

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: SIG SAUER SIG RM400-16B-S CARBINE RIFLES

CONTRACT No.: RS900216

EFFECTIVE DATES: 07/01/15 to 06/30/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900216 that opened on 06/01/15. 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](#) (Revised 10/2013), 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.

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

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

Signed: _____
Robert Blair, Director Date

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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.

BRAND SPECIFIC SPECIFICATION: The product(s) in this Invitation To Bid (ITB) are being bid as BRAND SPECIFIC. That signifies that no alternates will be accepted for award. This Bid is in accordance with the Ohio Administrative Code 123:5-1-10 (K).

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within ninety (90) 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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". The state will multiply the estimated annual usage of each Bid item by its corresponding unit price then add these together to determine the lowest responsive and responsible bidder.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total.

MINIMUM ORDER: The minimum dollar value of any order placed against a contract awarded pursuant to this Bid for Delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than seven hundred (\$ 700.00) dollars. For orders less than this minimum, Section S-10 of the Supplemental Contract Terms and Conditions will govern.

CONTRACT RENEWAL: This contract may be renewed after the ending date of the Contract solely at the discretion of DAS for a period of one month. Any further renewals will be by mutual agreement between the contractor and DAS for any number of times and for an appropriate period of time. The cumulative time of all mutual renewals may not exceed thirty-six (36) months unless DAS determines that additional renewal is necessary.

MANUFACTURER LETTER OF AUTHORIZATION: Each bid submission should include a letter from the manufacturer on manufacturer's letterhead and signed by an authorized representative of the manufacturer stating the Bidder is authorized to represent the manufacturer in this bid effort. The letter must guarantee all requirements of this bid will be supported by the manufacturer to include at least as a minimum: delivery of weapons within the specified time frame; preparation of a supply of spare parts inventory, lifetime service policy statement of warranty, and that all OSHP product specifications and requirements as stated in this bid will be met. If not submitted with the bid document, the Bidder will have seven (7) calendar days after request to provide this letter of authorization. Failure to provide the letter as stated may result in disqualification of the bidder as not responsive with no chance of award of a contract.

USAGE REPORTS: In addition to the Contractor Quarterly Sales Reports 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, zip drive or via email in Excel format) 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 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: Walt Schneider, CPPB or to: walter.schneider@das.ohio.gov

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract price(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

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: In addition to the USAGE REPORTS below, 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 will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted within thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

SPECIAL CONTRACT TERMS AND CONDITIONS (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 one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent 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.

Use the following address for same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent 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.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

- A. Scope: The specifications below are for the procurement of firearms for the Ohio Department of Public Safety (ODPS), Ohio State Highway Patrol (OSHP) and co-operative purchasing entities. These firearms are predominantly for OSHP duty issue.
- B. Classification:
 - 1. Sig Sauer Sig RM400-16B-S Carbine Rifle as specified
 - 2. Optional Firearm Receiver Engraving.

II. REQUIREMENTS:

- A. Item 1. Sig Sauer Model SIG RM400-16B-S Carbine Rifle
 - 1. The weapon to be provided is the Sig Sauer Sig RM400-16B-S Carbine Rifle built on an AR15 Platform, M4 Style.
 - 2. Operating System: Direct impingement Gas System with rotating locking bolt.
 - 3. Upper Receiver:
 - a. 16 inch barrel including flash suppressor, nitride treated
 - b. 5.56mm x 45 NATO
 - c. Extractor support pin in barrel extension
 - d. 1 in 7 twist rate
 - e. Closed bolt operation, fed by a detachable box magazine
 - f. Iron sights, front sight "F" marked fixed post and adjustable flip-up rear sight with small and large aperture.
 - g. Flat-top
 - h. Aluminum quad rail with quick detachable ambidextrous sling mounts
 - i. Muzzle brake – bird cage style A2 flash suppressor
 - j. Military specification dust cover
 - k. Military specification forward assist
 - l. Military specification bolt and bolt carrier group with staked gas key
 - m. Built in brass deflector
 - 4. Lower Receiver:
 - a. Six position telescoping stock
 - b. Military specification buffer tube and spring
 - c. Quick detachable ambidextrous single point sling mounts forged into lower receiver
 - d. Military specification single stage trigger (7.6 lb. pull)
 - e. Ambidextrous magazine release built into receiver
 - f. Positive pressure detent built into lower receiver
 - g. Oversized bolt catch
 - h. Ambidextrous safety

