

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

MANDATORY USE CONTRACT FOR: NEW, MODEL YEAR 2022 OR MANUFACTURER'S CURRENT PRODUCTION MODEL, LAW ENFORCEMENT VEHICLES

CONTRACT No.: RSI006716

CONTRACT ID: 6716

EFFECTIVE DATES: 12/23/2021 to 10/31/2022

SUPPLIER: MONTROSE FORD INC.

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. SRC0000001531 that opened on 11/24/21. 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 Instructions to Bidders and Standard 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.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 10/31/24 unless the Contracting Agency determines that additional renewal is necessary.

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.

This Requirements Contract and any Amendments thereto are available from the Ohio|Buys public portal at the following address:

<https://supplier-emarketplace.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Signed: \_\_\_\_\_

Kathleen C. Madden, Director

\_\_\_\_\_ Date

**1 - SPECIFICATIONS AND REQUIREMENTS**

**1.1 - SCOPE**

These specifications define the State’s requirements for new, Model Year 2022 or manufacturer’s current production model, law enforcement vehicles to be utilized by State Agencies in the operation of State government, primarily for law enforcement work. This includes political subdivisions that are members of the Department of Administrative Services, Office of Procurement Services Cooperative Purchasing program.

Vehicle shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed below, must not be removed from the vehicle. Manufacturer’s disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.

**1.2 - CLASSIFICATION**

The information listed below is based upon vehicle purchases the Office of State Procurement had received from usage reports. Due to the life cycle of vehicles, usage data will change from year to year. The State makes no representation or guarantee as to the actual number of vehicles that will be purchased by participating agencies.

Item Number	Estimated Usage	Classification
2	1 Unit	Ford Interceptor: Sport Utility Vehicle-4 Door-V6- All Wheel Drive

**1.3 - APPLICABLE DOCUMENTS**

The following documents are applicable to this Contract:

- A. [Ohio Revised Code Section 125](#)
- B. Ohio Revised Code Chapters [4501](#), [4503](#), [4513](#), and [4517](#)
- C. Ohio Administrative Code Sections [4501:1-3-05](#)
- D. Federal Motor Vehicle Safety Standards (FMVSS)
- E. Society of Automotive Engineers (SAE) Automotive Technical Standards
- F. Occupational Safety & Health Administration (OSHA) Regulations
- G. U.S. Environmental Protection Agency (EPA) Laws & Regulations
- H. Model Year 2022 or Manufacturer’s most current Model EPA Fuel Economy Guide
- I. State of Michigan, Department of State Police, National Law Enforcement & Corrections Technology Center and Department of Technology Management and Budget, Model Year 2021 or Manufacturer’s most current Model Police Evaluation Program.

#### 1.4 - REQUIREMENTS

In addition to the Model Year 2022 or Manufacturer's most current Model Year State of Ohio Law Enforcement Vehicles minimum specification sheets, the following items of factory-installed equipment shall be required as Standard Equipment on each vehicle listed in this bid, unless otherwise noted. Optional Equipment required to be furnished on the unit is noted on the State's Specifications. Options listed herein, are to be factory installed except for items(s) not available from the factory.

##### 1.4.1 - REQUIRED STANDARD EQUIPMENT

The following is required standard equipment:

- A. 12V power point
- B. 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 included with this bid certifying compliance of this requirement. NOTE: Failure to provide this warranty may result in disqualification of this bid.
- C. Spare wheel and tire or tire mending kit is to be manufacturer's standard for the model bid.
- D. All vehicles to be delivered with fuel tank at least one-half (1/2) full.
- E. 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 noises shall not exceed ½ 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 interference problems encountered with any of the on-board systems of the supplied vehicles. It is the responsibility of the contractor to ensure that operation of properly installed two-way mobile low band radio transmitters will not adversely affect the operation of the vehicle in any manner.

