

CITY OF TWINSBURG, OHIO

ORDINANCE 21-2015

AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) VEHICLE THROUGH STATEWIDE EMERGENCY PRODUCTS, 1108 W. MAIN STREET, VAN WERT, OHIO 45891 FOR USE BY THE POLICE DEPARTMENT; AND DECLARING AN EMERGENCY

WHEREAS, the Police Chief has determined that it is necessary to replace the current K9 vehicle that is in use by the Police Department and after exploring various pricing options recommends replacement with these particular vehicles under the following terms.

WHEREAS, the vehicles requested to be purchased herein are either at or below the state minimum bid price.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Twinsburg, County of Summit and State of Ohio:

SECTION I: That the Mayor is hereby authorized to enter an agreement with Statewide Emergency Products to purchase one (1) 2015 Ford Police Interceptor at a cost not to exceed the amount of TWENTY FOUR THOUSAND, TWO-HUNDRED SEVENTEEN DOLLARS AND 00/100 (\$24,217.00) as set forth in the quote attached hereto and incorporated herein as Exhibit A.

SECTION II: That the Director of Finance is hereby authorized to disburse the amount of TWENTY FOUR THOUSAND, FOUR-HUNDRED TWO HUNDRED SEVENTEEN DOLLARS AND 00/100 (\$24,217.00) for the purchase of above mentioned vehicle from the appropriate account number as approved and recommended as part of the 2015 Capital Improvement budget.

SECTION III: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in open meeting or meetings of this Council, and that all deliberations of this Council were in meetings open to the public and in full compliance with all legal requirements, including without limitations, those set forth in Section 121.22 of the Ohio Revised Code.

SECTION IV: That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety welfare and convenience of the citizens of the City of Twinsburg, and for the additional reason that prices are reserved for limited period of time, and provided it receives the affirmative vote of five or more members of Council, it shall take effect and be in force

immediately upon its passage and approval of the Mayor; otherwise, it shall take effect and be in force at the earliest period allowed by law.

PASSED: _____

APPROVED: _____

EFFECTIVE: _____

Bill Furey, President of Council

Submitted to the Mayor for approval this
_____ day of _____, 2015

Approved by the Mayor _____, 2015

Katherine A. Procop, Mayor

ATTEST:

Shannon Collins
Clerk of Council

1st Rdg. _____

2nd Rdg. _____

3rd Rdg. _____

Passed: _____

Yes _____ No _____

CERTIFICATE OF POSTING

I, Shannon Collins, Clerk of Council, of the City of Twinsburg, State of Ohio, do hereby certify that publication of the foregoing ordinances, resolutions was duly made by posting true copies thereof at five of the most public places in said City as determined by Section 113.02 of the Codified Ordinances of the City of Twinsburg; each for a period of fifteen days commencing on the _____ day of _____, 2015

Shannon Collins
Clerk of Council
City of Twinsburg

CITY OF TWINSBURG

Memo

DATE: February 2, 2015

TO: Shannon Collins
Clerk of Council

CC: Mayor Katherine Procop
David Maistros, Law Director
Karen Howse, Finance Director

FROM: Chief Christopher J. Noga

RE: Requested Legislation

1. Nature of legislation: Request authorization to purchase one vehicle from Statewide Emergency Products, 1108 W. main St., Van Wert, OH 45891 under State of Ohio, Department of administrative Services bid prices for use by members of the Twinsburg Police Department.
2. Why it is being proposed: This vehicle will replace the old K9 vehicle in the current fleet as recommended by the Capital Improvements Committee and approved as part of the 2015 Capital Improvements budget. The replacement vehicle approved for purchase is one (1) 2015 Ford Police Interceptor Sedan (purchase price \$24,217.00) to replace a 2009 Dodge Charger.
3. Does this request need to be an emergency **Yes** **No** (Check a box)
If an emergency, Why? Order to delivery is estimated 8 to 10 weeks. Since the vehicle is already approved in the capital improvement budget, passing this ordinance on an emergency will allow us to outfit and place this vehicle into service in a timely manner.



