

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: LAW ENFORCEMENT VEHICLE EQUIPMENT

CONTRACT No.: RS00903005

EFFECTIVE DATES: 03/13/13 to 02/28/15  
Renewal through 02/28/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS00903005 that opened on 02/06/12, Invitation to Bid No. RS903813 that opened on 04/17/13, and \*Invitation to Bid No. RS900316 that opened on 07/22/15. 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 OHIO STATE HIGHWAY PATROL, DEPARTMENT OF PUBLIC SAFETY, COLUMBUS, OH 43223, 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 Web site at the following address:

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

\*Indicates award of ITB RS900316 to become a part of this contract.

Signed: \_\_\_\_\_  
Robert Blair, 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.

**\*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).

**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.

**\*EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: multiply the "Bid Price Per Each" by the "Estimated Annual Usage" listed in the bid to arrive at a total for each line item. The total from each line item will then be summed to receive a low lot total for all items.

**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.

\*Bid Number RS900316 contract award will be awarded to the lowest responsive and responsible bidder by low lot total. Failure to bid all items may result in the bidder being deemed not responsive.

**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.

**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: Contract Analyst (DPS001)\*.

\*Indicates updates to Special Terms and Conditions effected by bid number RS900316.

SPECIAL TERMS AND CONDITIONS (cont.)

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 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 terminate or cancel this Contract.

\*Indicates updates to Contractor Quarterly Sales Report information.

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 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 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 (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.

\*Indicates updates to Contractor Revenue Share information.

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

DATA SHEET: Shown below are the specification requirements for equipment that the state desires to purchase. The annual estimated quantities for the Ohio Department of Public Safety (ODPS), Highway Patrol, are outlined in Supplement A. Bidder signifies compliance or non-compliance with specifications by listing and outlining all deviations from specifications on company letterhead and returning it with the bid. Failure to comply may deem the bid not-responsive. The Invitation to Bid and subsequent contract are brand, model and year specific.

### A. SCOPE:

The purpose of this bid is to establish a term contract for law enforcement patrol car equipment by the ODPS, 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.

### B. SPECIFICATIONS:

1. Jotto Desk Full Size Trunk Tray for 2011 Dodge Charger.  
Part Number is #425-8103.
2. Lund Low Profile console Package for 2012 Dodge Charger.  
Part Number is #VHP-OSHP-CGR11.  
Listed below are the components of the above console package:
  1. 1 each Custom Low Profile Console.
  2. 4 each Equipment Face Plates.
  3. 1 each Double Cup Holder.
  4. 3 each Mic Holder Bracket with Mic Clip.
  5. 1 each Radar Power Plugs / Passenger Side of Console.
  6. 1 each Note Pad.
  7. 1 each custom Switch Panel with 3 Switches and 2 Power Plugs.
3. Lund Laptop Mounting Assembly for 2012 Dodge Charger.  
Part Number is #CLMP-OSHP-DC.  
Listed below are the components of the above Laptop Mounting Assembly.
  1. 1 each Tilt & Swivel Adaptor.
  2. 1 each Telescoping Swing Arm Assembly.
  3. 1 each CF-19 Docking Station & Power Supply for Dock & Screen Support Arm.
4. Lund Low Profile console Package for 2012 Chevrolet Tahoe.  
Part Number is VHP-OSHP-TAH  
Listed below are all of the components of the above laptop mounting assembly:
  1. 1 each Custom Low Profile Console.
  2. 4 each 1 Piece Equipment Face Plates.
  3. 1 each Double Cup Holder.
  4. 3 each Mic Holder Bracket with Mic Clip.
  5. 1 each Radar Power Plugs / Passenger Side of Console.
  6. 1 each Note Pad Holder.
  7. 1 each custom Switch Panel with 3 Switches and 2 Power Plugs.
5. Pro-Gard Molded rear ABS seat in Gray for 2012 Dodge Charger.  
Part Number is #S56C06.
6. Jotto Desk Patriot Space Creator Partition with Half Slider Window for 2011 Dodge Charger.  
Part Number is 475-0721.
7. D&R Passenger Side Fold-Down Trunk Tray for 2012 Dodge Charger.  
Part Number is #932-0014B.
8. D&R Drivers Side Fold-Down Trunk Tray for 2012 Dodge Charger.  
Part Number is #932-0014A.

