



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION	
MASTER AGREEMENT NUMBER: MA 999 18000000346	NOT TO EXCEED AMOUNT:
Begin Date: 07/27/2018	Procurement Folder: 603822
Expiration Date: 07/27/2019	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 08/08/18	Version Number: 3

CONTACT INFORMATION		
REQUESTOR: Patrick Hemme 334-242-7173 Pat.Hemme@purchasing.alabama.gov	ISSUER: Patrick Hemme 334-242-7173 Pat.Hemme@purchasing.alabama.gov	BUYER: Patrick Hemme 334-242-7173 Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION
MA - EMERGENCY LIGHTING, SIRENS AND ACCESSORIES

Ship To:

Bill To:

REASON FOR MODIFICATION


VENDOR INFORMATION	
Name /Address: VC000053774: Richardson's Communications 32705 Highway 43 Thomasville AL 36784	Contact: Robbie Kennedy 3346364923 robbiekennedy@richardsoncommunications.net

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		\$0.000000	\$0.00			\$0.00	\$0.00
05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and CODE 3: EMERGENCY LIGHTING CODE 3 EMERGENCY LIGHTING: EMERGENCY LIGHTING, SIRENS AND ACCESSORIES. VENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING. 44% DISCOUNT								
2	0	HOUR	\$75.000000	\$0.00			\$0.00	\$0.00
05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and CODE 3: LABOR RATE CODE 3, LABOR RATE HOURLY LABOR RATE FOR ALL INSTALLATION OF CODE 3 EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.								
3	0		\$0.000000	\$0.00			\$0.00	\$0.00
05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and CODE 3 SHOP SUPPLIES CODE 3 SHOP SUPPLIES. TO INCLUDE: ELECTRICAL WIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.								

Final

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: 
Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

18000000346	Document Phase Final	Document Description MA - EMERGENCY LIGHTING, SIRENS AND ACCESSORIES	Page 3 of 13
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

18000000346	Document Phase Final	Document Description MA - EMERGENCY LIGHTING, SIRENS AND ACCESSORIES	Page 4 of 13
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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS *****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

18000000346	Document Phase Final	Document Description MA - EMERGENCY LIGHTING, SIRENS AND ACCESSORIES	Page 5 of 13
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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

18000000346	Document Phase Final	Document Description MA - EMERGENCY LIGHTING, SIRENS AND ACCESSORIES	Page 6 of 13
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PURPOSE:

THE PURPOSE OF THIS RFB IS TO ESTABLISH A STATEWIDE CONTRACT FOR EMERGENCY AND LAW ENFORCEMENT LIGHTS, SIRENS AND ACCESSORIES.

AWARD:

AWARD WILL BE MADE BY MANUFACTURER GROUPING TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

WE WILL USE THE FOLLOWING SCENARIO TO DETERMINE THE LOWEST RESPONSIBLE BIDDER:

THE TOTAL DOLLAR AMOUNT OF \$1000.00 OF PARTS MINUS THE PERCENTAGE DISCOUNT TAKEN OFF THE CURRENT MANUFACTURERS CATALOG AND FIVE (5) HOURS OF LABOR.

AWARDED VENDOR MUST BE LOCATED IN ALABAMA AND ALL INSTALLATIONS MUST BE PERFORMED IN MONTGOMERY UNLESS ARRANGEMENTS ARE MADE BY THE VENDOR AND THE AGENCY FOR INSTALLATION AT ANOTHER LOCATION.

SOME AGENCIES PREFER TO PERFORM THEIR OWN INSTALLATION, THEREFORE INSTALLATION IS NOT REQUIRED FOR ALL PURCHASES.

DELIVERY TIME FRAME:

ALL ITEMS ORDERED MUST BE DELIVERED TO THE "SHIP TO" ADDRESS SHOWN ON THE P.O. WITHIN 30 DAYS.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

COMPATIBILITY:

ITEMS ARE FOR THE MANUFACTURER CATALOGS ONLY. ALTERNATE BRANDS ARE UNACCEPTABLE.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) BUSINESS DAYS FROM RECEIPT OF REQUEST.

QUANTITY:

18000000346	Document Phase Final	Document Description MA - EMERGENCY LIGHTING, SIRENS AND ACCESSORIES	Page 7 of 13
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THE QUANTITY TO BE PURCHASED FROM THIS CONTRACT IS UNKNOWN AND THE STATE MAKES NO GUARANTEE THAT ANY CERTAIN QUANTITY WILL BE PURCHASED.