- F. 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).
- G. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and manufacturing 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.
- H. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
- I. Additional Option Package: This has been included on the pricing pages for the bidder to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to assure that the entire content(s) of the Option Package is made available to the ordering entity and is what the ordering entity is requesting to be included with their purchase.

##### 1.4.2 - OPTIONAL EQUIPMENT, TRUNK LID WARNING FLASHING LIGHTS

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

## 1.5 - DELIVERY

### 1.5.1 - ORDER CONFIRMATION

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 (for Delayed Delivery refer to section 1.5.3).

### 1.5.2 - ORDERING ENTITY CONTACT

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.

### 1.5.3 - DELAYED DELIVERY

- A. 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 be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.
- B. 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 rate of such charges shall be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.

### 1.5.4 - DELIVERY INSTRUCTIONS

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

### 1.5.5 - MANUFACTURERS PRODUCTION TERMINATION NOTICE (BUILD-OUT)

- A. The contractor is required to notify the Office of Procurement Services when build out dates are released by the manufacturer. A Build Out Schedule is listed in the Contract to assist entities in planning vehicle purchases. If an order is accepted by the contractor after the build out date and price protection for the new model year has not been established, the normal delivery timeline for delivery is required.
- B. 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.
- C. 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.

- D. 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

#### 1.6 - NOTES

##### 1.6.1 - 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.

##### 1.6.2 - SPECIFICATION CONFORMATION & EXTRA ACCESSORIES

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. Any extra accessories delivered on vehicles cannot and will not be paid for.

##### 1.6.3 - ORDERING REQUIREMENTS/LIMITATIONS

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.

##### 1.6.4 - 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.

If offering additional options, include the information in the Additional Option Package on the Item Grid.

##### 1.6.5 - DIFFERENTIAL TYPE/RATIO

For the purposes of this bid the terms limited slip, anti-spin, automatic locking, rear locking, TRAC-LOC, etc. are to have the same meaning. The bidder is to state the standard rear axle ratio being provided (include information on the Specification Identification & Unspecified Option Price form and attach form via Questionnaire) and is to quote any additional ratio that may be available when preparing their bid.

Standard Rear Axle Ratio, Ford Interceptor SUV

- Hybrid 3.3L V-6 and 3.3L V6 Direct-Injection (FFV): 3.73
- 3.0L V6 Ecoboost: 3.31

##### 1.6.6 - MILES PER GALLON REQUIREMENT (2019 DATA) 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.

#### 1.7 - SPECIFICATION SHEETS

Shown below are the specifications requirements for equipment that the State desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Department of Administrative Services. List all deviations providing equivalent performance in the Questionnaire. Failure to comply may deem the bid not responsive.

ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

Line No.	Standard Specification Items	Minimum Requirements
<b>Brand</b>		
1	Manufacturer Make	Ford (No Equivalent Offer)
2	Manufacturer Model	Interceptor SUV (No Equivalent Offer)
<b>Powertrain</b>		
3	Engine Type (Liter/Cylinder)	Hybrid Engine 3.3L V-6
4	Horsepower (Net HP)	285
5	Transmission	Automatic, 10 Speed
6	Drive Type	All Wheel Drive
7	Alternator (amps)	220
8	Flexible Fuel Vehicle (FFV)	Available with the 3.3L V6 Direct-Injection engine (99B)
9	Battery (CCA)	800 (cold cranking amps)
10	Cooling System	Heaviest Duty Available
11	EPA Estimated Mileage (City/Highway MPG)	16/21
12	Pursuit Rated	Required
<b>Drivability</b>		
13	Steering	Electric Power-Assist
14	Power Antilock Brakes (ABS) Front & Rear	Required
<b>Exterior</b>		
15	Number of Doors	4
16	Wheelbase (in.)	119
17	Body Side Molding (Installed)	Not Required

ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Exterior (continued)</b>		
18	Exterior Mirrors – Right & Left Mounted	Power Remote
19	Paint	BU- Medium Brown Metallic, ES - Arizona Beige, E4 – Vermillion Red, FT – Blue Metallic, HG – Smokestone Metallic J1 – Kodiak Brown Metallic, JL - Darke Toreador Red Metallic, JS - Iconic Silver Metallic, LK – Dark Blue , LM – Royal Blue LN – Light Blue Metallic, M7 – Carbonized Grey, TN – Silver Grey Metallic, UJ – Sterling Grey Metallic, UM – Agate Black, YG – Medium Titanium Metallic, YZ – Oxford White
20	Left-Handed Spotlight, Pillar Mounted	Required
21	Tires – Pursuit/Speed Rated per Manufacturer Recommendations	All Season, Steel Belted, Black Wall
22	Spare Tire/Wheel/Mending Kit	Full Size Spare
<b>Safety</b>		
23	Air Bag Restraint System (Driver & Passenger)	Required
24	Supplement Restraint System (Driver & Passenger)	Required
<b>Seating</b>		
25	Seating Capacity	5
26	Seat Covering	Cloth FR, Vinyl RR
27	Floor Covering	Heavy Duty Rubber
28	Front Seat Type	Bucket Adjustable – No Center Console
29	Rear Seat Type	Split 60/40 Bench

## ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Interior</b>		
30	Arm Rest on Front Doors	Required
31	Foam Front Seat Cushion	Required
32	Trunk Light	Automatic
33	Interior Lighting	Overhead Dome & Map or Dome Driver Light
34	Interior Rear View Mirror	Day/Night
<b>Dimensions</b>		
35	Fuel Capacity (Gal.)	19.0
36	Base Curb Weight (lbs.)	4,639
37	Headroom (Front/Rear) (in.)	40/40
38	Leg Room (Front/Rear) (in.)	40/40
39	Hip Room (Front/Rear) (in.)	59/59
40	Shoulder Room (Front/Rear) (in.)	61/61
41	Interior Cargo Area/ Cargo Area Seats Folded Down (cu. ft.)	48/85
<b>Accessories</b>		
42	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
43	Glass	High Strength, Factory Tint
44	Rear Window Defroster	Wired in Glass
45	Fresh Air Temperature Controlled Heater	With Windshield Defrosters
46	Intermittent Windshield Wipers	With Dual Speed
47	Air Conditioning	Required



ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Accessories (continued)</b>		
48	Radio – Factory Installed	AM/FM
49	12 Volt Power Outlet, in Front Compartment	Required
50	Speedometer/Standard Gauge Package	Required
51	Hood Latch Release	Inside Passenger Compartment only, by Driver Side
52	Dual Horns, Factory Installed	Required
53	Electronic Door Locks/Electronic Windows	Driver Control Lock Out (Required)
54	Rear Window Wiper/Washer	If applicable
55	Remote Control Rear Gate Release by Driver	Required, if available
56	Rear Door	Lift Gate
57	Electronic Door Locks/ Electronic Windows	Required
58	Tilt Wheel & Cruise Control	Required
<b>Warranty</b>		
59	Rust Proofing	Min. Factory Warranty
60	Manufacturer Standard	Min. 3 yr./36,000 Mile
61	Powertrain	Min. 5 yr./100,000 Mile

ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (continued)

OPTIONAL EQUIPMENT ITEMS	
62	45-Day Tags
63	Additional Set of Keys with FOB Enabling Electronic Keyless Entry
64	Wheel Cover
65	Engine: 3.3L V6 Direct-Injection (FFV)
66	Engine: 3.0L V6 Ecoboost
67	Inside Rear-Door Locks Inoperable
68	Inside Rear-Door Handles Inoperable
69	Inside Windows-Rear-Power Delete
70	Heated Side View Mirrors
71	Carpet
72	Red/White Dome Light in Cargo Area
73	Perimeter Anti-Theft Alarm
74	Remote Keyless Entry Key FOB w/o Key Pad - Deduct
75	Rear Console Plate
76	Grille LED Lights, Siren & Speaker Pre-Wiring
77	Hitch
78	SYNC
79	Rear Light Solution – Blue/Blue for Cargo Area
80	Backup Camera
81	Additional Option Package: Dark Car Feature

Unspecified Option Price: 3.00 % above manufacturer invoice.

