



Index No.: GDC008  
Contract No.: RS900313  
Eff. Date: 07/01/15

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. 5

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS.

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR LAW ENFORCEMENT ELECTRONIC CONTROL DEVICES (ECD) AND ACCESSORIES

Attached are pages 1, 5, 12 and 13 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 twenty-four (24) months, effective 07/01/15 through 06/30/17.

Additionally this amendment is issued to update addresses for revenue share payment and quarterly reporting on page #5 of the contract.

All other prices, terms and conditions remain unchanged.

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

Walt Schneider, CPPB  
walter.schneider@das.ohio.gov

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

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

Affected Contractor(s):

0000091252

Vance Outdoors, Inc.  
3723 Cleveland Ave.  
Columbus, OH 43224

[dvance@vanceoutdoors.com](mailto:dvance@vanceoutdoors.com)



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 ELECTRONIC CONTROL DEVICES (ECD) AND ACCESSORIES

CONTRACT No.: RS900313

EFFECTIVE DATES: 07/01/12 to 06/30/15

\* Renewal through 06/30/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900313 that opened on 05/16/12. 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 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:

Walt Schneider, CPPB  
walter.schneider@das.ohio.gov

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

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

\* Mutual Renewal per amendment #5 effective 07/01/15

Signed: \_\_\_\_\_  
Robert Blair, Director Date

CONTRACTOR QUARTERLY SALES REPORT (Continued) 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 \*  
L-3686  
Columbus, OH 43260-3686

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

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 Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

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

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 suspend, terminate or cancel this Contract.

USAGE REPORTS: In addition to the CONTRACTOR QUARTERLY SALES REPORT above, every six (6) months for the periods January through June and July through December, the contractor must submit a report (written or on disk or via email in Excel format) reporting 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 must be submitted within thirty (30) days following the completion of the reporting period. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walter Schneider, CPPB

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.

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

\* Changed per amendment #5, effective 07/01/15

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: RS900313-1 \*



0000091252

Vance Outdoors, Inc.  
3723 Cleveland Avenue  
Columbus, OH 43224

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Doug Vance

Telephone: (614) 471 7000  
FAX: (614) 471-2134

E-mail: [dvance@vanceoutdoors.com](mailto:dvance@vanceoutdoors.com)

Purchase Orders shall be E-mailed to:

E-mail: [dvance@vanceoutdoors.com](mailto:dvance@vanceoutdoors.com)

\* Changed per amendment #5, effective 07/01/15

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
5	07/01/15	This amendment is issued to renew this contract for twenty-four (24) months from 07/01/15 through 06/30/17 by mutual agreement of the parties and to update addresses for revenue share payment and reporting on page #5 of the contract.
4	03/02/15	Issued to correct a typographical error in the date in the description for amendment #3 on the Contract Summary of Amendments page # 13.
3	03/02/15	Issued to increase prices on Taser™ electronic control devices (ECD) and accessories and to remove manufacturer discontinued items from this contract effective with all orders placed on or after 03/02/2015. *
2	09/01/13	Issued pursuant to add-on bid RS900914, GDC008 to add Taser X26P CEW, III and accessories to this contract on page 11 effective September 1, 2013 and to re-paginate previous pages 11 and 12 to 12 and 13 respectively.
1	07/01/12	Issued to provide notice of discontinuance of Taser International Items 22500, 22503, 22502 and 22505 effective 07/01/12.