

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: *CHILD SAFETY SEAT ACQUISITION AND DISTRIBUTION

CONTRACT No.: OT901812

EFFECTIVE DATES: 11/01/11 to 10/31/13
*Renewal through 06/30/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901812 that opened on 08/01/11. 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 Department of Health, Ohio Buckles Buckeyes Child Passenger Safety Program, 246 North High Street, Columbus, Ohio 43215, 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:

David Colopy
*david.colopy@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>

*Indicates change.

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Affirmative Action Program	3
Amendment To Contract Terms and Conditions	3
Award	3
Contractor's Index	7
Descriptive Literature	3
Disclosure of Subcontractors	3
Evaluation	3
Fixed Price Contract	3
Insurance	3
Notice On Use of Social Security Number	4
Produce Samples	4
Specifications	4 - 6
Usage Reports	4
<u>CONTRACT ITEMS</u>	
Price Schedule	7
Specifications	4-6

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.

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 (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 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: multiply the unit cost of each type of car safety seat by the estimated usage listed in the bid and then add each of these totals together to arrive at a total for each year of the contract. For an estimated contract value, the State will add pricing for both contract years together. Failure to bid all items may result in the bidder being deemed not responsive.

AWARD: There will be one (1) low lot total award made to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein.

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.

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.

INSURANCE: See Articles S-12 & S-13, Page 10 of the "Supplemental Contract Terms and Conditions", revised 02/2011.

AFFIRMATIVE ACTION PROGRAM VERIFICATION: The Ohio Revised Code (ORC) requires all contractors from whom the State or any of its political subdivisions make purchases have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons. An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization. Prior to the award of a contract, a prospective vendor must have filed verification with the state of Ohio EOD that the contractor has a written affirmative action program. Verifications may be submitted online at the following URL: <http://business.ohio.gov/efiling/>. Contact the Ohio Department of Administrative Services Equal Opportunity Division at (614) 752 9273 to obtain a user name and password and follow the directions at the above URL to register your program. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://odnapps01.odn.state.oh.us/das-eod/bmswebaavp.nsf/b2aee95274adf1028525735a005c938d>. For questions or help with filing a verification please contact the Affirmative Action/EEO Unit at (614) 466-8380. Prospective vendors should submit proof with their bid that they have an Affirmative Action Program on file with the state of Ohio DAS/EOD. If said information is not provided with the bid submission the bidder will have five (5) business days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS: (Cont'd.)

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.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

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: David Colopy.

SPECIFICATIONS FOR ACQUISITION AND DISTRIBUTION OF CHILD SAFETY SEATS

I. SCOPE:

The Ohio Department of Health, Ohio Buckles Buckeyes (OBB) Child Passenger Safety Program is seeking a qualified contractor to provide and distribute Convertible Child Safety Seats, Combination Forward Facing Child Safety Seats and Back Belt Positioning Booster Seats to eighty-eight (88) OBB Distribution Sites throughout Ohio.

II. REQUIREMENTS:

A. The initial two (2) shipments will consist of sixteen (16) seats first (1st) shipment and fourteen (14) seats per second (2nd) shipment per OBB Distribution Site. Any additional shipments may be for any quantity delivered to any of the OBB Distribution Sites.

1. The first delivery is scheduled for November 30, 2011.
2. The second delivery is scheduled for February 28, 2012.
3. The seat allocation is as follows:

Seat Allocation	1 st Shipment	2 nd Shipment
13 Counties	16 Convertibles	14 Convertibles
12 Counties	12 Convertibles 4 HBBPB Boosters	10 Convertibles 4 HBBPB Boosters
3 Counties	12 Convertibles 4 HBBPB Boosters	12 Convertibles 2 HBBPB Boosters
4 Counties	10 Convertibles 6 HBBPB Boosters	10 Convertibles 4 HBBPB Boosters
2 Counties	10 Convertibles 2 HBBPB Boosters 4 No Back Boosters	10 Convertibles 4 HBBPB Boosters

II. REQUIREMENTS: (Cont'd.)

<u>Seat Allocation</u>	<u>1st Shipment</u>	<u>2nd Shipment</u>
5 Counties	10 Convertibles 2 HBBPB Boosters 4 No Back Boosters	10 Convertibles 4 No Back Boosters
2 Counties	10 Convertibles 2 HBBPB Boosters 4 No Back Boosters	8 Convertibles 2 HBBPB Boosters 4 No Back Boosters
6 Counties	8 Convertibles 4 HBBPB Boosters 4 No Back Boosters	8 Convertibles 2 HBBPB Boosters 4 No Back Boosters
2 Counties	12 Convertibles 4 No Back Boosters	10 Convertibles 4 HBBPB Boosters
3 Counties	12 Convertibles 4 No Back Boosters	10 Convertibles 4 HBBPB Boosters
1 County	12 Convertibles 4 HBBPB Boosters	10 Convertibles 4 No Back Boosters
1 County	12 Convertibles 4 No Back Boosters	12 Convertibles 2 HBBPB Boosters
4 Counties	8 Convertibles 4 HBBPB Boosters 4 No Back Boosters	10 Convertibles 4 No Back Boosters
19 Counties	8 Convertibles 4 HBBPB Boosters 4 No Back Boosters	6 Convertibles 4 HBBPB Boosters 4 No Back Boosters
1 County	6 Convertibles 6 HBBPB Boosters 4 No Back Boosters	6 Convertibles 4 HBBPB Boosters 4 No Back Boosters
1 County	8 Convertibles 8 No Back Boosters	10 Convertibles 4 HBBPB Boosters
9 Counties	10 Convertibles 2 HBBPB Boosters 4 No Back Boosters	6 Convertibles 4 HBBPB Boosters 4 No Back Boosters