Delivery, Days After Receipt of Order: 154 to 210 Days

## **2 - STANDARD TERMS AND CONDITIONS**

State of Ohio [Standard Terms and Conditions](#) (revised 9/8/21) will apply to this Contract.

## **3 - SPECIAL CONTRACT TERMS AND CONDITIONS**

### **3.1 - AMENDMENT 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.

### **3.2 - 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.

### **3.3 - OPTIONS PRICING NOTE**

Options prices bid are to be less than the manufacturer's suggested retail price(s) (MSRP). Bidder signifies by the completion of "Bid Certification" in their response 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. Bidders found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

Bidders must indicate whether an option item is included with the base unit, no additional charge, not available, or a price for the option. On the Item Grid, the following must be used to indicate one of those choices:

- Included with base unit or available at no additional charge: On the Item Grid, enter \$0.00
- Not available: On the Item Grid, mark 'Yes' in the Decline column
- Price: On the Item Grid, enter the dollar value

#### **3.3.1 - REQUIRED OPTIONS**

Line items with a value greater than 0 in the "Units to Evaluate" are Required Options. Failure to offer a Required Option may deem your bid response not responsive and ineligible for award. Bidders must either, indicate the Required Option is included with the base unit or available at no additional charge by entering \$0.00, or providing a price. Bidders that decline a Required Option or respond with no cost but cannot provide this item may be deemed not responsive and ineligible for award.

If an option is not available as original factory equipment and is supplied as an aftermarket item, the Dealer Part Number field is to include an "AM" designation.

#### **3.3.2 - ADDITIONAL OPTION PACKAGES**

Bidders may elect to supply pricing for popular or common option packages not included as a required options on the Item Grid. Additional option packages quoted will be made available to the ordering entities at the discretion of DAS, as part of the Contract.

#### **3.3.3 - UNSPECIFIED OPTION PRICE**

Unspecified option price is the percentage above the manufacturer's invoice cost that is used to calculate unit cost for non-specified optional equipment required by an ordering entity.

Any option not specified on the Item Grid will be made available to the ordering entities, following Contract award and DAS approval, at the Unspecified Option Price. Bidder is to specify the percentage on the Specification Identification & Unspecified Option Price form and attach form via Questionnaire. If no Unspecified Option Price is provided by the Bidder, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price specified by the Bidder will not be used in the vehicle evaluation.

3.4 - 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.

3.5 - MINIMUM DELIVERY CHARGE

This charge is to be used when the rate per mile per vehicle, as listed on the catalog, 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.

3.6 - 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.

3.7 - PURCHASE ORDERS

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

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

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

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

3.8 - SUBMISSION OF INVOICES

Refer to the Standard Contract Terms and Conditions; IV, Order and Payment Provisions. Invoices will not be issued prior to receipt of a purchase order.

### 3.9 - PAYMENT

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

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

Payment will be issued once full order is completed and vehicles are delivered to ordering agency.

### 3.10 - CANCELLATION AFTER ORDER CONFIRMATION

If an ordering agency needs to cancel any units due to agency error (wrong vehicle, over purchase, discontinued use, inventory reduction, etc.) after receiving the confirmation from the factory as described in Section 1.5, Delivery, the contractor may accept or reject the cancellation. If the contractor accepts the cancellation, they may charge a fee of up to \$1,000.00 per vehicle cancelled to recover costs for reselling the vehicle.

### 3.11 - SERVICE

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

### 3.12 - 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.

### 3.13 - CERTIFICATE OF TITLE

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

### 3.14 - AGENCY REGISTRATION

The contractor shall furnish the Title Documents for each new vehicle and deliver same to the department ordering the vehicle, unless otherwise specified on purchase order. The contractor shall deliver with the necessary papers a \$15.00 per vehicle filing fee at time of vehicle(s) delivery to any agency authorized to complete their own title registration.

