

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. 2

TO: LIMITED DISTRIBUTION – LAW ENFORCEMENT VEHICLE EQUIPMENT
FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES
SUBJECT: CONTRACT FOR OHIO STATE HIGHWAY PATROL, DEPARTMENT OF PUBLIC SAFETY, COLUMBUS, OH
43223

Attached are pages 1, 3, 9, and 10 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional 24 months, effective 03/01/15 through 02/28/17.

This amendment also indicates an update the contract contact person.

All other prices, terms and conditions remain unchanged.

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

Sinuon Todd
Sinuon.todd@das.ohio.gov

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):
91269
Statewide Emergency Products
1108 W Main
Van Wert, OH 45891
tom@statewideford.com

150503
D & R Electronics
8820 George Bolton Parkway
Bolton, Ontario L7E 2Y4
tennema@dandrelectronics.com

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

MANDATORY USE CONTRACT FOR: LAW ENFORCEMENT VEHICLE EQUIPMENT

CONTRACT No.: RS00903005

EFFECTIVE DATES: 03/13/13 to 02/28/15
Renewal through 02/28/17*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS00903005 that opened on 02/06/12. 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 OHIO STATE HIGHWAY PATROL, DEPARTMENT OF PUBLIC SAFETY, COLUMBUS, OH 43223, 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:

*Sinuon Todd
sinuon.todd@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>

* Indicates an update to the effective dates of contract with a renewal through February 28, 2017 and to update the contract contact person.

Signed: _____
Robert Blair, Director Date

SPECIAL 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 within thirty (30) days after 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 shall submit, as part of their bid response, descriptive literature of the supplies or services being offered. The descriptive literature is to include the price list(s) in effect at the time of bid submission and upon which the bid response is based. The descriptive literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. 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 as part of their bid response will deem the bidder not responsive.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

CONTRACT AWARD: A contract will be awarded to one responsive and responsible bidder per manufacturer. Where two or more bidders offer the same manufacturer the contract will be awarded to the bidder offering the lowest prices or greatest discounts.

AUTHORIZED DEALER STATEMENT: Bidders responding to this bid must be an authorized dealer or manufacturer of the products bid. Bidders should submit a letter with their bid response certifying that they are the manufacturer or an authorized dealer of the manufacturer for all products bid. This certification must be on the manufacturer's letterhead and must be signed by a duly authorized representative of the manufacturer. The Bidder will be required to provide the said certification letter within ten (10) calendar days, after notification to do so, to the Office of Procurement Services. Failure to submit the certification letter within the stated time period may result in the Bidder being deemed as not responsive.

FIXED-PRICE WITH COST ADJUSTMENT: During the life of the contract, there may be a new catalog published and/or price list thereto. In this event, it will be necessary for the Contractor to supply the Office of Procurement Services with one (1) copy of each as applicable. Pricing contained in the new catalog and/or price list will become effective thirty (30) days after receipt of notice by the Office of Procurement Services. Thereafter, state agencies may obtain the new catalog and/or price list from the Contractor.

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

*Indicates an update to the contract contact person

CONTRACTOR INDEX

CONTRACTOR, TERMS, DELIVERY:



91269
Statewide Emergency Products
1108 W Main
Van Wert, OH 45891

Preferred Method of Receiving Purchase Orders:

BID CONTRACT NO: RS00903005*

CONTRACT: RS00903005-1

DELIVERY: 45 to 60 ARO
TERMS: Net 30 Days

FAX: (866) 832-4430

CONTRACTOR'S CONTACT: Tom White

TELEPHONE: (440) 759-8058
FAX: (866) 832-4430
E-MAIL: tom@statewideford.com

CONTRACTOR, TERMS, DELIVERY:

150503
D & R Electronics
8820 George Bolton Parkway
Bolton, Ontario L7E 2Y4

Preferred Method of Receiving Purchase Orders:

BID CONTRACT NO: RS00903005-2*

CONTRACT: RS00903005-2

DELIVERY: 5 to 7 weeks
TERMS: Net 30 Days

FAX: (905) 951-0019

CONTRACTOR'S CONTACT: Tom Ennema

TELEPHONE: (800) 538-7338
FAX: (905) 951-0019
E-MAIL: tennema@dandrelectronics.com

*Indicates an update to the Bid Contract No.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
2	03/01/15	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 24 months, effective 03/01/15 through 2/28/17; and to update the contract contact person and the Bid Contract No.
1	05/10/13	Indicates an update to the contract with the addition of item 24807 from Bid Number RS903213 which opened on 4/17/13. Contract updated with new vendor.