.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
11	06/17/11	Indicates an update to tem Number 18248
10	06/03/11	Indicates an update to the vendor ID for Greve Chrysler Jeep Dodge, Inc.
9	05/13/11	Issued to notify that Items 3 and 4 will be extended to the end of the contract with prices unchanged. Item 5 build out date has been changed to 6/3/11.
8	03/11/11	Issued to notify of build out dates of 03/04/11 for item 2, 05/06/11 for item 3, 04/28/11 for item 4, and 04/15/11 for item 5.
7	1/21/11	Indicates an update to the Unit Cost per mile for Item 4 and to notify of a build out date of 02/28/11 for Item# 1.
6	12/01/10	Indicates the addition of Contract Part B. New vehicles awarded for Items 3, 4 and 5. Repaginated.
5	09/30/10	Indicates an update to the contract number for Statewide Ford Lincoln Mercury, Inc.
4	07/30/10	Indicates contract renewal for Items 1 and 2 for 2011 with 2010 pricing. Items 3 and 4 will not be renewed but may be bid at a later date. Repaginated.
3	03/24/10	Issued to notify of build out date of 04/02/10 for Item# 2 and update Contract Analyst on pages 1 and 5.
2	03/15/10	Issued to notify of build out date of 05/24/10 for Item# 1 and update Contract Analyst on pages 1 and 5.
1	03/01/10	Issued to notify of build out date for Item# 3.