PRICING:

ALL PRICING MUST BE FIRM. ORDERING AGENCY WILL CALL TO GET A QUOTE FROM CONTRACT VENDOR. VENDOR WILL PROVIDE PRICE QUOTE BY GIVING CURRENT MANUFACTURER CATALOG LIST PRICE LESS CONTRACT PERCENTAGE DISCOUNT

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
 Division of Accounting and Administration
 PO Box 300658
 Montgomery, Alabama 36130-0658

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

180000000346	Document Phase Final	Document Description MA - EMERGENCY LIGHTING, SIRENS AND ACCESSORIES	Page 8 of 13
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PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

18000000346	Document Phase Final	Document Description MA - EMERGENCY LIGHTING, SIRENS AND ACCESSORIES	Page 9 of 13
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MANUFACTURER'S PRODUCT LIST FOR LIGHTS AND SIRENS AND ACCESSORIES

WHELEN

WHELEN GB2SP3B 54" LEGACY DUO LIGHT BAR WITH DUO
AMBER TRAFFIC ADVISOR AND FRONT FLOOD FEATURE

WHELEN IX**UFX LOW PROFILE INTERIOR LIGHT BAR. ** INDICATES VEHICLE NUMBER.

WHELEN RP**BB REAR PILLAR MOUNT OUTER EDGE WITH 6 MICRON LED LIGHTS

WHELEN OE**UR6 OUTER EDGE WITH 6 MICRON LED LIGHTS

WHELEN M4BC M SERIES LED BLUE

WHELEN M4CT15B FOG LIGHT MOUNTING KIT

WHELEN D808000 DOMINATOR 8 BLUE

WHELEN D6BBBBBB DOMINATOR 6 BLUE

WHELEN D4BBBB DOMINATOR 4 BLUE

WHELEN WIONB WIDE ANGLE ION LED BLUE

WHELEN MCRNSB MICRON LED BLUE

WHELEN VTX3609B SUPER LED HIDE A WAY BLUE

WHELEN LINSV2B UNDER MIRROR LED LIGHT BLUE

WHELEN LSVBKT** UNDER MIRROR FLANGE FOR UNSV2 LIGHTS

WHELEN SSFPOS16 HEAD LIGHT FLASHER

WHELEN UHF2150A HEAD LIGHT FLASHER

WHELEN 295SLSA6 SIREN/SWITCH CONTROLLER

WHELEN HHS2200 HAND HELD 100 WATT SIREN CONTROLLER

WHELEN SA315P SIREN SPEAKER AND SAK* MOUNTING BRACKET

ALL OTHER WHELEN PRODUCTS IN THE MANUFACTURERS CATALOG

HAVIS

HAVIS C-VS-1013-TAH 23" CONSOLE

HAVIS C-VS-2400-CHGR-2 24" CONSOLE

HAVIS C-VS-1508-INSE 23" CONSOLE

HAVIS C-VS-1308-INUT 21" CONSOLE

18000000346	Document Phase Final	Document Description MA - EMERGENCY LIGHTING, SIRENS AND ACCESSORIES	Page 10 of 13
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HAVIS C-VS-0809-CAPR-1 17" CONSOLE

HAVIS C-ARM-103 FLIP UP ARM REST

HAVIS C-CUP2-I DUAL CUP HOLDER

HAVIS C-AP-0645 ACCESSORY POCKET

ALL OTHER HAVIS PRODUCTS IN THE MANUFACTURERS CATALOG

PRO-GARD

PRO-GARD PSSP5704T15A SPACE SAVER PARTITION

PRO-GARD B5705T15 CARGO BARRIER

PRO-GARD P4704U13 PARTITION

PRO-GARD B4705U13 CARGO BARRIER

PRO-GARD P3604I13A PARTITION

PRO-GARD P5604C11A PARTITION

PRO-GARD P5304C11A PARTITION

ALL OTHER PRO-GARD PRODUCTS IN THE MANUFACTURERS CATALOG

GO RHINO

GO RHINO 5165 PUSH BUMPER

GO RHINO 5340 PUSH BUMPER

GO RHINO 5039 PUSH BUMPER

GO RHINO 5083 PUSH BUMPER

GO RHINO 5076 PUSH BUMPER

GO RHINO 5038 PUSH BUMPER

ALL OTHER GO RHINO PRODUCTS IN THE MANUFACTURERS CATALOG

SOUNDOFF SIGNAL

SOUND OFF #ENFLB 48" OR 54" NFORCE DUAL LED ALL BLUE WITH FULL WHITE SCENE LIGHTING IN THE FRONT WITH ALLEYS AND FULL AMBER TRAFFIC ADVISOR IN THE REAR.