Department Head Signature

DATE: 02/02/15



Statewide Emergency Products
1108 W. Main St.
Van Wert, Ohio 45891

Reference Number 0207MI

Date	Vehicle	Status
1/29/2015	Sedan	Quote

Shipping

<input type="checkbox"/>	Ship to Shop	<input type="checkbox"/>	Build	<input type="checkbox"/>	Deliver
<input type="checkbox"/>	Pull From Inventory				
<input type="checkbox"/>	Manufacturer Ship Direct				

Customer Information

Purchaser Name	Twinsburg Police Department
Contact Name	Asst. Chief Bob Gonsiewski
Mailing Address	10075 Ravenna Rd.
City, State & Zip	Twinsburg, Oh. 44087

Contact Information

Email	Bgonsiewski@twinsburg.oh.us
Phone	330-963-6219
Fax	
Alt. Contact	

Supporting Information

Sales Rep Name	Mike Irwin
Customer PO #	
Delivery Address	
City, State & Zip	

Notes Section: For (1) Ford Sedan Interceptor

<u>QTY</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Cost of Options</u>
1	FORD	P2L	2015 Ford Sedan Interceptor w/Standard Equipment	\$22,177.00	\$22,177.00	
1	FORD	P2M	All Wheel Drive	\$800.00	\$800.00	
1	FORD	13C	Courtesy Lamps Inoperative	\$65.00	\$65.00	
1	FORD	76R	Reverse Sensing	\$295.00	\$295.00	
1	FORD	53M	SYNC	\$295.00	\$295.00	
1	FORD	77B	Reverse Camera in rearview mirror	\$250.00	\$250.00	
1	FORD	43B	Keyed Alike Code 1284X	\$75.00	\$75.00	
1	FORD	13P	LED Ready Headlamps	\$150.00	\$150.00	
				\$-	\$-	
1	FORD	67D	Rear Power Window Switches Deleted(\$25.00)	\$-	\$-	
1	FORD	186	Rear Door Handles and Locks Inoperative(\$35.00)	\$-	\$-	
				\$-	\$-	
1	SEP	DELIVERY		\$110.00	\$110.00	
				\$-	\$-	
				SubTotal	\$24,217.00	
				Shipping	\$-	
				Installation	\$-	
			Tax Rate	0.00%	\$-	
				Total	\$24,217.00	

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: LAW ENFORCEMENT VEHICLES 2014 MODEL YEAR (OR NEWER).

CONTRACT No.: RS901214

EFFECTIVE DATES: 10/11/13 to 09/30/14
Renewal through 09/30/15

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS901214 that opened on 9/20/13, RS00903008 that opened 02/26/14 and, RS902915 that opened 10/27/14. 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>

*Indicates inclusion of add-on bid.

Signed: _____ Date _____
Robert Blair, 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 which equals the estimated number of units multiplied by the unit price plus the option unit cost times the number of units to evaluate (for each option with a quantity) 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.

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".

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont'd)

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
Office of Finance
30 East Broad Street
Columbus, OH 43215

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.

SALES LICENSE: In reference to OAC 4501:1-3-05 (See Section II.I), DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the dealer will have five (5) business days to respond.

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: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
Office of Finance
30 East Broad Street
Columbus, OH 43215

SPECIAL CONTRACT TERMS AND CONDITIONS (cont'd)

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

AUTOMOBILE LIABILITY INSURANCE:

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

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

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 VEHICLESI. SCOPE AND CLASSIFICATION:

- A. Scope: These specifications define the state's requirements for 2014, 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 2013 vehicle purchases the Office of State Procurement had received from usage reports.
1. 43 Ford Interceptor Sedan – AWD 3.5 Liter 4 door, 3.5L V6
 2. 23 Chevrolet Impala – Front Drive, 4 Door, 3.6 Liter, 6 Cylinder.
 3. 86 Dodge Charger Full Size – Rear Drive, 4 Door, 3.6 Liter Pentastar, 6 Cylinder.
 4. 40 Chevrolet Caprice – Rear Drive, 4 Door, 3.6 Liter 4 door.
 5. 100 Ford Interceptor Sport Utility Vehicle – AWD 3.7L V6
 6. Chevrolet Tahoe - RWD 4 door Full Size SUV

