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: FLARES, HIGHWAY EMERGENCY (AUTOMOTIVE FUSEES)

CONTRACT No.: RS900711

EFFECTIVE DATES: 02/25/11 to 01/31/14
Renewal through 01/31/16

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900711 that opened on 01/28/11. 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:

Rob Rounds
rob.rounds@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: _____
Robert Blair, Director Date

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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 60 - 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.

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 State Purchasing to do so. 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 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: To determine the low lot total price of the ITB, the state will multiply the estimated annual usage of each item by its corresponding unit price and then add these totals together.

AWARD: There will be one (1) low lot total award made to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract prices(s) will remain firm for the first twelve (12) month 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”.

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 State Purchasing, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Rob Rounds

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this Invitation to Bid shall be shipped F.O.B. destination, freight prepaid and allowed, except as noted below. Shipment shall be made to any state agency, state vocational school, state university, state community college or any properly registered counties, townships, municipal corporations or school districts located within the state of Ohio.

PLACEMENT OF ORDERS: Purchase orders for any item(s) listed in a contract awarded pursuant to this Invitation to Bid (ITB) will be placed directly with the successful contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this Invitation to Bid (ITB) for less than twenty-five ($25.00) dollars. The minimum dollar value of any order placed against a contract awarded pursuant to this Invitation to Bid for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than two hundred ($200.00) dollars. All orders are to be in full case quantities.

ON ORDERS TOTALING LESS THAN TWO HUNDRED ($200.00) DOLLARS: Shipment is to be made by freight, parcel post, express or commercial package delivery, whichever is the most economical method for proper delivery of the item F.O.B. destination. The cost of transportation from the Contractor's address to the destination on such orders shall be prepaid and added to the invoice. Orders valued at or above $200 will be FOB Destination, Prepaid and Allowed.

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 (i.e. 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 the Treasurer, State of Ohio 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.

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's to serve as your Federal Taxpayer Identification Number.

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 FOR FLARES, HIGHWAY EMERGENCY (AUTOMOTIVE FUSES)

I. SCOPE: These specifications are for spikeless fusees, to be used as a highway emergency signal, to warn approaching traffic of danger. Shall consist of a paper tube containing a chemical mixture which burns with a red light for a period as specified below, without replacing all or any part of the fusee.

II. APPLICABLE DOCUMENTS: The fusees must comply with all requirements and specifications of the Interstate Commerce Commission, Bureau of Explosives dated January 1972, and any amendments thereto.

III. REQUIREMENTS: The fusees shall meet the following specifications:

Minimum Time of Burning	15 minutes	20 minutes	30 minutes
Diameter of Tube	7/8 inches	7/8 inches	7/8 inches
Length approximately, overall	10 inches (max.)	12 inches (max.)	17-1/2 inches (max.)

IV. DELIVERY: Shall be to each ordering agency or political subdivision. Some ordering entities do not have the capability to receive the shipments via receiving dock and may require deliveries be made via trucks equipped with lift gates. These ordering entities should notify the Contractor of this requirement at the time of order placement.

V. QUALITY CONTROL: At the option of the Office of State Purchasing or the using agency, samples may be taken from deliveries made pursuant to an ensuing contract and submitted for laboratory tests. Failure to meet the specification requirements will invalidate the awarded contract and will result in the Contractor being liable for any financial losses incurred by the state of Ohio.

PRICE SCHEDULE

OAKS Item ID:	ITEM	PRICE PER GROSS	CONTAIN RECYCLED MATERIAL	% RECYCLED MATERIAL
3300	Fusee, (Flare), Spikeless Automotive Highway Emergency - 15 Minutes	* $99.64	N/A	0%
3301	Fusee, (Flare), Spikeless Automotive Highway Emergency - 20 Minutes	* $113.48	N/A	0%
7833	Fusee, (Flare), Spikeless Automotive Highway Emergency - 30 Minutes	* $162.28	N/A	0%

19040 In the event that the ordering entity requires that deliveries be made via trucks equipped with lift gates, this additional charge will apply: $40.00 per delivery

* Indicates an update to the price per gross.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: RS900711-2 *(01/31/16)

134063
Orion Safety Products
28320 St. Michaels Road
Easton, MD 21601

DELIVERY: 7 - 14 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Ken Harrison

Telephone: (800)-637-7807
FAX: (410)-822-0318
E-mail: kenny@orionsignals.com

MINIMUM ORDER: Minimum order amount for freight prepaid and allowed, F.O.B. Destination will be $200.00 For orders below $200.00, ship via least costly method, prepaid and add to invoice.

Minimum order freight charges as applicable: OAKS I.D. 5069

*indicates renewal.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	02/01/14	As a result of mutual agreement between the state of Ohio and the contractor, this amendment is issued to renew the subject contract an additional 24 months, effective 02/01/14 through 01/31/16.
2	04/15/13	Indicates an update to the price per gross effective with all orders on or after April 15, 2013.
1	02/15/12	Indicates an update to the price per gross effective with all orders on or after February 15, 2012.