

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

AMENDMENT FOR CHANGE
AMENDMENT NO. 4

TO: LIMITED DISTRIBUTION – DEPARTMENT OF PUBLIC SAFETY, DIVISION OF OHIO EMERGENCY
MANAGEMENT AGENCY

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - STATE HOMELAND SECURITY GRANT EXERCISE PROGRAM (SHSGEP) -
EXERCISE CONTRACTOR

The state of Ohio elects to exercise its option to renew the subject contract for an additional one (1) month effective July 1, 2011 through July 31, 2011.

Additionally, this amendment is issued to notify of a new Procurement contact and a new contractor's contact.

All other prices, terms and conditions remain unchanged.

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

Elizabeth Lind, CPPB
elizabeth.lind@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

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

Affected Contractor(s):
93241
L-3 Services, Inc.
Global Security and Engineering Solutions Division
3750 Centerview Drive
Chantilly, VA 20151
wynt.htoon@L-3com.com

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
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4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: STATE HOMELAND SECURITY GRANT EXERCISE PROGRAM (SHSGEP) - EXERCISE CONTRACTOR

CONTRACT No.: OT902608

EFFECTIVE DATES: 09/01/07 to 06/30/09
Renewal through 07/31/11 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902608 that opened on 06/29/07. 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 the Department of Public Safety, Division of Ohio Emergency Management Agency, 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:

Elizabeth Lind, CPPB *
elizabeth.lind@das.state.oh.us

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

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

* Denotes contract renewal and new Procurement contact

Signed: _____
Robert Blair, Director Date

SPECIAL CONTRACT TERMS AND CONDITIONS

To determine the lot total, the State will then multiply each of the exercise total costs by the number of exercises shown in paragraph two of the Scope of Work. The State will multiply the Level I Tabletop Exercise Total Cost by two (2) exercises, the Level II Tabletop Exercise Total Cost by three (3) exercises, the Level III Tabletop Exercise Total Cost by two (2) exercises, the Functional Exercise Total Cost by five (5) exercises, and the Full-Scale Exercise Total Cost by nine (9) exercises.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the Bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the Bidder being deemed not responsive.

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.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the Bid/Bid response/Contract.

TRANSPORTATION CHARGES: The Contractor will be responsible for all transportation charges incurred in the delivery of materials and/or services specified in this Bid and resulting Contract.

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the Bidder's response. Exceptions will not disqualify a Bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal Bid responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid response.

LIQUIDATED DAMAGES: If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the exercise, which is being planned, in process, or being reviewed, or \$100.00 per day, whichever is greater, for every day the delinquency is not cured by the Contractor. The following shall apply:

1. The assessment of the liquidated damages will not begin until ten (10) days following the date the deliverable is due.
2. After a deliverable is delinquent for thirty calendar days or more, the State has the option to cancel the deliverable, seek another contractor and charge the cancelled Contractor any difference in the cost charged by the replacing contractor.
3. When the Contract has been cancelled by the state of Ohio due to delinquency of the deliverables, no payment will be made for deliverables that have not been delivered.
4. If the Contractor is routinely delinquent delivering the deliverables, and the state of Ohio does not cancel the Contract, the State reserves the right to assess the liquidated damages stated above immediately upon the deliverables become delinquent or cancel the remainder of the Contract.
5. If the state of Ohio cancels the Contract, all liquidated damages assessed will be collected from the Contractor.
6. Should the awarded Contractor's delinquency in the submission of the deliverables result in a penalty or loss of funding, the Contractor will become liable for the full amount of the penalty or loss of funds.
7. The Ohio Emergency Management Agency Exercise Program Manager may grant, at his discretion, an extension of delivery deadlines under extenuating circumstances. Any decision to extend delivery deadlines will be at the sole discretion of the Ohio Emergency Management Agency Exercise Program Manager and is not open to appeal.

USAGE REPORTS: Every twelve (12) 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: Elizabeth Lind. * This is in addition to agency reporting requirements noted on Bid Page 10.

* Denotes new Procurement contact

CONTRACTOR INDEX

CONTRACTOR, TERMS:

BID CONTRACT NO.: OT902608 (06/30/09)
Renewal through 07/31/11 *

0000093241
L-3 Services, Inc.
Global Security and Engineering Solutions Division
3750 Centerview Drive
Chantilly, VA 20151

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Wynt Htoon **
Office @ Chantilly, VA location

Telephone: (703) 375-6718
FAX: (703) 375-4285
E-mail address: wynt.htoon@L-3com.com **

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS: E-mail address: wynt.htoon@L-3com.com **

* Denotes renewal of contract

** Denotes new contractor's contact and email address

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
4	07/01/11	Notification of unilateral contract renewal from July 1, 2011 through July 31, 2011; a new Procurement contact; and a new contractor's contact and email address
3	07/01/09	24 month renewal 07/01/09 to 06/30/11 and removed remit to address
2	07/07/08	Contractor's contact person changed: name, phone/fax, and e-mail address
1	4/24/08	Contractor name & address change plus add a remit to address