SOUND OFF #ENFWBFS NFORCE INTERIOR BAR DUAL COLOR 12 LED BLUE/WHITE

SOUND OFF #ENFWBRF NFORCE INTERIOR REAR BAR DUAL COLOR 12 LED BLUE/AMBER

SOUND OFF ENFTCDGS1208 NFORCE TRAFFIC CONTROLLER DUAL COLOR BLUE/WHITE

18000000346	Document Phase Final	Document Description MA - EMERGENCY LIGHTING, SIRENS AND ACCESSORIES	Page 11 of 13
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SOUND OFF #ENFTCDGS1206 NFORCE TRAFFICE CONTROLLER DUAL COLOR BLUE/WHITE

SOUNDOFF #ENFTCDGS1204 NFORCE TRAFFIC CONTROLLER DUAL COLOR BLUE/WHITE

SOUND OFF EL3D08A00B ULTRA LIGHT 8 MODULE BLUE

SOUND OFF EL3D04A00B ULTRA LIGHT 4 MODULE BLUE

SOUND OFF ENFDGS3EE NFORCE DUAL DECK/
GRILLE MOUNT DUAL COLOR 12 LED BLUE/WHITE

ALL OTHER SOUNDOFF SIGNAL PRODUCTS IN THE MANUFACTURERS CATALOG

SOUND OFF ENT2B3E DUAL COLOR 18 LED INTERSECTOR BLUE/WHITE

SOUND OFF ENFFTSSMS6E FIT 6 LED DUAL COLOR SURFACE MOUNT BLUE/WHITE

SOUND OFF ETHFSS-SP HE ALIGHT FLASHER

SOUND OFF ETFBSSN-P TAILLIGHT FLASHER

SOUND OFF ETS462HPP NERGY 200 WATT DUAL TONE HAND HELD SIREN

SOUND OFF ETS482CSP NERGY 200 WATT DUAL TONE SIREN/SWITCHBOX

ALL OTHER SOUND OFF PRODUCTS IN THE MANUFACTURERS CATALOG

STAR SIGNAL

STAR ULB 24 INTERIOR SPLIT VISOR LIGHTBAR WITH
SINGLE COLOR LIGHTS AND MOUNTING BRACKETS

STAR ULB 28 INTERIOR SPLIT VISOR LIGHTBAR WITH
DUAL COLOR LIGHTS AND MOUNTING BRACKETS

ALL OTHER STAR SIGNAL PRODUCTS IN THE MANUFACTURERS CATALOG

TOMAR

TOMAR 970 L 4908 0701 LOADED LED LIGHTBAR. ALL
CORNERS HAVE 12 LEDS AND ALL MODULES HAVE 6 LEDS

TOMAR 970 DL 4908 0701 LOADED LED LIGHTBAR. ALL
CORNERS HAVE 24 LEDS AND ALL MODULES HAVE 12 LEDS

TOMAR 970 DL 5309 0701 LED LIGHTBAR. ALL CORNERS
HAVE 24 LEDS AND ALL MODULES HAVE 12 LEDS

RECT 16LS LIGHTHEAD WITH 6 LEDS

RECT 14LS LIGHTHEAD WITH 4 LEDS

TOMAR 940L SIREN/ CONTROLLER COMBO SINGLE PIECE OR REMOTE HEAD

180000000346	Document Phase Final	Document Description MA - EMERGENCY LIGHTING, SIRENS AND ACCESSORIES	Page 12 of 13
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ALL OTHER TOMAR PRODUCTS IN THE MANUFACTURERS CATALOG