### 3.15 - ADVERTISEMENT

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

### 3.16 - DEALER LICENSE

Contractor must be licensed to sell motor vehicles in the State of Ohio pursuant to ORC [4517.12](#). DAS may ask for proof of a dealers license/permit.

The Bidder should submit their dealer license/permit issued by the State of Ohio with their bid response. If not provided as part of the bid response, the Bidder must provide said dealer license within five (5) business days after request/notification by the Office of Procurement Services. Failure to submit the dealer license within the stated time period may result in the bid response being deemed as not responsive.

**3.17 - AUTHORIZED DEALER STATEMENT**

Bidders responding to this Invitation to Bid must be an authorized dealer or manufacturer of the products they are bidding. Bidders should submit a letter with their bid response certifying that they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead and must be signed by a duly authorized manufacturer's representative. If not provided as part of the bid response, the Bidder must provide said statement within five (5) business days after request/notification by the Office of Procurement Services. Failure to submit the certification letter within the stated time period may result in the bid response being deemed as not responsive.

**3.18 - SALES LICENSE**

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

DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the Bidder will have five (5) business days to respond.

If the owner/partner who is listed on the dealer's license is selling to the State, rather than a salesperson, an affirmation letter stating this must be provided in lieu of a salesperson license.

**3.19 - USAGE REPORTS**

Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Contract Analyst (GDC050).

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
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**3.20 - ENERGY POLICY ACT**

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).

**4 - INVITATION TO BID INSTRUCTIONS**

[Instructions, Terms and Conditions for Bidding](#) that apply to the solicitation.

**5 - SPECIAL INSTRUCTIONS TO BIDDERS****5.1 - DELIVERY**

Supplies will be delivered to the participating agency within the timeframe noted on the contract for the item after receipt of order. The delivery location will be noted on the purchase order issued by the participating agency.

**5.2 - CONTRACT AWARD**

The contract will be awarded to the lowest responsive and responsible bidder by specified manufacturer brand pursuant to Ohio Administrative Code 123:5-1-10(K). No other brands of products will be acceptable.

### 5.3 - EVALUATION

Bids will be evaluated in accordance with Article I-15 of the "Instructions to Bidders". In addition, the State will evaluate the bid based on the total item cost, which equals the estimated number of units multiplied by the unit bid price plus the appropriate delivery charge. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. If there is no "delivery charge per mile round trip map mileage rate" supplied or, the calculated value of the delivery charge is less than the minimum delivery charge, the minimum delivery charge will be used for evaluation purposes. The State reserves the right to reject the "per mile" delivery charge or the "minimum" delivery charge if it is determined to be excessive.

Example Calculation:

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

### 5.4 - DESCRIPTIVE LITERATURE

The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. 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.

### 5.5 - COOPERATIVE PURCHASING CONTRACT

This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

If a purchase is made from this Contract by an entity that is not properly registered with the State's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Contract by the Contractor. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to Cooperative Purchasing Member's orders and Cooperative Purchasing Member's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

#### 5.6 - 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 Cooperative Purchasing Members 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.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to Ohio|Buys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using Ohio|Buys at the following web address [supplier-emarketplace.ohio.gov](http://supplier-emarketplace.ohio.gov). If no sales occur, the Contractor must report zero. The report must be submitted no later than 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.

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

#### 5.7 - 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. The revenue share is included in the contracted price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and Cooperative Purchasing Members 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 may pay the revenue share amount due by check or, online with a credit card by visiting: [epay.das.ohio.gov/Payment](http://epay.das.ohio.gov/Payment).

For payments made by credit card, the Contractor must provide the Quarterly Sales Report and Revenue Share Remittance forms to [csc@ohio.gov](mailto:csc@ohio.gov).

For payments made by check, the Contractor must make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

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

To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Quarterly Sales Report and Revenue Share Remittance form.

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 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 this Contract.