



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: FIREARMS FOR THE OHIO HIGHWAY PATROL AND OHIO INVESTIGATIVE UNIT

CONTRACT No.: OT903716

EFFECTIVE DATES: 12/01/15 to 11/30/18

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903716 that opened on 11/13/15. 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 The Ohio Department of Public Safety, 1970 West Broad Street, Columbus, OH 43223, 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 Web site at the following address:

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

Signed: _____
Robert Blair, Director Date

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* Added by amendment #1, effective 09/27/16.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS

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 to one hundred twenty (90 - 120) 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. (Approved exceptions to Bid Special Contract Terms and Conditions)

EVALUATION: To determine the low lot total price of each category, the state will multiply the estimated annual usage of each item in the category by its corresponding unit price and then add these totals together. Although there will be separate category awards made, bidders are eligible to receive award of both categories providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the categories. Failure to bid all items within a category may result in the bidder being deemed not responsive. For Categories 1 and 2 items 3, Remington Model 870 Police and 870 P Shotguns, the trade-in allowance offered will be deducted from the unit price to determine the net price for each item.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by product category. Failure to bid all items within a product category, may result in the bidder being deemed not responsive for that category.

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 five hundred (\$500.00) dollars. For orders less than this minimum, Section S-10 of the Supplemental Contract Terms and Conditions will apply.

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 Ohio State Highway Patrol 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.

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 requested the bidder will be required to provide the samples within seven (7) calendar days after notification. Failure to provide the samples within the stated time period may result in the bidder being deemed not responsive. If requested, samples shall be delivered to the Ohio Department of Public Safety, Ohio State Highway Patrol Armorer as requested in the request for sample correspondence. The OSHP Armorer will inspect the sample and document its compliance or non-compliance with the specifications of this Invitation to Bid. The sample will then be made available for pick up by the Bidder submitting the sample. The evaluation documentation of the sample provided will be used as a basis of comparison with actual product delivered under contract. Any variation between the sample 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 and the Ohio Department of Public Safety, Ohio State Highway Patrol Armorer.

MANUFACTURER'S SPECIFICATIONS: Manufacturer's specification sheets should be submitted by the Bidder for each item bid. If not provided as part of the bid response, the Bidder must provide said specification sheets within seven (7) calendar days after request/notification by the Office of State Purchasing to do so. Any references, that may appear in the manufacturer's specification sheets, 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 manufacturer's specification sheets either as part of their bid response or within the time specified herein will deem the bidder not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter Contractor(s) may submit a request to increase 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 the provisions of Article 6, "Contract Terms and Conditions".

USAGE REPORTS: 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 and 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

SPECIFICATIONS

I. SCOPE:

These specifications are for the procurement of firearms for The Ohio Department of Public Safety (ODPS), Ohio State Highway Patrol (OSHP) and Ohio Investigative Unit (OIU). The firearms are delineated into two categories.

II. CLASSIFICATION OF CATEGORIES:

- A. Category 1. Ohio State Highway Patrol Duty Firearms
- B. Category 2. Ohio Investigative Unit Firearms

III. REQUIREMENTS:

- A. Category 1. Ohio State Highway Patrol Duty Firearms
 - 1. Sig Sauer, P226, 40 Caliber, Two-Tone Non Railed Frame, DAK with Sig Lite Night Sights; Engraved with OSHP Flying Wheel engraved on Top of the Slide. Including three (3) twelve (12) round magazines with rubber base plates. Sig Sauer Model Number W226-40-SP.
 - 2. Sig Sauer, P239, 40 Caliber, Non Railed, DAK Pistol with Nitron Finish, Sig Lite Night Sights; including three (3) seven (7) round magazines: Sig Sauer Model Number W239-40-BSS-DAK.