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

II. APPLICABLE DOCUMENTS:

- A. Model Year 2014 EPA Fuel Economy Guide.
- B. State of Michigan, Department of State Police and Department of Management and Budget, 2013 Model Year Police Evaluation Program; meet or exceed the standards established by the 2013 Michigan State Police Vehicle Test Team for the Police (Pursuit) Category vehicles.
- C. Ohio Revised Code Section 125.

III. REQUIREMENTS: In addition to the 2014 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 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. 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)

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 (2014 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:

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 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.

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)

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

D. DELAYED DELIVERY:

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

E. DELIVERY INSTRUCTIONS:

The transporting and delivery of automobiles shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. All deliveries shall be effected 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)

DATA SHEET: Shown below are the specification requirements for the vehicles that the State desires to purchase. Any deviations from the specifications are to be outlined on the corresponding bid page of this ITB. Failure to comply may deem the bid non-responsive. The State retains the right to accept or reject variations and / or exceptions to the specifications directly related to model year variations and manufacturer variations that meet or exceed the basic usage requirements as explained in SCOPE AND CLASSIFICATION on page 8.

4DR Sedan – 4 Door AWD V6 Item Number 1

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make	Ford	Rear Window Defroster	wire in glass
Mfg. Model	Interceptor Sedan	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.)	112.9	Interior Lighting	Overhead dome and map or dome driver light
Base Curb Weight (lbs.)	4300	Air Conditioning	Required
Body Side Moldings (Installed)	Not Required	Seat Covering	Cloth FR, Vinyl RR
Power Train	AWD	Floor Covering	Heavy – duty rubber
Engine Type (Cylinder/Liter)	V6 3.7L		
Horsepower (HP)	305	Radio – Factory Installed	AM/FM
Cooling System	Heaviest Duty Available	Front Seat Type	Bucket adjustable – no center console
Automatic Transmission	Auto, 6-sp	Rear Vinyl Seat Type	Bench – no center console
Alternator (amps)	220	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
2 Sets of Keys with FOBS	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)	Not 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 – 4 Door AWD V6 Item Number 1

Dimensions/Ratings	Min. Req.		
EPA Estimated Mileage (City/Highway)	18/25		
Head Room (Front/Rear) in.	39/36		
Leg Room (Front/Rear) in.	41/39		
Hip Room (Front/Rear) in.	56/55		
Shoulder Room (Front/Rear) in.	57/56		
Trunk/Luggage Area (cu. ft.)	16		

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

BID PRICEITEM #1- AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, V6, ALL WHEEL DRIVE

DELIVERY: 90-180 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: Chicago, IL

CONTRACTOR: Statewide Ford	MFG: Ford	MODEL: Interceptor	MODEL NUMBER: P2M
REAR END GEAR RATIO:			
ITEM NO.: 19906			UNIT PRICE: \$22,977.00

List any exceptions to the specifications:

Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor: \$0.29 The round trip map mileage figure will be multiplied by an estimated figure of 300 miles and added to the base cost of the vehicle for bid evaluation purposes only. If there is no delivery charge per mile round trip map mileage rate supplied or the calculated value of the delivery charge is less than the minimum delivery charge; the minimum delivery charge will be used for evaluation purposes. The state reserves the right to reject the per mile delivery charge or the minimum delivery charge if it is determined to be excessive.

