

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: PATROL VEHICLE EMERGENCY LIGHTING, SIREN AND ACCESSORIES – NEW

CONTRACT No.: RS900716

EFFECTIVE DATES: 10/05/2015 to 09/30/2017

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900716 that opened on 09/23/15. 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

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Amendments to Contract Terms and Conditions	3
Multiple Award Contract	3
Evaluation	3
Contract Award	3
Contract Award	3
Delivery and Acceptance	3
Fixed-Price with Cost Adjustment	3
Cooperative Purchasing Contract	3
Contractor Quarterly Sales Report	4
Contractor Revenue Share	4
Bid Automobile Liability Checklist	5
Disclosure of Subcontractors/Joint Ventures	5
Specifications	6
<u>CONTRACT ITEMS</u>	
Price Schedule	7-9
Contractor Index	10

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.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated annual usage with the unit price offered for each line item in the market basket, then sum these totals to determine the total for each market basket. A Catalog discount will be a discounted rate by percentage that is to be given for all catalog items that are not listed in the market baskets. The discount offered will be applied to 6 predetermined items from each catalog. These amounts will be summed to get a catalog total. The totals from the market basket and corresponding catalog will be summed to determine the lowest most responsive and responsible bidder by low lot total. Failure to bid all quantities within a market basket may deem the bidder not responsive and no further consideration for award will be given for that category. All quantities within a category shall be bid to be considered for award.

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

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.

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.

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.

SPECIAL TERMS AND CONDITIONS (cont)

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.

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.

SPECIAL TERMS AND CONDITIONS (cont)

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.

The remainder of this page was intentionally left blank

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

- A. Scope - The purpose of this bid is to establish a term contract for light bars, sirens and accessories as requested 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.

Pricing schedules for market basket list of items will be delineated into three (3) categories A, B and C. A third pricing schedule will be outlined for the purpose of defining a catalog discount on all items not listed in each of the market baskets A, B and C.

B. Classification

1. Market Basket List A, B and C

- a. Accessory Light
- b. Bracket Kit
- c. Light Bar
- d. Mounting Kit
- e. Siren

II. CONTRACTOR REQUIREMENT

- A. The successful Contractor, upon request, shall provide engineering service to correct any difficulties encountered with the equipment.
- B. Products will be ordered and shipped upon request of purchasing agency during the term of the contract.
- C. Contractor must notify the purchasing agency contact(s) via email or telephone call if delivery requirements cannot be met within the specified time. The State may at its own discretion cancel a delayed order with no additional charges to be paid by the State.

III. GENERAL REQUIREMENTS

A. Light Bar Requirements

1. All items shall be new, not reconditioned or refurbished.
2. All the proposed lights must conform to the minimum standards of the Society of Automotive Engineers (SAE J595 up-to-date version), and to these minimum specifications. This standard can be purchased at <http://www.sae.org>.

The remainder of this page was intentionally left blank

PRICE SCHEDULE
MARKET BASKET A

AWARDED CONTRACTOR: CODE 3, INC.

OAKS ITEM NUMBER	ITEM DESCRIPTION	MATERIAL OR CATEGORY	MANUFACTURER	MANUFACTURER PART NUMBER	ESTIMATED ANNUAL USAGE	UOM	UNIT BID PRICE
28099	Radar Antenna Mount	Mounting Kit	Code 3 Inc.	RDRMNT	407	EA	\$30.969
28100	Dodge Charger Light Bar Mount Bracket	Mounting Kit	Code 3 Inc.	DGCHR	87	EA	\$10.487
28101	Light Bar Lens Clips	Accessory Light	Code 3 Inc.	T01777	47	EA	\$0.934
28102	Enforcement Light Bar RX2700c	Lightbar	Code 3 Inc.	2747-C54758	24	EA	\$2,045.266
28103	Chevy Tahoe Light Bar Mount Bracket	Mounting	Code 3 Inc.	CVYTH07-48	18	EA	\$23.825
28104	Chevy Tahoe Light Bar Kit	Accessory Light	Code 3 Inc.	CVYTH07-48	10	EA	\$23.825
28105	Chevy Tahoe Light Bar Hook	Accessory Light	Code 3 Inc.	CVYTH07-48	4	EA	\$23.825
28106	White Hide-a-Blast Light	Accessory Light	Code 3 Inc.	VW	3	EA	\$46.472

PRICE SCHEDULE
CATALOG DISCOUNT A

Code 3, Inc. 2015 List Price effective date March 31, 2015.

ITEM DESCRIPTION	ESTIMATED ANNUAL USAGE	Catalog Discount
Item Number: 28236 Catalog discount on Items NOT listed in market basket A	\$362,000.00	46%

