

# INVITATION TO BID

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

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <b>OT903813</b>	OPENING DATE (1:00 p.m.) <b>DECEMBER 28, 2012</b>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
		CONTRACTOR'S E-MAIL ADDRESS	
REQ./INDEX NO. <b>DAS033</b>	BID NOTICE DATE <b>DECEMBER 18, 2012</b>		
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%,10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____Days, Net 30 Days			
<u>PARTICIPATING AGENCY(IES):</u> ALL STATE AGENCIES			
<b>ADDENDUM FOR CHANGE</b> <b>ADDENDUM NO.: 1</b> <b>REVISION DATE: 12/18/12</b>			
<u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</u> <b>FLEET MASTER LEASE LESSOR</b>			
Attached are pages 1, 5, 7,11 and 16 to this Invitation to Bid. Remove the corresponding pages from the existing bid and replace with the attached.			
As indicated herein this addendum is issued to change the contract expiration date from November 30, 2015 to December 31, 2015. * indicates change			

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Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. <b>DAS033</b>	BID NOTICE DATE <b>DECEMBER 7, 2012</b>	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
<b>PARTICIPATING AGENCY(IES): ALL STATE AGENCIES</b>			
<b>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</b>			
<b>FLEET MASTER LEASE LESSOR</b>			
<b>* Indicates contract expiration date</b>			
<u>TERM OF CONTRACT:</u> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>January 1, 2013</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire * <u>December 31, 2015</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
<u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u> , Revised 09/2012, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: <u>Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions.</u> All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at <a href="http://www.procure.ohio.gov/">www.procure.ohio.gov/</a> . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE	

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

\* **CONTRACT RENEWAL:** Contract renewal shall be in accordance with Article S-6 of the Contract Terms and Conditions. The initial duration of this contract shall be from January 1, 2013 through \* December 31, 2015. This may be immediately followed by two (2) two-year renewals subject to mutual agreement between the State of Ohio and each bidder. The cumulative time of all renewals may not exceed forty eight (48) months unless DAS determines that additional renewal is necessary.

**SUBCONTRACTS:** In addition to the utilization of any facilities, which the successful Bidder may own, or control, the successful Bidder shall not have the right to enter into written subcontracts.

**ASSIGNMENT OF CLAIMS:** The successful Bidder will not sell, assign, or pledge this contract as collateral for a loan or take any other action which may tend to encumber the direct contractual relationship between the State of Ohio and the successful Bidder without express written permission of all the parties required to affix their signatures thereto by Ohio law. This contract is voidable and subject to immediate termination by the State of Ohio upon the Contractor's becoming insolvent or filing proceeding in bankruptcy or reorganization under Title XI of the United States Code.

**TERMINATION:** The contract shall be subject to the following termination provisions;

1. Termination by mutual written agreement of the contracting parties.
2. Termination by the State for cause upon the failure of the Contractor to comply with the terms and conditions of the contract provided that the State shall give the Contractor written notice mailed by registered or certified mail with return receipt requested. Such termination notice will not be given unless the State had previously notified the Contractor of all deficiencies and had given the contractor reasonable time to correct them. Such terminations shall be effective thirty (30) days after the Contractor receipt of such notice is returned to the State. Termination for cause shall create a liability upon Contractor to pay reasonable termination costs as determined by the State. Termination for cause includes, but not limited to:
  - a. Failure of the Contractor to comply with any of the requirements of the ITB or the contract.
  - b. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this contract, this contract shall be canceled.
3. Upon filing of a petition in bankruptcy or insolvency by or against Contractor, the State may deem the contract terminated without termination costs to the State. Such termination shall not waive the State's right to file claims against the bankrupted or its bonded, its surety.
4. The contract shall terminate upon expiration of the effective period specified.
- \* 5. The contract period shall be from January 1, 2013 through December 31, 2015. The contract shall not bind, nor purport to bind the State for any contractual commitment in excess of the original contract period.

**ECONOMY OF PRESENTATION:** The Bid should be prepared simply and economically, providing a straightforward concise delineation of capabilities to satisfy the requirements of this Bid. Emphasis on completeness, clarity of content, and following the format and instructions contained herein, will be essential for expediting the evaluation of Bids received.