SPECIFICATIONS (Continued)

3. Remington 870 Police 12 Gauge Shotgun with 14 inch barrel and modified choke, XS low profile rifle sights, Knoxx Special Ops recoil-reducing adjustable stock, Speed Feed fore end, Parkerized, including Mesa Tactical 4-round side saddle. OSHP Flying Wheel Logo engraved on the right side of the receiver. Remington Model Number #82718
 4. Trade-in Price for Remington 870 Police 12 Gauge Shotguns.
 5. 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,
 6. Optional Engraving for Sig Sauer, Sig RM400-16B-S Carbine Rifle Receiver – 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 as specified by OHSP at time of order.
- B Category 2. Ohio Investigative Unit Firearms
1. Sig Sauer P229, 40 Caliber, Nitron Finish, Sig Lite Night Sights, including three (3) ten (10) round magazines. Sig Sauer Model Number WE29R-40-BSS-SRT.
 2. Sig Sauer P239, 40 Caliber, Nitron Finish, Sig Lite Night Sights, including three (3) seven (7) round magazines. Sig Sauer Model Number W239-40-BSS-SRT.
 3. Remington 870 P 12 Gauge Shotgun, Parkerized, 14 inch barrel with modified choke, ghost ring sights, Knoxx Special Ops II recoil collapsible stock, Surefire DSF870 integrated fore end and LED light, Investigative Unit Logo engraved on the right side of the receiver. Remington Model Number 82759.
 4. Trade-in Price for Used Remington 870 P 12 Gauge Shotguns.
- C. Additional Requirements
1. Ohio State Highway Patrol and Ohio Investigative Unit camera ready logos, when required will be provided by the Ohio State Highway Patrol Armorer upon award of a contract. The exact location of any engraving required will be specified in writing by the Ohio State Highway Patrol Armorer upon submission of order(s).
 2. Ohio State Highway Patrol / Ohio Department of Public Safety Warranty Requirements: The Bidder should provide as part of their bid submission a lifetime service policy statement that assures the original purchaser, OSHP or the Ohio Department of Public Safety (ODPS), will be covered for any manufacturer defect(s) or workmanship flaws for as long as the firearm remains the property of OSHP/ODPS. This lifetime service policy statement will not cover damage due to misuse or damage other than that attributed to manufacturer defect(s) or workmanship of the firearm as determined by the manufacturer and the OSHP division armorer. If not provided by the Bidder with their bid submission, the bidder must provide the above warranty statement within seven (7) calendar days of request from DAS. Failure to provide the warranty as required may disqualify the Bidder from consideration of award.
Exception to additional requirement 2 accepted by DAS/ODPS: Remington Arms Company (RAC) warrants the original purchaser of a new firearm from the RAC that such firearm shall be free from defects in material and workmanship for two (2) years from the date of original purchase by the original purchaser. (See contract file for detailed RAC warranty information.)
 3. During the term of the Contract pursuant to this Bid, OSHP or OIU may offer for trade their current in-service Remington 870P 12 gauge shotguns. These shotguns may have varying stock configurations. Trade-in shotguns may not be available for pick up for 30 or more days after delivery of the new replacement shotguns. The awarded contractor shall be responsible for pick-up of trade-in shotguns at the Ohio State Highway Patrol Academy, 740 East 17th Avenue Columbus, OH 43211, subject to instructions issued by the OSHP.

SPECIFICATIONS (Continued)

4. Delivery Requirements

- a. Each shipment pursuant to orders placed by OSHP shall be securely packed and shipped F.O.B. Destination, Freight Prepaid.
- b. OSHP will accept incremental shipments from the Contractor/manufacturer beginning 30 days after receipt of order.
- c. All deliveries shall be made to: Ohio State Highway Patrol Academy
740 East 17th Avenue
Columbus, OH 43211
Attention: Sergeant James D. Cress

BIDDERS SHALL COMPLETE THE FOLLOWING:

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

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section V. General Provisions:, Paragraph Q:

List names of subcontractors who will be performing work under the Contract.

NOT APPLICABLE _____

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.