Minimum Delivery Charge: \$50.00

ITEM NO.	MILEAGE	UNIT COST
19907	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$0.29 per mile
19908	Minimum Delivery Charge, Not to Exceed \$50.00	\$50.00

ITEM NO.	CONTRACTOR'S ORDER NO.	OPTIONS	UNIT COST
19909	99T	3.5L V6 GTDI EcoBoost – AWD Only	\$3,049.00
	P2L	Sedan Police Interceptor FWD	-\$800.00
19910	ATL	Inside Trunk Lid Flashing Warning Lights (Activated when trunk lid is raised)	\$379.00
25195	68G	Rear Door/Inoperable	\$34.00
19912	2 TONE	Special paint option (Two-Tone) Call for Availability	\$819.00
N/C	12T	EcoBoost Speed Limited Calibration with 99T	\$0.00
19913	TEMP	30-Day Tag	\$18.50
19914	KEY	Additional set of Keys (Key Only)	\$10.00
19915	65U	Street Appearance Package	\$379.00
N/A	STD	License plate bracket - Front	\$0.00
25196	64L	Full Face Wheel Covers	\$59.00
19917	856	Additional Option Package (Bidder to specify type: Ready for Road Package Ford)	\$3,596.00

BID PRICEITEM #1- AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, V6 ALL REAR WHEEL DRIVE (cont.)

<u>ITEM NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>Deleted Options</u>	<u>UNIT COST</u>
25197	67D	Rear windows power delete - Deduct	\$24.00
	21D	No Spotlight – Deduct	-\$51.00
	- 60P	Deduct Keyless Entry	-\$20.00
	-59B	Deduct Perimeter Alarm	-\$10.00
19916	UNSPECIFIED OPTION PRICE: <u>3%</u> above manufacturer invoice.		

Any option not specified in the options table above will be made available to the ordering entities, following Contract award, at the Unspecified Option Price. 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 and Additional Option Packages specified by the Bidder will not be used in the vehicle evaluation.

List standard paint colors:

Medium Brown Metallic, Arizona Beige, Smokestone Metallic, Kodiak Brown Metallic, Deep Impact Blue, Dark Toreador Red Met, Norsesea Blue Met, Dark Blue, Royal Blue, Light Ice Blue Met, Light Blue Met, Ultra Blue Met, Light Gray, Silver Gray Met, Ebony, Sterling Gray Met, Ingot Silver Met, Titanium Met, Oxford White.

CONTRACTOR INDEXCONTRACTOR AND TERMS

53729
 Statewide Ford
 1108 West Main St.
 Van Wert, OH 45891

CONTRACT: RS901214-3 (9/30/15)*

DELIVERY: 90-180 days ARO
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: 19973 Add or Delete Options, Delivery and Storage Charges.

CONTRACTOR AND TERMS

136744
 Byers Chevrolet
 555 Broad Street
 Columbus, OH 43215

CONTRACT: RS901214-4 (9/30/14)
DELIVERY: 120-180 Days
TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Tom Allen

Telephone: (614) 737-7227
 Fax: (614) 737-7220
 E-mail: tallen@byersauto.com

Preferred Method of Receiving Purchase Orders:

E-Mail: tallen@byersauto.com

ITEM NO: 19974 Add or Delete Options, Delivery and Storage Charges.

* Indicates an update to the Contract Number RS901214-3 and 4.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
6	11/21/14	Indicates the addition of the Chevrolet Caprice, Dodge Charger, the addition of Key Chrysler to the Contractor Index, the removal of Greve Chrysler, and an update to the build out schedule. The Ford SUV Interceptor has been price protected until the end of contract for the 2016 Model.
5	10/01/14	This amendment is issued to notify that as a result of mutual agreement between the state of Ohio and the contractor, this contract is renewed for an additional 12 months, effective October 1, 2014 through September 30, 2015. All other prices, terms and conditions remain unchanged. This amendment applies to Items 1, 2, 5, and 6. Items 3 and 4 will be bid and added to this contract.
4	08/01/14	Indicates the addition of new items to the Chevrolet Tahoe. Repaginated.
3	06/11/14	Indicates the addition of option items to the Chevrolet Tahoe, and to update the build-out schedule.
2	03/27/14	Indicates the addition of the Chevrolet Tahoe and the addition of the build out schedule. Also, indicates an update to the contract Table Of Contents. Repaginated.
1	12/30/13	Indicates an update to the Contract Number RS901214-6