

# ELECTRONIC INVITATION TO BID

**BIDS PROCESSED THROUGH THE STATE eBID APPLICATION MUST BE SUBMITTED ELECTRONICALLY  
THROUGH eSourcing AT: <https://oesupplier.fin.oaks.ohio.gov/psp/esupplier/SUPPLIER/ERP/h/?tab=DEFAULT>.**

**PAPER BIDS WILL NOT BE ACCEPTED.**

**EVENT NUMBER:** GDC013

**REQ. / INDEX NO.:** RS902517

**THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:**  
**LAW ENFORCEMENT VEHICLE EQUIPMENT**

**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.

**TERM OF CONTRACT:** This invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency. The agency may place orders against the Contract beginning 03/01/2017 or upon the date when DAS signs the Contract, whichever is later in time. The contract will expire 02/28/2019 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agency may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor(s) may begin performance under the Contract only upon receipt of a valid order from a participating state agency.

**INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS**, Revised 10/2013, 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.

By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.

**INQUIRIES:** All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, <http://procure.ohio.gov/>. 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.

### 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 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 five (5) 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.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item and by specified manufacturer brand pursuant to OAC 123:5-1-10(K). No other brands of products will be acceptable.

EVALUATION: Bids will be evaluated in accordance with Article I-12 of the "Instructions to Bidders". Bidders do not need to bid on all items to be 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 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.

FIRM FIXED-PRICE CONTRACT: The contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

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: Shawn Carter.

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'D

**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'D

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 \$1,000,000.00.
- 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.

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SPECIFICATIONS

DATA SHEET: Shown below are the specification requirements for equipment that the state desires to purchase. Bidder signifies compliance or non-compliance with specifications by listing and outlining all deviations from specifications and submit it with the bid. Failure to comply may deem the bid not-responsive. The Invitation to Bid and subsequent contract are brand, and model specific.

A. SCOPE

The purpose of this bid is to establish a term contract for 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.

B. SPECIFICATIONS

Oaks Item No.	Part Number	Description	Y/N	Exception
31028	475-0802	Jotto Desk Patriot Space Creator Partition with Half Slider Window for Dodge Charger.		
31029	425-8103	Jotto Desk Full Size Trunk Tray for Dodge Charger.		
31030	VHP-OSHP-FPI-U60	Lund Low Profile Console Package for Ford PIU (components below). <ul style="list-style-type: none"> <li>• 1 each Custom Low Profile Console.</li> <li>• 4 each Equipment Face Plates.</li> <li>• 1 each Double Cup Holder.</li> <li>• 3 each Mic Holder Bracket with Mic Clip.</li> <li>• 1 each Radar Power Plugs / Passenger Side of Console.</li> <li>• 1 each Note Pad.</li> <li>• 1 each Custom Switch Panel with 3 Switches and 2 Power Plugs.</li> </ul>		
31031	VHP-OSHP-CGR11	Lund Low Profile Console Package for Dodge Charger (components below). <ul style="list-style-type: none"> <li>• 1 each Custom Low Profile Console.</li> <li>• 4 each Equipment Face Plates.</li> <li>• 1 each Double Cup Holder.</li> <li>• 3 each Mic Holder Bracket with Mic Clip.</li> <li>• 1 each Radar Power Plugs / Passenger Side of Console.</li> <li>• 1 each Note Pad.</li> <li>• 1 each Custom Switch Panel with 3 Switches and 2 Power Plugs.</li> </ul>		
31032	932-0014B	D&R Passenger Side Fold-Down Trunk Tray for Dodge Charger.		
31033	CLMP-OSHP-DC	Lund Laptop Mounting Assembly for Dodge Charger (components below). <ul style="list-style-type: none"> <li>• 1 each Tilt &amp; Swivel Adaptor.</li> <li>• 1 each Telescoping Swing Arm Adaptor.</li> <li>• 1 each CF-19 Docking Station &amp; Power Supply for Dock &amp; Screen Support Arm.</li> </ul>		
31034	VHP-OSHP-TAH	Lund Low Profile Console Package for Chevrolet Tahoe (components below). <ul style="list-style-type: none"> <li>• 1 each Custom Low Profile Console.</li> <li>• 4 each 1 Piece Equipment Face Plates.</li> <li>• 1 each Double Cup Holder.</li> <li>• 3 each Mic Holder Bracket with Mic Clip.</li> <li>• 1 each Radar Power Plugs / Passenger Side of Console.</li> <li>• 1 each Note Pad Holder.</li> <li>• 1 each custom Switch Panel with 3 Switches and 2 Power Plugs.</li> </ul>		
31035	S56C06	Pro-Gard Molded rear ABS seat in Gray for Dodge Charger.		
31036	S4702UINT13	Pro-Gard ABS Seat with Rear Cargo Barrier for Ford PIU.		
31037	P4704UINT13A	Pro-Gard Partition (behind driver seat) for Ford PIU.		
31038	SP47BS13	Pro-Gard Partition Part (Lower Panels) for Ford PIU.		
31039	RP47UINT13	Pro-Gard Partition Part (space saver for dual gun) for Ford PIU.		
31040	932-0014A	D&R Drivers Side Fold-Down Trunk Tray for Dodge Charger.		
31041	932-0485A	D&R Single Drawer, Lightweight Cabinet for Chevy Tahoe.		
31042	932-0011A	D&R Box Sub-Frame for a Chevy Tahoe.		

PRICE SCHEDULE

Bidders shall not insert a unit price more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by Procurement Services and not used in the evaluation and any subsequent award.

<b>Oaks Item No.</b>	<b>Qty.</b>	<b>Part Number</b>	<b>Item Description</b>	<b>UOM</b>	<b>Price</b>
31028	1	475-0802	Jotto Desk Patriot Space Creator Partition with Half Slider Window for Dodge Charger.	EA	\$
31029	1	425-8103	Jotto Desk Full Size Trunk Tray for Dodge Charger.	EA	\$
31030	1	VHP-OSHP-FPI-U60	Lund Low Profile Console Package for Ford PIU	EA	\$
31031	1	VHP-OSHP-CGR11	Lund Low Profile Console Package for Dodge Charger	EA	\$
31032	1	932-0014B	D&R Passenger Side Fold-Down Trunk Tray for Dodge Charger.	EA	\$
31033	1	CLMP-OSHP-DC	Lund Laptop Mounting Assembly for Dodge Charger.	EA	\$
31034	1	VHP-OSHP-TAH	Lund Low Profile Console Package for Chevrolet Tahoe	EA	\$
31035	1	S56C06	Pro-Gard Molded rear ABS seat in Gray for Dodge Charger.	EA	\$
31036	1	S4702UINT13	Pro-Gard ABS Seat with Rear Cargo Barrier for Ford PIU.	EA	\$
31037	1	P4704UINT13A	Pro-Gard Partition (behind driver seat) for Ford PIU.	EA	\$
31038	1	SP47BS13	Pro-Gard Partition Part (Lower Panels) for Ford PIU.	EA	\$
31039	1	RP47UINT13	Pro-Gard Partition Part (space saver for dual gun) for Ford PIU.	EA	\$
31040	1	932-0014A	D&R Drivers Side Fold-Down Trunk Tray for 2012 Dodge Charger.	EA	\$
31041	1	932-0485A	D&R Single Drawer, Lightweight Cabinet for Chevy Tahoe.	EA	\$
31042	1	932-00111A	D&R Tahoe Box Sub-Frame for a Chevy Tahoe.	EA	\$

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