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

\* Indicates expiration date change

**DEFINITIONS:** The following terms may be used throughout this document and shall be defined as:

1. OFM = Office of Fleet Management
2. DAS = Department of Administrative Services
3. Lessee = An Agency that has executed an Agency Lease
4. Lessor = Awarded Contractor

**ESTIMATED LEASE BUDGET:**

Period	Estimated Total Acquisition Amount
July 1, 2012 through June 30, 2013 (FY13)	\$1.4 million
July 1, 2013 through June 30, 2014 (FY14)	\$2.0 million
July 1, 2014 through June 30, 2015 (FY15)	\$2.5 million

Note: These values are budget estimates only and do not constitute a guarantee of purchase volume. Total actual acquisition amounts may be less than or exceed these estimated amounts dependent upon the actual amount of qualifying expenditures by DAS and eligible State agencies.

\* TERM: This Agreement shall be in effect from the Agreement Date until the final payment date of any lease payment under any agency lease. Motor vehicles can be acquired under this Agreement for an Acquisition Period terminating on \*December 31, 2015. This Agreement may be renewed for an additional (2) two (24) twenty-four month Acquisition Periods with mutual consent.

STRUCTURE: Quarterly payments of principal and interest in arrears. Level debt by schedule. First payment date will be no sooner than thirty (30) days after the initial funding date.

All costs must be in U.S. Dollars.  
 The State will not be responsible for any costs not identified.  
 There will be no additional reimbursement for travel or other related expenses.

Example Calculation:

This table should show the rates the state of Ohio will be paying based on the additional Administrative Functions as specified within this document (ex: Purchase Order to Dealer, receiving and paying vendor invoices). The table below is an example of how the State of Ohio Interest Rate is calculated. The State recognizes that the rates may vary and that the state of Ohio will pay the State of Ohio Rate times the Index rate at the time of funding, rounded to the nearest one-hundredth of one percent (.00 through .04 is rounded down; .05 through .09 is rounded up).

**Treasury Constant Rate Maturities Example Calculation**

Term	Treasury Constant Maturities Rate	State of Ohio Rate (Treasury)	State of Ohio Interest Rate (Treasury)
Three Years	.31%	195.0%	.60%
Four Years <sup>(3)</sup>	.47%	172.0%	.76%
Five Years	.62%	149.0%	.92%
Six Years <sup>(4)</sup>	.88%	145.0%	1.28%
Seven Years	1.04%	141.0%	1.47%

(1) State of Ohio Interest Rates are based on the Treasury Constant Maturities and Interest Rate Swaps indices published on the web site: <http://www.federalreserve.gov/RELEASES/H15/update/default.htm>

(2) Sample rates as of 10/01/12

(3) Four Year Rate = Average of 3 and 5 year Treasury Constant Maturities rates on the date of funding.

(4) Six Year Rate = Average of 5 and 7 year Treasury Constant Maturities rates on the date of funding.

\* Indicates expiration date change

**ATTACHMENT ONE**  
**STATE OF OHIO**  
**MASTER MOTOR VEHICLE FINANCING AGREEMENT**

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**THIS STATE OF OHIO MASTER MOTOR VEHICLE FINANCING AGREEMENT** ("Agreement"), dated as of the Agreement Date, is made and entered into by and between **the awarded contractor**, a corporation duly organized and existing under the laws of the State of Ohio, as lessor ("Lessor"), whose principal business address is as shown on the execution page hereof; and the State of Ohio (the "State"), acting by and through the Ohio Department of Administrative Services of the State ("DAS"), whose address is as shown on the execution page hereof, for various Agencies of the State.

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I: DEFINITIONS AND EXHIBITS**

**Section 1.1 Definitions.** The following terms have the meanings specified below unless the context clearly requires otherwise.

**Acceptance Date:** The date an Agency accepts Motor Vehicles as evidenced in the applicable Certificate of Acceptance.

\* **Acquisition Period:** The period during which Motor Vehicles may be leased pursuant to this Agreement. Such period shall commence on the effective date of the contract, January 1, 2013 and end on \* December 31, 2015, unless such Acquisition Period is extended pursuant to Section 4.1 hereof or terminated earlier pursuant to Section 4.2 hereof.

**Agency:** Any organized body, office or agency established by the laws of the State for the exercise of any function of state government that receives appropriations from the General Assembly of the State.

**Agency Acknowledgment:** The acknowledgment by an Agency executing a Motor Vehicle Schedule, subjecting it to the provisions of this Agreement, in the form of Certificate of Acceptance set forth in Exhibit C hereto.