FENIEX

FENIEX APOLLO F-6 F-10013 LIGHTHEAD WITH 6 LED LIGHTS

FENIEX APOLLO 2X F-22013 LIGHTHEAD WITH SHIELD AND 12 LED LIGHTS

FENIEX APOLLO 600 D-50615 6 HEAD DUAL COLOR STICK LIGHT

FENIEX APOLLO 800 D-50815 8 HEAD DUAL COLOR STICK LIGHT

FENIEX APOLLO A-1000 INTER LIGHTBAR WITH SPLIT
VISOR, DUAL COLOR AND MOUNTING BRACKETS

FENIEX CANNON 120 H-2209 DUAL COLOR HIDEAWAY

FENIEX CANNON 360 H-2215 DUAL COLOR HIDEAWAY

ALL OTHER FENIEX PRODUCTS IN THE MANUFACTURERS CATALOG

CODE 3

ALL CODE 3 PRODUCTS IN THE MANUFACTURERS CATALOG

FEDERAL LIGHTING

ALL FEDERAL LIGHTING PRODUCTS IN THE MANUFACTURERS CATALOG

18000000346	Document Phase Final	Document Description MA - EMERGENCY LIGHTING, SIRENS AND ACCESSORIES	Page 13 of 13
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Department of Finance
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Modification

CONTRACT INFORMATION	
MASTER AGREEMENT NUMBER: MA 999 18000000347	NOT TO EXCEED AMOUNT:
Begin Date: 07/27/2018	Procurement Folder: 603822
Expiration Date: 07/27/2019	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 08/08/18	Version Number: 3

CONTACT INFORMATION		
REQUESTOR: Patrick Hemme 334-242-7173 Pat.Hemme@purchasing.alabama.gov	ISSUER: Patrick Hemme 334-242-7173 Pat.Hemme@purchasing.alabama.gov	BUYER: Patrick Hemme 334-242-7173 Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION
MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO-GARD,WHELEN

Ship To: _____ **Bill To:** _____

REASON FOR MODIFICATION

VENDOR INFORMATION	
Name /Address: VC000056811: Emergency Lighting By Haynes DBA: Haynes Emergency Lighting P O Box 1515 Wetumpka AL 36092	Contact: Scottie Haynes 3342415200 EXT: 208 Scottie@Elbhaynes.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and FENIEX: EMERGENCY LIGHTING
 FENIEX EMERGENCY LIGHTING:
 EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.
 VENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.
 52% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	HOUR	\$45.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and FENIEX: LABOR RATE
 FENIEX, LABOR RATE
 HOURLY LABOR RATE FOR ALL INSTALLATION OF FENIEX EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and GO-RHINO: EMERGENCY LIGHTING
 GO-RHINO EMERGENCY LIGHTING:
 EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.
 VENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.
 36% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	HOUR	\$45.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and GO-RHINO: LABOR RATE
 GO-RHINO, LABOR RATE
 HOURLY LABOR RATE FOR ALL INSTALLATION OF GO-RHINO EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and HAVIS: EMERGENCY LIGHTING
 HAVIS EMERGENCY LIGHTING:
 EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.
 VENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.
 42% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	HOUR	\$45.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and HAVIS: LABOR RATE
 HAVIS, LABOR RATE
 HOURLY LABOR RATE FOR ALL INSTALLATION OF HAVIS EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

Final

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and PRO-GARD: EMERGENCY LIGHTING
 PRO-GARD EMERGENCY LIGHTING:
 EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.
 Vendor MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.
 36.5% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	HOUR	\$45.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and PRO-GARD: LABOR RATE
 PRO-GARD, LABOR RATE
 HOURLY LABOR RATE FOR ALL INSTALLATION OF PRO-GARD EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and WHELEN: EMERGENCY LIGHTING
 WHELEN EMERGENCY LIGHTING:
 EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.
 Vendor MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.
 52.5% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	HOUR	\$45.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and WHELEN: LABOR RATE
 WHELEN, LABOR RATE
 HOURLY LABOR RATE FOR ALL INSTALLATION OF TOMER EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and FENIEX SHOP SUPPLIES
 FENIEX SHOP SUPPLIES.
 TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and GO RHINO SHOP SUPPLIES.
 GO RHINO SHOP SUPPLIES.
 TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and HAVIS SHOP SUPPLIES.

COMMODITY / SERVICE INFORMATION

HAVIS SHOP SUPPLIES.

TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and

PRO GARD SHOP SUPPLIES

PRO GARD SHOP SUPPLIES.

TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and

WHELEN SHOP SUPPLIES

WHELEN SHOP SUPPLIES.