4. Total Number of Seats Delivered for Shipments One(1) and Two (2):

<u>Type Seats</u>	<u>Total for Both Shipments</u>	<u>1st Shipment</u>	<u>2nd Shipment</u>
Convertible Seats	1746	938	808
HBBPB Booster Seats	474	246	228
No Back Booster Seats	420	224	196
Total Number of Car Seats	2640	1408	1232

- B. All deliveries will be destination prepaid by the shipper and inside delivery to all OBB Distribution Sites at no additional charge.
- C. A list of delivery sites and the delivery schedule will be provided after the contract award.
- D. Product Specifications:
 - 1. Specification for Backless (“no-back”) Belt Positioning Booster Child Safety Seat.
 - a. Backless (“no-back”) Belt Positioning Booster (BPB) child safety seats must be suitable for children between 40 lbs. to 100 lbs and up to 57 inches in height.
 - b. Child restraint must be certified to meet Federal Motor Vehicle Safety Standard 213.
 - c. Backless BPB Seats must be used in the forward facing position only.
 - d. Backless BPB Seats must be used with the vehicle lap and shoulder seat belt system.
 - e. Backless BPB Seat must have a shoulder belt clip guide and padded armrests to help ensure proper seat belt positioning of the shoulder and lap portions of the belt.
 - f. Prefer padded, easy-to-remove, machine washable, fabric cover.

2. Specifications for Convertible Child Safety Seat
 - a. Convertible infant rear-facing (RF) and toddler forward-facing child restraint systems.
 - b. Child restraint must meet all current federal government (NHTSA) FMVSS-213 standards and the new FMVSS-225 standards for Lower Anchors and Tethers for Children (LATCH).
 - c. Must be suitable for children between 5 lbs. to 50 lbs. and up to 40 inches in height.
 - d. Must be approved for RF 5 lbs. to 35 lbs. – 35 lbs. and FF 20 lbs. – 22 lbs to a minimum of 50-100 lbs.
 - e. Must have a 5-point internal harness protection system.
 - f. Must have at least 4 sets of shoulder strap slots and 2 crotch strap locations.
 - g. Car seat must recline to a 45 degree angle for the rear-facing position.
 - h. The safety belt routing track must be wide enough to easily accept a standard vehicle safety belt threaded through the car seat safely under the legs of the child in the rear-facing position.
 - i. Must have recline position for infants and upright position for toddlers.
 - j. Must have harness retainer clip for the 5 pt. internal harness systems and locking clip included.
 - k. Prefer padded, easy to remove washable cloth-covered fabric.
 - l. Must have a pre-installed tether strap with tilt-lock adjuster.
 - m. No overhead shield or T-shield convertible seats accepted.
 - n. Child safety seats must be completely assembled upon delivery.

3. Specifications for High Back Belt Positioning Booster Child Safety Seats
 - a. High Back Belt Positioning Booster (BPB) child safety seats must be suitable for children between 30 lbs. to 100 lbs. and 38 inches to at least 57 inches in height.
 - b. Child restraint system must meet all current federal government (NHTSA) FMVSS-213 standards.
 - c. High Back BPB Booster Seats must be used in the forward facing position only.
 - d. High Back BPB Booster Seats must be used with the vehicle lap and shoulder seat belt system.
 - e. High back BPB Booster Seats must support the back and head of the child up to at least 57 inches in height.
 - f. High Back BPB Seat must have open-loop shoulder belt guides and padded armrests to help ensure proper seat belt positioning of the shoulder and lap portions of the belt.
 - g. Prefer padded, easy to remove washable cloth covered fabric.
 - h. High Back BPB Booster seats must be completely assembled upon delivery.
 - i. Prefer removable back for transition to a backless booster for children 40-100 lbs.

III. CONTRACTOR REQUIREMENTS:

The contractor must have been in business as a manufacturer of child passenger safety seats for a minimum of five (5) years. Bidder (Contractor) is to provide certification on company letterhead and other documentation that they are a manufacturer of child passenger safety seats and have been in business for a minimum of five (5) years. Letter should also include reference: ITB number, product description, number of years in business and pertinent contact information. This documentation should be included with the bid response.

PRICE SCHEDULE

OAKS ITEM ID.:	PRODUCT DESCRIPTION	UNIT PRICING		UNIT PRICING	
		11/01/11 through 10/31/12		11/01/12 through 10/31/13	
19552	Convertible Seats (Evenflo Titan – 3702098)	\$	56.92 Unit	\$	56.92 Unit
19553	No Back Booster Seats (Evenflo Bid Kid No Back – 2794198)	\$	15.43 Unit	\$	15.43 Unit
19554	HBBPB Seats (Evenflo Bid Kid Booster – 3091198)	\$	31.89 Unit	\$	31.89 Unit

CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT901812-1(10/31/13)



75997
 Evenflo Company, Inc.
 P.O. Box 1046
 Cullman, AL 35056

TERMS: Net 30 Days

DELIVERY: In accordance with delivery requirements listed on pages 4 and 5

REMIT TO:

75997
 Evenflo Company, Inc.
 P. O. Box 73658
 Cleveland, OH 44193

CONTRACTOR'S CONTACT: Patsy Pilcher,

Toll Free: (800) 768-6077
 FAX: (800) 382-4565
 E-Mail: ppilcher@bellsouth.net

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
2	06/30/14	This amendment is issued to advise that Contract No. OT901812 will not be renewed beyond the current expiration date of 06/30/14. Thereafter, agency shall procure their needs for these supplies/services in accordance with Ohio Revised Code Section 125.05
1	11/01/13	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 8 months, effective 11/01/13 through 06/30/14.