

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: PATROL CAR EMERGENCY LIGHTING EQUIPMENT - NEW

CONTRACT No.: RS900412

EFFECTIVE DATES: 06/14/11 to 05/31/13
Renewal through 04/30/15 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900412 that opened on 06/03/11. 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 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:

Rob Rounds
rob.rounds@das.state.oh.us

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

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

*Indicates change.

Signed: _____ Date _____
Robert Blair, Director

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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.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

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.

SPECIAL TERMS AND CONDITIONS (cont.)

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: Rob Rounds.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

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 include both state agencies and political subdivisions, 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.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted 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.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

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

SPECIAL TERMS AND CONDITIONS (cont.)

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 following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Ohio Treasurer Josh Mandel and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

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 terminate or cancel this Contract.

MANDATORY PRODUCT MEETING: The Ohio Department of Public Safety (ODPS) / Ohio State Highway Patrol (OSHP) requests all awarded Contractors provide a demonstration of their contracted full size light bar that meets the following specifications:

1. Interface with the OSHP current smart siren system and controller.
2. All blue LED light technology with blue lens except for the right and left alley LED and center front takedown LED.
3. The right and left alley will be clear LED with clear lens with a steady on or flash option.
4. The center front take down will be clear LED with clear lens in the center of the front portion of the light bar.

At the demonstration, the Contractors are expected to provide their contract pricing for the demonstrated light bar.

The demonstration will occur at the OSHP Central Install, Alum Creek Facility, 1583 Alum Creek Road, Columbus, OH on Friday, June 10, 2011 at 9:00 A.M.

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box (es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

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.

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 to serve as your Federal Taxpayer Identification Number.

SPECIFICATIONS

I. SCOPE

- A. The purpose of this bid is to establish a term contract for light bars and accessories as requested by the Ohio Department of Public Safety, Highway Patrol, all state agencies and properly registered public entities throughout the state of Ohio. Deliveries shall be F.O.B. destination to addresses located anywhere within the State, as designated on purchase orders.

II. CONTRACTOR REQUIREMENT

- A. The successful Contractor, upon request, shall provide engineering service to correct any difficulties encountered with the equipment.
- B. Contractor shall provide purchaser a complete light bar schedule, including pricing, that shall become part of the contract and valid for the duration of the contract.

III. GENERAL HARDWARE

A. Light Bar Requirements

1. All items shall be new, not reconditioned or refurbished.
2. All the proposed lights must conform to the minimum standards of the Society of Automotive Engineers (SAE J595), and to these minimum specifications. This standard can be purchased at <http://www.sae.org>.

PRICE SCHEDULE

CATALOG/PARTS LIST NUMBER	DESCRIPTION	MANUFACTURER	CONTRACTOR	UNIT PRICE
Federal Signal 2011	All available new items in bidders published catalog / price list. Please indicate percentage discount off published list price.	Federal Signal	Federal Signal	47% discount off list price

CATALOG/PARTS LIST NUMBER	DESCRIPTION	MANUFACTURER	CONTRACTOR	UNIT PRICE
Sound Off Signal Rev0211	All available new items in bidders published catalog / price list. Please indicate percentage discount off published list price.	Sound Off Signal	Adamson	42% discount off list price

CATALOG/PARTS LIST NUMBER	DESCRIPTION	MANUFACTURER	CONTRACTOR	UNIT PRICE
Whelen * 12/22/11	All available new items in bidders published catalog / price list. Please indicate percentage discount off published list price.	Whelen	Parr	44.2% discount off list price

CATALOG/PARTS LIST NUMBER	DESCRIPTION	MANUFACTURER	CONTRACTOR	UNIT PRICE
Code 3 01/03/11	All available new items in bidders published catalog / price list. Please indicate percentage discount off published list price.	Code 3	Code 3	51 % discount off list price

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT

157224
Adamson Industries Corp.
45 Research Drive
Haverhill, MA 01832

CONTRACT NO.: RS900412 (04/30/15) *

DELIVERY: 30 Days A.R.O.

CONTRACTOR'S CONTACT: Steve Contarino

Telephone: 978-681-0370
Toll Free: 800-232-0162
Fax: 978-975-7168
E-MAIL: scontarino@adamsonindustries.com

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

Fax: 800-710-9099

CONTRACTOR, TERMS, AND SHIPMENT



6839
Parr Public Safety Equipment, Inc.
8495 Estates Ct.
Plain City, OH 43064

CONTRACT NO.: RS900412-2 (04/30/15) *

DELIVERY: 30 Days A.R.O.

CONTRACTOR'S CONTACT: Tom Parr

Telephone: 614-873-7200
Toll Free: 866-320-7277
Fax: 614-873-7205
E-MAIL: tparr@parrpse.com

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

E-MAIL: tparr@parrpse.com

*Indicates change

CONTRACTOR INDEX (cont.)

CONTRACTOR, TERMS, AND SHIPMENT

84154
Federal Signal Corporation
2645 Federal Signal Drive
University Park, IL 60484

CONTRACT NO: RS900412-4 (04/30/15) *

DELIVERY: 30 Days A.R.O.
TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Scott Crouch

Telephone: 317-745-1604
Toll Free: 800-264-3578
Fax: 708-534-4853
E-MAIL: scottcrouch55@yahoo.com

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

E-MAIL:
scottcrouch55@yahoo.com

CONTRACTOR, TERMS, AND SHIPMENT

104467
Code 3, Inc
10986 N. Warson Road
St Louis, MO 63114-2029

CONTRACT NO: RS900412-6 (04/30/15) *

DELIVERY: 30 Days A.R.O.
TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Zak Wilson

Telephone: 614-595-6898
Toll Free: 800-825-4840
Fax: 614-385-8051
E-MAIL: ziwilson1@gmail.com

Preferred Method of Receiving Purchase Orders:

E-MAIL:
ziwilson1@gmail.com

* Indicates change.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
7	06/01/14	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 11 months, effective 06/01/14 through 04/30/15. All other prices, terms and conditions remain unchanged. And to notify of a change to the contract index from DPS002 to DPS002.
6	07/01/13	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 12 months, effective 07/01/13 through 05/31/14. All other prices, terms and conditions remain unchanged.
5	06/01/13	This amendment is issued to To notify of a unilateral one month renewal, effective June 1, 2013 through June 30, 2013.
4	09/24/12	This amendment is issued to remove dealer D&M Distributors effective with all orders issued on or after September 24, 2012
3	02/06/12	Indicates an update to the contractor's catalog edition.
2	07/25/11	Indicates an update to the contractor's contact for Federal Signal.
1	06/16/11	Indicates an update to the contractor's contact for Code 3.