TO INCLUDE: ELECTRICALWIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Final

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

18000000347	Document Phase Final	Document Description MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO-GARD,WHELEN	Page 5 of 15
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

18000000347	Document Phase Final	Document Description MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO-GARD,WHELEN	Page 6 of 15
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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS *****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

18000000347	Document Phase Final	Document Description MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO-GARD,WHELEN	Page 7 of 15
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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

18000000347	Document Phase Final	Document Description MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO-GARD,WHELEN	Page 8 of 15
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PURPOSE:

THE PURPOSE OF THIS RFB IS TO ESTABLISH A STATEWIDE CONTRACT FOR EMERGENCY AND LAW ENFORCEMENT LIGHTS, SIRENS AND ACCESSORIES.

AWARD:

AWARD WILL BE MADE BY MANUFACTURER GROUPING TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

WE WILL USE THE FOLLOWING SCENARIO TO DETERMINE THE LOWEST RESPONSIBLE BIDDER:

THE TOTAL DOLLAR AMOUNT OF \$1000.00 OF PARTS MINUS THE PERCENTAGE DISCOUNT TAKEN OFF THE CURRENT MANUFACTURERS CATALOG AND FIVE (5) HOURS OF LABOR.

AWARDED VENDOR MUST BE LOCATED IN ALABAMA AND ALL INSTALLATIONS MUST BE PERFORMED IN MONTGOMERY UNLESS ARRANGEMENTS ARE MADE BY THE VENDOR AND THE AGENCY FOR INSTALLATION AT ANOTHER LOCATION.

SOME AGENCIES PREFER TO PERFORM THEIR OWN INSTALLATION, THEREFORE INSTALLATION IS NOT REQUIRED FOR ALL PURCHASES.

DELIVERY TIME FRAME:

ALL ITEMS ORDERED MUST BE DELIVERED TO THE "SHIP TO" ADDRESS SHOWN ON THE P.O. WITHIN 30 DAYS.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

COMPATIBILITY:

ITEMS ARE FOR THE MANUFACTURER CATALOGS ONLY. ALTERNATE BRANDS ARE UNACCEPTABLE.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) BUSINESS DAYS FROM RECEIPT OF REQUEST.

QUANTITY:

18000000347	Document Phase Final	Document Description MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO-GARD,WHELEN	Page 9 of 15
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THE QUANTITY TO BE PURCHASED FROM THIS CONTRACT IS UNKNOWN AND THE STATE MAKES NO GUARANTEE THAT ANY CERTAIN QUANTITY WILL BE PURCHASED.

PRICING:

ALL PRICING MUST BE FIRM. ORDERING AGENCY WILL CALL TO GET A QUOTE FROM CONTRACT VENDOR. VENDOR WILL PROVIDE PRICE QUOTE BY GIVING CURRENT MANUFACTURER CATALOG LIST PRICE LESS CONTRACT PERCENTAGE DISCOUNT

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

18000000347	Document Phase Final	Document Description MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO-GARD,WHELEN	Page 10 of 15
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PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

18000000347	Document Phase Final	Document Description MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO-GARD,WHELEN	Page 11 of 15
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MANUFACTURER'S PRODUCT LIST FOR LIGHTS AND SIRENS AND ACCESSORIES

WHELEN

WHELEN GB2SP3B 54" LEGACY DUO LIGHT BAR WITH DUO
AMBER TRAFFIC ADVISOR AND FRONT FLOOD FEATURE

WHELEN IX**UFX LOW PROFILE INTERIOR LIGHT BAR. ** INDICATES VEHICLE NUMBER.

