

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

**REQUIREMENTS CONTRACT: REPAIR PARTS FOR PATROL CAR EMERGENCY LIGHTING EQUIPMENT**

CONTRACT No.: RS900209

EFFECTIVE DATES: 08/18/08 to 07/31/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900209 that opened on 07/07/08. 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:

Jennifer Dammeyer, CPPB  
jennifer.dammeyer@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>

Signed: \_\_\_\_\_  
Hugh Quill, Director Date

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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 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 (e.g. 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.

**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.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". Bidder shall submit published catalog / price list with bid for all available repair parts bid. Failure to do so may deem bid not responsive.

**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: Jennifer Dammeyer, CPPB.

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.

SPECIAL TERMS AND CONDITIONS (cont.)

**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.

**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 Richard Cordray 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.

SPECIAL TERMS AND CONDITIONS (cont.)

**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.

## SPECIFICATIONS

### I. SCOPE

- A. The purpose of this bid is to establish a term contract for repair parts only, for emergency vehicle lighting equipment 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 repair parts.
- B. Contractor shall provide purchaser a complete repair parts schedule, including pricing, that shall become part of the contract and valid for the duration of the contract.

### III. GENERAL HARDWARE

#### A. Repair Parts Requirements

- 1. All repair parts shall be new, not reconditioned or refurbished.
- 2. All the proposed repair parts 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>.

#### B. Delivery

- 1. The State may delay any order to a mutually agreeable time.

### IV. WARRANTY TERMS AND CONDITIONS

- A. The minimum repair part warranty requirements shall be for a minimum of one (1) year period, from the date of the part(s) are put into service.

PRICE SCHEDULE

CONTRACTOR: Code 3

CATALOG/PART S LIST NUMBER	DESCRIPTION	MANUFACTURER	UNIT PRICE
Code 3 – Parts List 0707 C3LIST0308	All available repair parts items in bidders published catalog / price list. Please indicate percentage discount off published list price.	Code 3	43 % discount off list price

CONTRACTOR: Statewide Emergency Products

CATALOG/PART S LIST NUMBER	DESCRIPTION	MANUFACTURER	UNIT PRICE
Federal Signal PPL1001	All available repair parts items in bidders published catalog / price list. Please indicate percentage discount off published list price.	Federal Signal	42 % discount off list price

CONTRACTOR: Adamson Industrial Corp.

CATALOG/PART S LIST NUMBER	DESCRIPTION	MANUFACTURER	UNIT PRICE
Signal Vehicle – PL09-01-06A	All available repair parts items in bidders published catalog / price list. Please indicate percentage discount off published list price.	Signal Vehicle	40 % discount off list price

CONTRACTOR: Adamson Industrial Corp.

CATALOG/PART S LIST NUMBER	DESCRIPTION	MANUFACTURER	UNIT PRICE
Sound Off Signal – 2008 rev. 0	All available repair parts items in bidders published catalog / price list. Please indicate percentage discount off published list price.	Sound Off Signal	42 % discount off list price

CONTRACTOR: Parr Public Safety Equipment, Inc.

CATALOG/PART S LIST NUMBER	DESCRIPTION	MANUFACTURER	UNIT PRICE
*Whelen – PPL09.0	All available repair parts items in bidders published catalog / price list. Please indicate percentage discount off published list price.	Whelen	35.5 % discount off list price

Contains recycled materials – Y/N: \_\_\_\_\_ N \_\_\_\_\_, If Yes \_\_\_\_\_%. Will not be part of the evaluation.

Note: If estimated usages are unknown a quantity of one (1) will be used for the evaluation.  
 Bidder shall submit published catalog / price list with bid for all available repair parts bid. Failure to do so may deem bid not responsive.

\*Denote: Catalog / Parts Price List updated effective June 7, 2009.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT

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

CONTRACTOR'S CONTACT: Steve Contarino

Preferred Method of Receiving Purchase Orders:

BID CONTRACT NO.: RS900209 (07/31/10)

CONTRACT NO: RS900209-1

DELIVERY: 30 Days A.R.O.

TERMS: 2%, 10 Days, Net 30 Days

Telephone: 978-681-0370

Toll Free: 800-232-0162

Fax: 978-975-7168

E-MAIL: [scontarino@adamsonindustries.com](mailto:scontarino@adamsonindustries.com)

Fax: 800-710-9099

CONTRACTOR, TERMS, AND SHIPMENT

104467  
Code 3, Inc.  
10986 North Warson Road  
St. Louise, MO 63114

CONTRACTOR'S CONTACT: Thomas Heubel

CONTRACTOR'S IT/MIS CONTACT: John McWilliams

Preferred Method of Receiving Purchase Orders:

CONTRACT NO: RS900209-2

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

Telephone: 314-426-2700

Fax: 314-426-1337

E-MAIL: [tcheubel@code3pse.com](mailto:tcheubel@code3pse.com)

Telephone: 314-426-2700

Fax: 314-426-1337

CONTRACTOR INDEX (cont.)

CONTRACTOR, TERMS, AND SHIPMENT



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

CONTRACTOR'S CONTACT: Tom Parr

CONTRACTOR'S IT/MIS CONTACT: Tom Parr  
Preferred Method of Receiving Purchase Orders:

CONTRACT NO: RS900209-3  
DELIVERY: 30 Days A.R.O.

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

Telephone: 614-873-7200  
E-MAIL: [tparr@parrpse.com](mailto:tparr@parrpse.com)

CONTRACTOR, TERMS, AND SHIPMENT



91269  
Statewide Emergency Products, Inc.  
1108 West Main  
Van Wert, OH 45891

CONTRACTOR'S CONTACT: Tomas R. White

CONTRACTOR'S IT/MIS CONTACT: Al Matarese  
Preferred Method of Receiving Purchase Orders:

CONTRACT NO: RS900209-4  
DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

Telephone: 440-759-8058  
Toll Free: 866-313-5042  
Fax: 866-832-4430  
E-MAIL: [tom@statewideford.com](mailto:tom@statewideford.com)

Telephone: 866-313-5042  
E-MAIL: [tom@statewideford.com](mailto:tom@statewideford.com)

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	06/07/09	Parr Public Safety Equipment new Parts Price List / Catalog No. PPL09.0