

**ORDINANCE NO. 2025 - 17**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO PURCHASE ONE (1) 2025 DODGE DURANGO FROM SARCHIONE CHRYSLER DODGE JEEP RAM AT A TOTAL PURCHASE PRICE OF \$46,355.08, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Parma Heights Police Department has determined the need for and recommends that this Council authorize the purchase of one (1) 2025 Dodge Durango from Sarchione Chrysler Dodge Jeep Ram for the efficient operation of the Police Department; and

**WHEREAS**, the Ohio Department of Administrative Services has established a state bid contract price for this vehicle at \$47,496.00 [\$46,857.00, excluding a single key code and delivery charges] as identified in Exhibit "A" attached hereto; and

**WHEREAS**, Sarchione Chrysler Dodge Jeep Ram has one (1) 2025 Dodge Durango available for a total purchase price of \$46,355.08, as identified in Exhibit "B" attached hereto; and

**WHEREAS**, Council may authorize purchases pursuant to the State Purchasing Program without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter, and Section 145.08 of the Codified Ordinances; and

**WHEREAS**, Council may authorize this purchase from Sarchione Chrysler Dodge Jeep Ram, instead of by participating in contracts into which the Department of Administrative Services, Office of State Purchasing, has entered for the purchase of equipment, as provided in Section 145.08, based upon the authority granted to it in Article V Section 6 of the Charter, and Section 145.09 of the Codified Ordinances, as such equipment from Sarchione Chrysler Dodge Jeep Ram, upon equivalent terms, conditions, and specifications, is at a lower price than through such state contracts. Section 145.09 further provides that this purchase is exempt from any competitive selection procedures otherwise required by law.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That the Administration is hereby authorized and directed to purchase from Sarchione Chrysler Dodge Jeep Ram one (1) 2025 Dodge Durango at a total purchase price of Forty-Six Thousand, Three Hundred Fifty-Five Dollars and Eight Cents (\$46,355.08) as identified in Exhibit "B", attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 3: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason that it is immediately



necessary to authorize this purchase in order to secure the vehicle at the current contract price; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: 4 March 24, 2025

Lisa M...  
PRESIDENT OF COUNCIL, PRO TEM

ATTEST: Shirley Allen  
CLERK OF COUNCIL

4 March 24, 2025  
APPROVED

FILED WITH  
THE MAYOR: March 24, 2025

Marie Gallo  
MAYOR MARIE GALLO









Customer: Parma Heights Police Department    Reference Number: 250311SR    Revision Level:    Revision 2    Sales Representative Name: Steve Rick

**Labor And Materials Section:**

No Customer Supplied Equipment

Radio #1	No	Radio #2	No	Radio #3	No
Comments					
Scanner	No	Repeater	No	Preemption	No
Comments					
Camera System	No	Single Antenna Radar	No	Dual Antenna Radar	No
Comments					
Computer System	No	Computer Power Supply	No	Modem With Antenna	No
Comments					
Printer	No	Flashlight	No	Miscellaneous	No
Comments					

Notes Section:

Special Quote		SubTotal	\$47,496.00
		Installation	\$-
		Shipping	
		Tax Rate	\$-
		Total	\$47,496.00

Color Of Vehicle: \_\_\_\_\_ Customer Signature: \_\_\_\_\_



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: ENTERPRISE NEW, MODEL YEAR 2025 OR MANUFACTURER'S CURRENT PRODUCTION MODEL, LAW ENFORCEMENT VEHICLES (DODGE DURANGO)

CONTRACT No.: RSI024972

CONTRACT ID: 24972

EFFECTIVE DATES: 11/06/2024 to 9/30/2025

SUPPLIER: GREVE CHRYSLER JEEP DODGE OF VAN WERT

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. SRC000022031. 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 24 months 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 OhioBuys public portal at the following address:

<https://ohiobuys.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 2025 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.

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 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 estimations from Agencies. 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	300 Units	Dodge Durango: Sport Utility Vehicle-4 Door-V6-All Wheel Drive

1.3 APPLICABLE DOCUMENTS:

- 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 2025 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

1.4 REQUIREMENTS:

In addition to the Model Year 2025 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

- 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 Item Grid 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, & Delivery form and attach form via Questionnaire) and is to quote any additional ratio that may be available when preparing their bid.