WHELEN RP**BB REAR PILLAR MOUNT OUTER EDGE WITH 6 MICRON LED LIGHTS

WHELEN OE**UR6 OUTER EDGE WITH 6 MICRON LED LIGHTS

WHELEN M4BC M SERIES LED BLUE

WHELEN M4CT15B FOG LIGHT MOUNTING KIT

WHELEN D808000 DOMINATOR 8 BLUE

WHELEN D6BBBBBB DOMINATOR 6 BLUE

WHELEN D4BBBB DOMINATOR 4 BLUE

WHELEN WIONB WIDE ANGLE ION LED BLUE

WHELEN MCRNSB MICRON LED BLUE

WHELEN VTX3609B SUPER LED HIDE A WAY BLUE

WHELEN LINSV2B UNDER MIRROR LED LIGHT BLUE

WHELEN LSVBKT** UNDER MIRROR FLANGE FOR UNSV2 LIGHTS

WHELEN SSFPOS16 HEAD LIGHT FLASHER

WHELEN UHF2150A HEAD LIGHT FLASHER

WHELEN 295SLSA6 SIREN/SWITCH CONTROLLER

WHELEN HHS2200 HAND HELD 100 WATT SIREN CONTROLLER

WHELEN SA315P SIREN SPEAKER AND SAK* MOUNTING BRACKET

ALL OTHER WHELEN PRODUCTS IN THE MANUFACTURERS CATALOG

HAVIS

HAVIS C-VS-1013-TAH 23" CONSOLE

HAVIS C-VS-2400-CHGR-2 24" CONSOLE

HAVIS C-VS-1508-INSE 23" CONSOLE

HAVIS C-VS-1308-INUT 21" CONSOLE

18000000347	Document Phase Final	Document Description MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO-GARD,WHELEN	Page 12 of 15
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HAVIS C-VS-0809-CAPR-1 17" CONSOLE

HAVIS C-ARM-103 FLIP UP ARM REST

HAVIS C-CUP2-I DUAL CUP HOLDER

HAVIS C-AP-0645 ACCESSORY POCKET

ALL OTHER HAVIS PRODUCTS IN THE MANUFACTURERS CATALOG

PRO-GARD

PRO-GARD PSSP5704T15A SPACE SAVER PARTITION

PRO-GARD B5705T15 CARGO BARRIER

PRO-GARD P4704U13 PARTITION

PRO-GARD B4705U13 CARGO BARRIER

PRO-GARD P3604I13A PARTITION

PRO-GARD P5604C11A PARTITION

PRO-GARD P5304C11A PARTITION

ALL OTHER PRO-GARD PRODUCTS IN THE MANUFACTURERS CATALOG

GO RHINO

GO RHINO 5165 PUSH BUMPER

GO RHINO 5340 PUSH BUMPER

GO RHINO 5039 PUSH BUMPER

GO RHINO 5083 PUSH BUMPER

GO RHINO 5076 PUSH BUMPER

GO RHINO 5038 PUSH BUMPER

ALL OTHER GO RHINO PRODUCTS IN THE MANUFACTURERS CATALOG

SOUNDOFF SIGNAL

SOUND OFF #ENFLB 48" OR 54" NFORCE DUAL LED ALL BLUE WITH FULL WHITE SCENE LIGHTING IN THE FRONT WITH ALLEYS AND FULL AMBER TRAFFIC ADVISOR IN THE REAR.

SOUND OFF #ENFWBFS NFORCE INTERIOR BAR DUAL COLOR 12 LED BLUE/WHITE

SOUND OFF #ENFWBRF NFORCE INTERIOR REAR BAR DUAL COLOR 12 LED BLUE/AMBER

SOUND OFF ENFTCDGS1208 NFORCE TRAFFIC CONTROLLER DUAL COLOR BLUE/WHITE

18000000347	Document Phase Final	Document Description MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO-GARD,WHELEN	Page 13 of 15
-------------	--------------------------------	--	-------------------------