SPECIFICATIONS (Cont'd)

- \*9. D & R Electronics single drawer, lightweight aluminum cabinet. Item to include dividers and 500 pound slide rails with interlock positioning. 1" tie down lip at the top surface. Dimensions: 48" wide x 35" length x 21" height. This will be used in combination with a Chevrolet Tahoe.  
Part Number 934-0485A.
- \*10. D & R Electronic steel sub-frame, this will be used in combination with a Chevrolet Tahoe.  
Part Number 933-0111A.

C. PRICE SCHEDULE:

OAKS ITEM ID	ITEM	Manufacturer	*Contractor	Price
24379	Full Size Trunk Tray - Dodge Charger	Jotto Desk	Statewide Emergency Products	\$375.00
24380	Low Profile Console Package - Dodge Charger	Lund	Statewide Emergency Products	\$525.00
24381	Laptop Mounting Assembly - Dodge Charger	Lund	Statewide Emergency Products	\$1,339.00
24382	Low Profile Console Package - Chevrolet Tahoe	Lund	Statewide Emergency Products	\$698.00
24383	Molded Rear ABS Seat Color Gray - Dodge Charger	Pro-Gard	Statewide Emergency Products	\$399.00
24807	Patriot Space Partitions - Dodge Charger	Jotto Desk	Statewide Emergency Products	\$459.00
24808	Passenger Side Fold Down Trunk Tray	D&R	D & R	\$143.00
24809	Drivers Side Fold Down Trunk Tray	D&R	D & R	\$143.00
*27727	Single Drawer, lightweight aluminum cabinet – Chevrolet Tahoe	D&R	Statewide Emergency Products	\$2,065.00
*27728	Steel Sub-Frame – Chevrolet Tahoe	D&R	Statewide Emergency Products	\$185.00

\*Indicates update to the Specifications, to insert an additional column to the Price Schedule to disclose Contractor of each OAKS Item ID, and to update the Price Schedule with the addition of items as a result from the award of ITB RS900316.

CONTRACTOR INDEX

CONTRACTOR, TERMS, DELIVERY:



91269  
Statewide Emergency Products  
1108 W Main  
Van Wert, OH 45891

CONTRACT NO.: RS00903005-1

DELIVERY: 45 to 60 ARO  
TERMS: Net 30 Days

Preferred Method of Receiving Purchase Orders:

FAX: (866) 832-4430

CONTRACTOR'S CONTACT: Tom White

TELEPHONE: (440) 759-8058  
FAX: (866) 832-4430  
E-MAIL: [tom@statewideford.com](mailto:tom@statewideford.com)

CONTRACTOR, TERMS, DELIVERY:

150503  
D & R Electronics  
8820 George Bolton Parkway  
Bolton, Ontario L7E 2Y4

CONTRACT NO.: RS00903005-3\*

DELIVERY: 5 to 7 weeks  
TERMS: Net 30 Days

Preferred Method of Receiving Purchase Orders:

FAX: (905) 951-0019

CONTRACTOR'S CONTACT: Tom Ennema

TELEPHONE: (800) 538-7338  
FAX: (905) 951-0019  
E-MAIL: [tennema@dandrelectronics.com](mailto:tennema@dandrelectronics.com)

\*Indicates an update to the Bid Contract No.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
5	01/24/17	This amendment is issued to advise that Contract No. RS00903005 will not be renewed beyond the current expiration date of 02/28/2017. This contract is being rebid with a new index number.
4	10/22/15	This amendment is issued to update the Bid Contract Number for D & R Electronics.
3	08/21/15	This amendment is issued to notify of award of ITB Number RS900316, to remove Contract Analyst information from page 1 of the contract (Contract Analyst information can be found on the contract overview page located on the DAS Procurement web site), and other changes as indicated herein.
2	03/01/15	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 24 months, effective 03/01/15 through 2/28/17; and to update the contract contact person and the Bid Contract No.
1	05/10/13	Indicates an update to the contract with the addition of item 24807 from Bid Number RS903213 which opened on 4/17/13. Contract updated with new vendor.