

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <b>RS900821</b>	OPENING DATE (1:00 p.m.) <b>July 8, 2020</b>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. <b>MAC037</b>	BID NOTICE DATE <b>June 15, 2020</b>	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:			
<b>LAW ENFORCEMENT VEHICLE EQUIPMENT</b>			
<b>TERM OF CONTRACT:</b> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>07/10/20</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/23</u> unless DAS terminates the Contract based upon reasons set forth in the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating agency.			
<b>CONTRACT RENEWAL:</b> This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed <u>twenty-four (24)</u> months unless the Contracting Agency determines that additional renewal is necessary.			
<b>INSTRUCTIONS TO BIDDERS</b> and <b>STANDARD TERMS AND CONDITIONS</b> , Revised 05/15/20, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
Contract Components. Once awarded, the Contract will consist of: the complete Invitation to Bid, including the Instructions to Bidders, the Standard Contract Terms and Conditions, any Special Contract Terms and Conditions, the bid specifications and any written addenda or amendments to the Invitation to Bid or Contract; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").			
<b>INQUIRIES:</b> All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, <a href="http://procure.ohio.gov/">http://procure.ohio.gov/</a> . Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number"; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.			
		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

Effective: 03/05/19



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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within thirty (30) days after receipt of order. 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.

COMPETITIVE SELECTION - TWO PHASE AWARD-QUOTE: This solicitation may be awarded to more than one Supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. If the contract is awarded to multiple Suppliers, providing the same supplies or services in the same geographic area, Ordering Agencies shall solicit quotes for the required supplies or services from the Suppliers awarded in that geographic area, prior to ordering.

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.

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

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". Bidders do not need to bid on all manufacturers to be considered responsive.

CONTRACT AWARD: A contract will be awarded to one responsive and responsible bidder per manufacturer brand pursuant to Ohio Administrative Code 123:5-1-10(K). No other manufacturer's brands will be acceptable. Where two or more bidders offer the same manufacturer, the contract will be awarded to the bidder offering the highest discount.

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 five (5) 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.

MANUFACTURER CATALOG: The percentage discount quoted on the Price Schedule page(s) must be based on the manufacturer's most recent catalog available at time of bid. All Bidders shall include a copy of the most recent manufacturer's catalog with their bid, including Suggested Retail Prices. If the manufacturer publishes an official print catalog, the catalog should be submitted with the Bidder's bid on electronic media (CD, flash drive, USB, etc.) and must be configured in full searchable format. If the manufacturer does not publish an official print catalog, but rather maintains their pricing dynamically on their company website, the link to the manufacturer's catalog must be provided with the Bidder's bid.

PRICING AND DISCOUNTS: Discount percentages from catalog pricing will remain firm for the life of the contract. Discounts will be based on the current MSRP pricing in the Manufacturer's catalog at the time a product quote is requested. The Contractor should provide an expiration date on all quotes provided to an ordering agency.

SPECIAL TERMS AND CONDITIONS (CONT'D)

**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.

**QUANTITY DISCOUNT:** If a State of Ohio government agency and/or state political subdivision member of the DAS Cooperative Purchasing Program plans to make a volume purchase using this Contract, the ordering agency may choose to negotiate with the Contractor for a greater catalog discount. These requests will be determined on a case-by-case basis. Offering a greater catalog discount than the Contract provides is not mandatory, and negotiating a greater catalog discount for a purchase does not obligate the Contractor to do so in the future.

**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 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 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.

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.

SPECIAL TERMS AND CONDITIONS (CONT'D)

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.

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:

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

BACKGROUND: The purpose of this solicitation is to establish a term contract for multiple brands of law enforcement patrol car equipment 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.

The State is seeking items produced by the following manufacturers of law enforcement patrol equipment:

D&R Electronics  
Havis Products  
Jotto Public Safety  
Lund Industries  
Pro-Gard Products LLC

Bidders shall offer a single discount percentage for the manufacturer listed on the Price Schedule. Bidders are not required to submit a bid for all manufacturers included in this ITB. This discount will be available for any current or future products sold by the manufacturer, based on the manufacturer's current catalog at the time of order.

PRICE SCHEDULE – D&R ELECTRONICS

Percentage discounts offered shall be submitted in the standard percentage format. Bidders shall not insert a percentage with more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in the evaluation and any subsequent award.

By providing a discount percentage, the Bidders confirm that they are using the most current catalog for the manufacturer.

Bidder Name (As on front page of Bid): \_\_\_\_\_

Manufacturer: D&R Electronics

Indicate the percent discount from MSRP from the most current manufacturer's published catalog:

Percent Discount From MSRP: \_\_\_\_\_%

If applicable, website for manufacturer's catalog: \_\_\_\_\_

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

PRICE SCHEDULE – HAVIS PRODUCTS

Percentage discounts offered shall be submitted in the standard percentage format. Bidders shall not insert a percentage with more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in the evaluation and any subsequent award.

By providing a discount percentage, the Bidders confirm that they are using the most current catalog for the manufacturer.

Bidder Name (As on front page of Bid): \_\_\_\_\_

Manufacturer: Havis Products

Indicate the percent discount from MSRP from the most current manufacturer's published catalog:

Percent Discount From MSRP: \_\_\_\_\_%

If applicable, website for manufacturer's catalog: \_\_\_\_\_

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

PRICE SCHEDULE – JOTTO PUBLIC SAFETY

Percentage discounts offered shall be submitted in the standard percentage format. Bidders shall not insert a percentage with more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in the evaluation and any subsequent award.

By providing a discount percentage, the Bidders confirm that they are using the most current catalog for the manufacturer.

Bidder Name (As on front page of Bid): \_\_\_\_\_

Manufacturer: Jotto Public Safety

Indicate the percent discount from MSRP from the most current manufacturer's published catalog:

Percent Discount From MSRP: \_\_\_\_\_%

If applicable, website for manufacturer's catalog: \_\_\_\_\_

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

PRICE SCHEDULE – LUND INDUSTRIES

Percentage discounts offered shall be submitted in the standard percentage format. Bidders shall not insert a percentage with more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in the evaluation and any subsequent award.

By providing a discount percentage, the Bidders confirm that they are using the most current catalog for the manufacturer.

Bidder Name (As on front page of Bid): \_\_\_\_\_

Manufacturer: Lund Industries

Indicate the percent discount from MSRP from the most current manufacturer's published catalog:

Percent Discount From MSRP: \_\_\_\_\_%

If applicable, website for manufacturer's catalog: \_\_\_\_\_

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

PRICE SCHEDULE – PRO-GARD PRODUCTS LLC

Percentage discounts offered shall be submitted in the standard percentage format. Bidders shall not insert a percentage with more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in the evaluation and any subsequent award.

By providing a discount percentage, the Bidders confirm that they are using the most current catalog for the manufacturer.

Bidder Name (As on front page of Bid): \_\_\_\_\_

Manufacturer: Pro-Gard Products LLC

Indicate the percent discount from MSRP from the most current manufacturer's published catalog:

Percent Discount From MSRP: \_\_\_\_\_%

If applicable, website for manufacturer's catalog: \_\_\_\_\_

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