SOUND OFF #ENFTCDGS1206 NFORCE TRAFFICE CONTROLLER DUAL COLOR BLUE/WHITE

SOUNDOFF #ENFTCDGS1204 NFORCE TRAFFIC CONTROLLER DUAL COLOR BLUE/WHITE

SOUND OFF EL3D08A00B ULTRA LIGHT 8 MODULE BLUE

SOUND OFF EL3D04A00B ULTRA LIGHT 4 MODULE BLUE

SOUND OFF ENFDGS3EE NFORCE DUAL DECK/
GRILLE MOUNT DUAL COLOR 12 LED BLUE/WHITE

ALL OTHER SOUNDOFF SIGNAL PRODUCTS IN THE MANUFACTURERS CATALOG

SOUND OFF ENT2B3E DUAL COLOR 18 LED INTERSECTOR BLUE/WHITE

SOUND OFF ENFFTSSMS6E FIT 6 LED DUAL COLOR SURFACE MOUNT BLUE/WHITE

SOUND OFF ETHFSS-SP HE ALIGHT FLASHER

SOUND OFF ETFBSSN-P TAILLIGHT FLASHER

SOUND OFF ETSA462HPP NERGY 200 WATT DUAL TONE HAND HELD SIREN

SOUND OFF ETSA482CSP NERGY 200 WATT DUAL TONE SIREN/SWITCHBOX

ALL OTHER SOUND OFF PRODUCTS IN THE MANUFACTURERS CATALOG

STAR SIGNAL

STAR ULB 24 INTERIOR SPLIT VISOR LIGHTBAR WITH
SINGLE COLOR LIGHTS AND MOUNTING BRACKETS

STAR ULB 28 INTERIOR SPLIT VISOR LIGHTBAR WITH
DUAL COLOR LIGHTS AND MOUNTING BRACKETS

ALL OTHER STAR SIGNAL PRODUCTS IN THE MANUFACTURERS CATALOG

TOMAR

TOMAR 970 L 4908 0701 LOADED LED LIGHTBAR. ALL
CORNERS HAVE 12 LEDS AND ALL MODULES HAVE 6 LEDS

TOMAR 970 DL 4908 0701 LOADED LED LIGHTBAR. ALL
CORNERS HAVE 24 LEDS AND ALL MODULES HAVE 12 LEDS

TOMAR 970 DL 5309 0701 LED LIGHTBAR. ALL CORNERS
HAVE 24 LEDS AND ALL MODULES HAVE 12 LEDS

RECT 16LS LIGHTHEAD WITH 6 LEDS

RECT 14LS LIGHTHEAD WITH 4 LEDS

TOMAR 940L SIREN/ CONTROLLER COMBO SINGLE PIECE OR REMOTE HEAD

180000000347	Document Phase Final	Document Description MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO-GARD,WHELEN	Page 14 of 15
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ALL OTHER TOMAR PRODUCTS IN THE MANUFACTURERS CATALOG

FENIEX

FENIEX APOLLO F-6 F-10013 LIGHTHEAD WITH 6 LED LIGHTS

FENIEX APOLLO 2X F-22013 LIGHTHEAD WITH SHIELD AND 12 LED LIGHTS

FENIEX APOLLO 600 D-50615 6 HEAD DUAL COLOR STICK LIGHT

FENIEX APOLLO 800 D-50815 8 HEAD DUAL COLOR STICK LIGHT

FENIEX APOLLO A-1000 INTER LIGHTBAR WITH SPLIT
VISOR, DUAL COLOR AND MOUNTING BRACKETS

FENIEX CANNON 120 H-2209 DUAL COLOR HIDEAWAY

FENIEX CANNON 360 H-2215 DUAL COLOR HIDEAWAY

ALL OTHER FENIEX PRODUCTS IN THE MANUFACTURERS CATALOG

CODE 3

ALL CODE 3 PRODUCTS IN THE MANUFACTURERS CATALOG

FEDERAL LIGHTING

ALL FEDERAL LIGHTING PRODUCTS IN THE MANUFACTURERS CATALOG

18000000347	Document Phase Final	Document Description MA-EMERGENCY LIGHTS, ETC.FENIEX,RHINO,HAVIS,PRO- GARD,WHELEN	Page 15 of 15
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State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION	
MASTER AGREEMENT NUMBER: MA 999 18000000348	NOT TO EXCEED AMOUNT:
Begin Date: 07/27/2018	Procurement Folder: 603822
Expiration Date: 07/27/2019	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 08/08/18	Version Number: 3

CONTACT INFORMATION		
REQUESTOR: Patrick Hemme 334-242-7173 Pat.Hemme@purchasing.alabama.gov	ISSUER: Patrick Hemme 334-242-7173 Pat.Hemme@purchasing.alabama.gov	BUYER: Patrick Hemme 334-242-7173 Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION
MA - EMERGENCY LIGHTS,ETC. SOUNDOFF, STAR SIGNAL, TOMAR