**Agency Lease:** With respect to each Motor Vehicle Group leased by an Agency, this Agreement, together with the Agency Acknowledgment, and the fully executed Motor Vehicle Schedule relating thereto, shall constitute a separate contract relating to such Motor Vehicle Group. Each Agency Lease shall be dated as of the date all documents the Lessee is required to submit hereunder are finally submitted.

**Agreement:** This State of Ohio Master Motor Vehicle Financing Agreement between the State, acting by and through DAS and **the awarded contractor**, dated as of the Agreement Date.

**Agreement Date:** the effective date of the contract, **Award Date**

**Business Day:** Any day other than Saturday, Sunday or a day on which the offices of the State are permitted by law to be closed.

**Code:** The Internal Revenue Code of 1986, as amended.

**DAS Director:** The Director of Administrative Services of the State.

**Events of Default:** Those events described in Section 12.1.

\* Indicates expiration date change

**ARTICLE III: LEASE OF MOTOR VEHICLES**

**Section 3.1. Acquisition of Motor Vehicles.**

- \* (a) By execution hereof, Lessor agrees to lease and sell motor vehicles as requested by one or more Lessees commencing the effective date of the contract, 01/01/2013 (***may change***) and for such subsequent periods as may be mutually agreed in writing between DAS and the Lessor; provided, however, that nothing in this Agreement obligates any Agency, DAS, the State or any combination of them, to enter into any Agency Leases in any amount.
- (b) Each Agency Lease is subject to Section 126.07 of the Revised Code, which provides, in part, that an Agency Lease will not be valid or enforceable until the Director of the Office of Budget and Management certifies that there are appropriated funds available to pay the lease payments there under.
- (c) With respect to each proposed Agency Lease, a prospective Lessee shall advise DAS of its intention to lease motor vehicles, the motor vehicle cost, the Vendor, expected delivery date and the desired lease terms for such motor vehicles, by submission of an application in the form provided by DAS.
- (d) After review and approval, DAS shall prepare its Approval Letter in substantially the form attached hereto as Exhibit A and promptly forward same and Exhibit B, and the Agency purchase requisition to the Lessor for approval. Lessor shall immediately review such Approval Letter and give approval either verbally or by e-mail, and promptly confirm in writing by execution of such Approval Letter in the space provided. The Lessor shall promptly return the executed Approval Letter to DAS along with Exhibit B completed to the extent possible. Upon receipt of the executed Approval Letter from DAS, Lessor shall order the Motor Vehicle Group from the designated Vendor or Vendors and send an order acknowledgment to the Lessee and DAS upon completion of the order. The acknowledgement shall contain sufficient detail as to confirm the content of the vehicle as ordered.
- (e) The Lessor's approval of DAS's Approval Letter shall constitute a commitment by Lessor to lease and sell to the Lessee such Motor Vehicles at the rate of interest stated therein.
- (f) Motor Vehicle Schedules will be funded in their entirety upon the receipt of a completed Certificate of Acceptance designating that the initial delivery of vehicles listed on the schedule has been made to and accepted by the Lessee. In the event that the Certificate of Acceptance received by the Lessor represents a partial delivery of the vehicles listed in the Motor Vehicle Schedule, the remaining funds will be placed in a suspense account that will be used to pay for the balance of vehicles as they are delivered and accepted by the Lessee. All vehicles listed on a motor vehicle schedule will have a common funding date and payment schedule as established on the amortization schedule provided by the Lessor.
- (g) Lessor shall make payment to a Vendor for a Motor Vehicle Group within thirty (30) days after Lessor has received all of the following in form and substance satisfactory to Lessor (provided, however, Lessor shall make no payment to a Vendor for any Motor Vehicle for which Lessor did not receive a Certificate of Acceptance prior to the Final Acceptance Date): (i) Exhibit B executed by Lessor and Lessee; (ii) a Certificate of Acceptance in the form of Exhibit C executed by Lessee; (iii) evidence of insurance and/or self-insurance with respect to the Motor Vehicle Group in compliance with Article VI of this Agreement; (iv) Vendor invoice(s) and/or bill of sale relating to the Motor Vehicle Group; (v) the original certificate of title or manufacturer's certificate of origin and title application in conformity with certificate of title laws; (vi) executed opinion of State Counsel in the form of Exhibit D, and (vii) any other documents or items reasonably required by Lessor. Lessor shall promptly notify Lessee and DAS of the Funding Date by providing, in writing or by e-mail, a final payment schedule that is substantially in the form of Exhibit B-2.

\* Indicates date change