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	Dodge (No Equivalent Offer)
2.	Manufacturer Model	Durango (No Equivalent Offer)
<b>Powertrain</b>		
3.	Engine Type (Liter/Cylinder)	3.6L V-6
4.	Horsepower (Net HP)	293
5.	Transmission	Automatic
6.	Drive Type	All Wheel Drive
7.	Alternator (amps)	220
8.	Flexible Fuel Vehicle (FFV)	Required
9.	Battery (CCA)	650 (cold cranking amps)
10.	Cooling System	Heaviest Duty Available
11.	EPA Estimated Mileage (City/Highway MPG)	18/25
12.	Pursuit Rated	Required
<b>Driveability</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
18.	Exterior Mirrors – Right & Left Mounted	Power Remote
19.	Paint	PXJ DB Black, PW7 White Knuckle
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	Required
<b>Safety</b>		
23.	Air Bag Restraint System (Driver & Passenger)	Required
24.	Supplement Restraint System (Driver & Passenger)	Required

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

Line No.	Standard Specification Items	Minimum Requirements
<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
<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.)	24.6
36.	Base Curb Weight (lbs.)	4,800
37.	Headroom (Front/Rear) (in.)	39/39
38.	Leg Room (Front/Rear) (in.)	40/38
39.	Hip Room (Front/Rear) (in.)	57/42
40.	Shoulder Room (Front/Rear) (in.)	58/50
41.	Interior Volume/ Passenger Volume (cu. ft.)	99.2 cu. Ft.
<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
48.	Radio – Factory Installed	AM/FM
49.	12 Volt Power Outlet, in Front Compartment	Required
50.	Speedometer/ Standard Gage Package	Required
51.	Hood Latch Release	Inside Passenger Compartment only, by Driver Side
52.	Dual Horns, Factory Installed	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</b>		
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
<b>Optional Equipment Items</b>		
62.	45-Day Tags	
63.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	
64.	Wheel Cover	
65.	Engine: 5.7L V8 HEMI MDS VVT	
66.	Inside Rear-Door Locks Inoperable, Inside Rear-Door Handles Inoperable, Inside Windows-Rear-Power Delete	
67.	Heated Side View Mirrors- Standard with Vehicle	
68.	Carpet	
69.	Red/White Dome Light in Cargo- Standard with Vehicle	
70.	Perimeter Anti-Theft Alarm with remote start option	
71.	Remote Keyless Entry Key FOB w/o Key Pad – Deduct – Standard with Vehicle	
72.	Rear Console Plate - Standard with Vehicle	
73..	Grille LED Lights, Siren & Speaker Pre-Wiring	
74.	Hitch – Standard with Vehicle	
75.	Skid Plate Group	
76.	Rear Light Solution – Blue/Blue for Cargo Area	
77.	Street Appearance Package (factory console, spot light delete, full wheel covers, cloth rear seats, carpeting)	
78.	Additional Paint Colors: PDN Destroyer Grey	
79.	Additional Paint Colors: PCA Frostbite Pearl	
80.	Additional Paint Colors: PCQ Night Moves	
81.	Additional Paint Colors: PRV Octane Red	
82.	Additional Paint Colors: PHC Red Oxide	
83.	Additional Paint Colors: PSE Triple Nickel	
84.	Additional Paint Colors: PAS Vapor Grey	
85.	Additional Option Package -Single Key System	
86.	Additional Option Package -10.1" Display U connect	
87.	Additional Option Package - Police Center Console	

Unspecified Option Price: 3.00% above manufacturer invoice.

Delivery Days After Receipt of Order: 90-300 Days ARO

## 2 - STANDARD TERMS AND CONDITIONS:

State of Ohio [Standard Terms and Conditions](#) (revised 03/01/24) will apply to this Contract.

## 3 - CONTRACT SPECIFIC TERMS AND CONDITIONS:

### 3.1 - ORDER OF PRIORITY:

The order of priority of the Contract will be the following: 1.) Specifications and Requirements; 2) Contract Specific Terms and Conditions; 3) Standard Terms and Conditions.

### 3.2 - 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.

### 3.3 - BRAND SPECIFIC:

The items listed are being bid by specified manufacturer brand pursuant to Ohio Administrative Code 123:5-1-10 (D)(6). No other brands of products will be acceptable.

### 3.4 - 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.

### 3.5 - 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

#### 3.5.1 - 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.

3.5.2 - 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.

3.5.3 - 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, & Delivery 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.

3.6 - 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.

3.7 - 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.

3.8 - 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.

3.9 – 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 _____		

3.10 - 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.

3.11 – 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.

3.12 - 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 1.5.1, 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.

**3.13 – 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.

**3.14 - 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.

**3.15 - 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.

**3.16 - 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.

**3.17 – ADVERTISEMENT:**

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

**3.18 - 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 seven (7) calendar 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.

**3.19 - 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 seven (7) calendar 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.

**3.20 - 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 seven (7) calendar 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.

**3.21 - 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).

**3.22 - 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.

**3.23 - 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.

**3.24 - CONTRACTOR REVENUE SHARE:**

The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals  $\frac{3}{4}$  of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and

reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

#### 4 – INVITATION TO BID INTRUCTIONS:

[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 line item.

##### 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 may deem the bidder not responsive.



# EXHIBIT B

**Retail  
Buyers  
Order**

**Sarchione Chrysler Dodge Jeep Ram**  
315 South Mill Street  
Dalton Ohio 44618  
Phone 330.828.2263 - Fax 330.828.2963  
www.sarchionecdj.com

STOCK NO. 2953
DEAL NO.