CONTRACT PRICES

CATEGORY 1. OHIO STATE HIGHWAY PATROL DUTY FIREARMS – CONTRACTOR: Vance Outdoors, Inc. 000091252

OAKS Item #	UNSPSC	Description	Unit of Measure (UoM)	Manufacturer	Manufacturer Part #	Contract Price (\$ per UoM)
29143	46101500	Sig Sauer, P226, 40 Caliber, Two-Tone Non Railed Frame, DAK with Sig Lite Night Sights; Engraved with OSHP Flying Wheel engraved on Top of the Slide. Including three (3) twelve (12) round magazines with rubber base plates.	Each	Sig Arms	W226-40-SP	\$ 611.00
29144	46101500	Sig Sauer, P239, 40 Caliber, Non Railed, DAK Pistol with Nitron Finish, Sig Lite Night Sights; including three (3) seven (7) round magazines.	Each	Sig Arms	W239-40-BSS-DAK	\$ 538.10
29145	46101500	Remington 870 Police 12 Gauge Shotgun with 14 inch barrel and modified choke, XS low profile rifle sights, Knox Special Ops recoil-reducing adjustable stock, Speed Feed fore end, Parkerized, including Mesa Tactical 4-round side saddle. OSHP Flying Wheel Logo engraved on the right side of the receiver.	Each	Remington Arms	82718	\$ 640.00
N/A	46101500	Trade-in Price for Remington 870 Police 12 Gauge Shotguns	Each	Remington Arms	n/a	\$ 155.00
27499	46101500	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,	Each	Sig Arms	RM400-16B-S	\$ 858.25
27500	46101500	Optional Engraving for Sig Sauer, Sig RM400-16B-S Carbine Rifle Receiver – 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 as specified by OHSP at time of order.	Each	Sig Sauer	Engraving	\$ 33.00

CONTRACT PRICES (Continued)

CATEGORY 2. OHIO INVESTIGATIVE UNIT FIREARMS – CONTRACTOR: Vance Outdoors, Inc. 0000091252

OAKS Item #	UNSPSC	Description	Unit of Measure (UoM)	Manufacturer	Manufacturer Part #	Contract Price (\$ per UoM)
29146	46101500	Sig Sauer P229, 40 Caliber, Nitron Finish, Sig Lite Night Sights, including three (3) ten (10) round magazines.	Each	Sig Arms	WE29R-40-BSS-SRT	\$ 629.05
29147	46101500	Sig Sauer P239, 40 Caliber, Nitron Finish, Sig Lite Night Sights, including three (3) seven (7) round magazines.	Each	Sig Arms	W239-40-BSS-SRT	\$ 561.80
29148	46101500	Remington 870 P 12 Gauge Shotgun, Parkerized, 14 inch barrel with modified choke, ghost ring sights, Knox Special Ops II recoil collapsible stock, Surefire DSF870 integrated fore end and LED light, one round magazine tube extension, Mesa Tactical 4-round side saddle. Ohio Investigative Unit Logo engraved on the right side of the receiver.	Each	Remington Arms	82759	\$ 1,118.90
N/A	46101500	Trade-in Price for Mossburg 590 Police 12 Gauge Shotguns *	Each	Mossburg Arms *	N/A	\$ 150.00 *

EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS ACCEPTED BY DAS AND ODPS:

1. Delivery Term for Sig Sauer weapons shall be 90 Days ARO.
2. Delivery Term for the Remington 870P 12 Gauge Shotgun with 14" barrel shall be 120 Days ARO.

* Changed by amendment #1, effective 09/27/16.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT903716-1

0000091252

DELIVERY: 90 - 120 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 ext. 115
FAX: (614) 471-2134
E-mail: dvance@vanceoutdoors.com

PLACEMENT OF PURCHASE ORDERS:

Purchase Orders are to be emailed to:

dvance@vanceoutdoors.com

OAKS Item Identification Number, Freight on Minimum Orders: 29149

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	09/27/16	This amendment is issued to change the trade-in item and price for the Remington 870 Police Shotgun in Category 2 OHIO INVESTIGATIVE UNIT FIREARMS on page 8 of the contract and to add a Summary of Amendments page #10 to the Contract effective 09/27/16.