PRICE SCHEDULE
MARKET BASKET B

AWARDED CONTRACTOR: FEDERAL SIGNAL CORPORATION

OAKS ITEM NUMBER	ITEM DESCRIPTION	MATERIAL OR CATEGORY	MANUFACTURER	MANUFACTURER PART NUMBER	ESTIMATED ANNUAL USAGE	UOM	UNIT BID PRICE
28107	Dodge Charger Siren Bracket	Bracket Kit	Federal Signal Corp.	750501-09	212	EA	\$22.79
28108	Ford Interceptor Utility Siren Bracket	Bracket Kit	Federal Signal Corp.	750501-10	68	EA	\$22.79
28109	Microphone Extension Cable	Siren	Federal Signal Corp.	RMK	50	EA	\$59.39
28110	Smart Siren Microphone	Siren	Federal Signal Corp.	MNCT-SC	49	EA	\$31.27
28111	2015 Tahoe Headlight Flasher	Accessory kit	Federal Signal Corp.	FHL-CHG	43	EA	\$42.93
28112	2015 Tahoe Siren Bracket	Bracket Kit	Federal Signal Corp.	750501-11	20	EA	\$22.79
28113	Siren Speaker	Speaker	Federal Signal Corp.	750501	17	EA	\$113.95
28114	Smart Siren and Controller	Siren	Federal Signal Corp.	SSP2000B	12	EA	\$662.50
28115	AS-422 Siren Controller	Siren	Federal Signal Corp.	650001	10	EA	\$294.15
28116	Speaker Driver AS124	Speaker driver	Federal Signal Corp.	Z8280090A	7	EA	\$105.47

PRICE SCHEDULE
CATALOG DISCOUNT B

Federal Signal 2015 Law Enforcement Product Catalog

ITEM DESCRIPTION	ESTIMATED ANNUAL USAGE	Catalog Discount
Item Number: 28237 Catalog discount on Items NOT listed in market basket B	\$362,000.00	47%

PRICE SCHEDULE
MARKET BASKET C

AWARDED CONTRACTOR: STATEWIDE EMERGENCY PRODUCTS, LLC

OAKS ITEM NUMBER	ITEM DESCRIPTION	MATERIAL OR CATEGORY	MANUFACTURER	MANUFACTURER PART NUMBER	ESTIMATED ANNUAL USAGE	UOM	UNIT BID PRICE
28117	Dodge Charger Fog Light Mount	Accessory Light	Whelen	P28DC11	348	EA	\$8.00
28118	Micron LED Red	Accessory Light	Whelen	MCRNSR	242	EA	\$66.00
28119	Micron LED Blue	Accessory Light	Whelen	MCRNSB	242	EA	\$66.00
28120	LIN3 Blue LED (Rear Deck and Plate)	Accessory Light	Whelen	RSB02ZCR & CSD0095	234	EA	\$61.00
28121	Back Seat LED	Accessory Light	Whelen	OSCOEDCR	207	EA	\$22.00
28122	Vertex LED Red	Accessory Light	Whelen	VTX609R	178	EA	\$57.00
28123	Blue ION LED	Accessory Light	Whelen	IONB	163	EA	\$76.00
28124	100W Siren Speaker	Speaker	Whelen	SA315P & SAK	94	EA	\$131.00
28125	Vertex LED Red/Blue Split	Accessory Light	Whelen	VTX609J	57	EA	\$57.00
28126	M4 LED 2015 Chevy Tahoe Fog Light Mount	Accessory Light	Whelen	M4CR15B	55	EA	\$39.00

PRICE SCHEDULE
CATALOG DISCOUNT C

Whelen Automotive List Price effective December 18, 2015 through June 30, 2016, No. PL16.0WL

ITEM DESCRIPTION	ESTIMATED ANNUAL USAGE	Catalog Discount
Item Number: 28238 Catalog discount on Items NOT listed in market basket C	\$362,000.00	40%

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT

104467
Code 3, Inc.
10986 N. Warson Road
St Louis, MO 63114-2029

CONTRACTOR'S CONTACT: Zak Wilson

Preferred Method of Receiving Purchase Orders:

CONTRACT NO:

RS900716-1

DELIVERY:
TERMS:

30 Days A.R.O.
Net 30 Days

Telephone:
Toll Free:
Fax:
E-MAIL:

614-595-6898
800-825-4840
614-385-8051
zak.wilson@mpss.com

E-MAIL:

zak.wilson@mpss.com

CONTRACTOR, TERMS, AND SHIPMENT

84154
Federal Signal Corporation
2645 Federal Signal Drive
University Park, IL 60484

CONTRACTOR'S CONTACT: Jim Sortino

Preferred Method of Receiving Purchase Orders:

CONTRACT NO:

RS900716-2

DELIVERY:
TERMS:

30 Days A.R.O.
Net 30 Days

Telephone:
Toll Free:
Fax:
E-MAIL:

708-534-3400
800-264-3578
708-534-4853
jsortino@federalsignal.com

E-MAIL:

jsortino@federalsignal.com

CONTRACTOR, TERMS, AND SHIPMENT



91269
Statewide Emergency Products, LLC
1108 West Main St
Van Wert, OH 45891

CONTRACTOR'S CONTACT: Thomas R. White

Preferred Method of Receiving Purchase Orders:

CONTRACT NO:

RS900716-3

DELIVERY:
TERMS:

30 Days A.R.O.
Net 30 Days

Telephone:
Toll Free:
Fax:
E-MAIL:

440-759-8058
866-313-5042
866-843-4430
tom@statewidedford.com

E-MAIL:

tom@statewidedford.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
2	02/12/16	This amendment is issued to update Whelen Automotive List Price No. PL16.0WL. for the catalog discount offers for Market Basket C effective February 12, 2016. In addition, this amendment is issued to remove the unit cost instructions to bidders on page 7, 8 and 9.
1	10/21/15	This amendment is issued to correct an error for not displaying Federal Signal Corporation 47% catalog discount offers for Market Basket B. In addition, this amendment adds the Summary of Amendments page.