SPECIFICATIONS (Continued)

5. Additional Items required (included in bid price)
 - a. Three (3) thirty (30) round Sig Sauer Sig RM400-16B-S aluminum magazines
 - b. Four (4) low profile ladder rail covers (black in color) for Sig Sauer Sig RM400-16B-S Carbine Rifle.
 - c. Adjustable nylon sling with adjustable dual point, single/two point mountable with oversized quick detach connections to fit the Sig Sauer Sig RM400-16B-S Carbine Rifle.

B. Item 2. Optional Engraving on the Firearm Receiver

1. At the option of the Agency the contractor shall provide for the Agency Logo Identifier to be laser engraved on the lower receiver of each firearm.
 - a. The Ohio State Highway Patrol (OSHP) will provide a camera ready copy of the logo required.
 - b. The final location of the engraving will be agreed to in writing by OSHP and the awarded Contractor.

III. ADDITIONAL REQUIREMENTS

- A. OSHP Warranty Requirements: Contractor must provide as part of their bid submission a lifetime service policy statement that assures the original purchaser, OSHP, will be covered for any manufactured defect(s) or workmanship for as long as the weapon remains the property of OSHP. This lifetime service policy statement will not cover damage due to misuse or damage other than that caused by manufactured defect(s) workmanship of the weapon as determined by the weapon manufacturer and the OSHP division armorer.
- B. Delivery Requirements:
 1. Each shipment of Sig Sauer SigM400 Carbine Rifles and additional items required will be securely packed and shipped F.O.B destination.
 2. OSHP will accept incremental shipments as available beginning 30 days after receipt of order
 3. All shipments will be made to:

Sergeant Robert Hilderbrandt
Ohio State Highway Patrol Academy
740 East 17th Avenue
Columbus, OH 43211

CONTRACT PRICES

OAKS Item ID #	UNSPSC Code	Unit of Measure (UoM)	Description	Bid Price (\$USD) Each
27499	46101500	Each (Ea.)	Sig Sauer Sig RM400-16B-S Carbine Rifle, including 3 thirty (30) round Sig Sauer Sig M400 aluminum magazines, four (4) low profile ladder rail covers (black in color) and one (1) adjustable Savvy Sniper nylon sling with dual point, single/two point mountable with oversized quick detach connections, as specified	\$ 856.00

OAKS Item ID #	UNSPSC Code	Unit of Measure (UoM)	Description	Bid Price (\$USD) Each
27500	46101500	Each (Ea.)	Firearm Receiver Engraving as Specified	\$ 33.00

BIDDERS SHALL COMPLETE THE FOLLOWING

Items offered above contain recycled materials – Y/N: NO if Yes ____%. (Not be part of the evaluation).

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 - None

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.

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.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: RS900216-1



0000091252

DELIVERY: 90 Days A.R.O.

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

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Doug Vance

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

E-mail: dvance@vanceoutdoors.com

Purchase Orders shall be E-mailed to:

E-mail: dvance@vanceoutdoors.com

REMITTANCE ADDRESS:

Vance Outdoors, Inc.
Attn: Accounts Payable
4250 Alum Creek Drive
Obetz, OH 43208

ALL DELIVERIES FOR ORDERS PLACED PURSUANT TO THIS CONTRACT SHALL BE MADE TO:

Ohio State Highway Patrol Academy
740 East 17th Avenue
Columbus, OH 43221

Attn: Sergeant Robert Hilderbrandt

FREIGHT ON LESS THAN MINIMUM ORDERS: Vance Outdoors, Inc. OAKS Item Number: 27501