PURCHASER'S NAME City of Parma Heights EMAIL asloan@phpd.us DATE 02/17/2025

STREET ADDRESS 6281 Pearl Rd PHONE (440) 223-3451

CITY Parma Heights COUNTY Cuyahoga STATE OH ZIP 44130 SALESPERSON Phil Morrison

ENTER MY ORDER FOR ONE  NEW  USED  CAR  TRUCK  DEMONSTRATOR  FACTORY OFFICIAL  RENTAL VEHICLE AS FOLLOWS:

YEAR <u>2025</u>	MAKE <u>Dodge</u>	MODEL <u>Durango</u>	BODY TYPE <u>Sport Utility</u>	COLOR <u>DB Black Clearcc</u>	TRIM <u>Pursuit</u>
VIN <u>1C4SDJFT4SC501690</u>			TO BE DELIVERED ON OR ABOUT <u>02/17/2025</u>	STOCK NO. <u>2953</u>	

PRICE OF VEHICLE	\$ <u>39,473.58</u>	ODOMETER MILEAGE STATEMENT
OTHER GOODS & SERVICES		THE ODOMETER OF THE PURCHASED VEHICLE NOW READS MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW.
Mopar Warranty 5yr 100k mile	\$ <u>2,751.00</u>	<input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.
Hemi V8	\$ <u>3,240.00</u>	TRADE-IN RECORD 1
Fleet Alike Keys	\$ <u>325.00</u>	YEAR MAKE MODEL TYPE
Deactivate Rear Doors/Windows	\$ <u>145.00</u>	VIN # MILEAGE
		PAYOFF \$ Trade In Allowance
DOCUMENTARY FEE	\$ <u>387.00</u>	TRADE-IN RECORD 2
TAXABLE PRICE	\$ <u>0.00</u>	YEAR MAKE MODEL TYPE
LESS: TRADE IN ALLOWANCE(S)	\$ <u>0.00</u>	VIN # MILEAGE
		PAYOFF \$ Trade In Allowance
TAX BASE \$		<b>NEGATIVE EQUITY DISCLOSURE &amp; CONSENT:</b>
SALES TAX %	\$ <u>0.00</u>	I am aware that the balance owed on my trade-in vehicle(s) or the amount owed on my lease turn in vehicle(s) exceeds the trade in allowance(s) from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ (known as negative equity).
Filing Fee		INITIALS:
TITLE FEE	\$ <u>15.00</u>	<input type="checkbox"/> SEE VEHICLE DELIVERY REPORT ATTACHED
REGISTRATION FEE	\$ <u>18.50</u>	<input type="checkbox"/> SEE USED VEHICLE LIMITED WARRANTY ATTACHED
CREDIT LIFE AND DISABILITY		<input type="checkbox"/> LIMITED RIGHT TO CANCEL APPLIES: If you have entered into a Spot Delivery Agreement-Limited Right to Cancel, the sale of the Vehicle is conditioned on final approval of financing by, or assignment of the Retail Installment Sale Contract to a lender. If final financing approval is not obtained and/or the Contract cannot be assigned, you or the Dealership may cancel the Contract in accordance with this Agreement, the Spot Delivery Agreement-Limited Right to Cancel, and the Retail Installment Sale Contract. SEE ATTACHED DOCUMENT FOR IMPORTANT DETAILS
PLUS: PAYOFF ON TRADE VEHICLE(S)	\$ <u>0.00</u>	<input type="checkbox"/> DEPOSIT RECEIPT: Dealer hereby acknowledges receipt of the sum of \$ as a deposit or partial payment for the vehicle described above. If this receipt is for a deposit, Dealer will refrain from selling the described vehicle for days. This Deposit:
TOTAL DUE	\$ <u>46,355.08</u>	<input type="checkbox"/> IS <input type="checkbox"/> IS NOT REFUNDABLE, subject to the conditions on the reverse side and the following:
LESS INITIAL PAYMENT/CASH DOWN		
LESS REBATE/FACTORY INCENTIVE	\$ <u>0.00</u>	
OTHER		
BALANCE DUE	\$ <u>46,355.08</u>	
REMARKS		

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

JURY WAIVER: THE PURCHASER AND DEALER WAIVE AND RENOUNCE THE RIGHT UNDER FEDERAL AND STATE LAW TO A TRIAL BY JURY FOR ANY CLAIM.

GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

The front and back of this Agreement, the finance document, if one was signed by the customer, and any documents incorporated herein comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I have read the terms and conditions printed on the back hereof and agree to them as a part of this Agreement the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this Agreement. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

BUYER SIGNS X DATE 02/17/2025

CO-BUYER SIGNS X DATE 02/17/2025

Dealer or Authorized Representative (Must Be Accepted By An Authorized Representative of the Dealer)

X DATE 02/17/2025