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION	
Name /Address: VC000118359: Sharp Communication 3403 Governors Dr Huntsville AL 35805	Contact: Trey Sharp 2565332484 Trey.Sharp@Sharpcom.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
 SOUNDOFF SIGNAL: EMERGENCY LIGHTING
 SOUNDOFF SIGNAL EMERGENCY LIGHTING:
 EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.
 Vendor MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.
 44% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	HOUR	\$75.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
 SOUNDOFF SIGNAL: LABOR RATE
 SOUNDOFF SIGNAL, LABOR RATE
 HOURLY LABOR RATE FOR ALL INSTALLATION OF SOUNDOFF SIGNAL EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON
 VEHICLES.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
 STAR SIGNAL: EMERGENCY LIGHTING
 STAR SIGNAL EMERGENCY LIGHTING:
 EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.
 Vendor MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.
 41.5% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	HOUR	\$75.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
 STAR SIGNAL: LABOR RATE
 STAR SIGNAL, LABOR RATE
 HOURLY LABOR RATE FOR ALL INSTALLATION OF STAR SIGNAL EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
 TOMAR: EMERGENCY LIGHTING
 TOMER EMERGENCY LIGHTING:
 EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.
 Vendor MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.
 41% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	HOUR	\$75.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
 TOMAR: LABOR RATE
 TOMER, LABOR RATE
 HOURLY LABOR RATE FOR ALL INSTALLATION OF TOMER EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON VEHICLES.

Final

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and SOUND OFF SIGNAL SHOP SUPPLIES.
 SOUND OFF SIGNAL SHOP SUPPLIES.
 TO INCLUDE: ELECTRICAL WIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and STAR SIGNAL SHOP SUPPLIES.
 STAR SIGNAL SHOP SUPPLIES.
 TO INCLUDE: ELECTRICAL WIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and TOMAR SHOP SUPPLIES.
 TOMAR SHOP SUPPLIES.
 TO INCLUDE: ELECTRICAL WIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Final

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

18000000348	Document Phase Final	Document Description MA - EMERGENCY LIGHTS,ETC. SOUNDOFF, STAR SIGNAL, TOMAR	Page 4 of 14
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

18000000348	Document Phase Final	Document Description MA - EMERGENCY LIGHTS,ETC. SOUNDOFF, STAR SIGNAL, TOMAR	Page 5 of 14
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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*******STANDARD TERMS and CONDITIONS *******

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

18000000348	Document Phase Final	Document Description MA - EMERGENCY LIGHTS,ETC. SOUNDOFF, STAR SIGNAL, TOMAR	Page 6 of 14
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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

18000000348	Document Phase Final	Document Description MA - EMERGENCY LIGHTS,ETC. SOUNDOFF, STAR SIGNAL, TOMAR	Page 7 of 14
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PURPOSE:

THE PURPOSE OF THIS RFB IS TO ESTABLISH A STATEWIDE CONTRACT FOR EMERGENCY AND LAW ENFORCEMENT LIGHTS, SIRENS AND ACCESSORIES.

AWARD:

AWARD WILL BE MADE BY MANUFACTURER GROUPING TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

WE WILL USE THE FOLLOWING SCENARIO TO DETERMINE THE LOWEST RESPONSIBLE BIDDER:

THE TOTAL DOLLAR AMOUNT OF \$1000.00 OF PARTS MINUS THE PERCENTAGE DISCOUNT TAKEN OFF THE CURRENT MANUFACTURERS CATALOG AND FIVE (5) HOURS OF LABOR.

AWARDED VENDOR MUST BE LOCATED IN ALABAMA AND ALL INSTALLATIONS MUST BE PERFORMED IN MONTGOMERY UNLESS ARRANGEMENTS ARE MADE BY THE VENDOR AND THE AGENCY FOR INSTALLATION AT ANOTHER LOCATION.

SOME AGENCIES PREFER TO PERFORM THEIR OWN INSTALLATION, THEREFORE INSTALLATION IS NOT REQUIRED FOR ALL PURCHASES.

DELIVERY TIME FRAME:

ALL ITEMS ORDERED MUST BE DELIVERED TO THE "SHIP TO" ADDRESS SHOWN ON THE P.O. WITHIN 30 DAYS.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

COMPATIBILITY:

ITEMS ARE FOR THE MANUFACTURER CATALOGS ONLY. ALTERNATE BRANDS ARE UNACCEPTABLE.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) BUSINESS DAYS FROM RECEIPT OF REQUEST.

QUANTITY:

18000000348	Document Phase Final	Document Description MA - EMERGENCY LIGHTS,ETC. SOUNDOFF, STAR SIGNAL, TOMAR	Page 8 of 14
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THE QUANTITY TO BE PURCHASED FROM THIS CONTRACT IS UNKNOWN AND THE STATE MAKES NO GUARANTEE THAT ANY CERTAIN QUANTITY WILL BE PURCHASED.

PRICING:

ALL PRICING MUST BE FIRM. ORDERING AGENCY WILL CALL TO GET A QUOTE FROM CONTRACT VENDOR. VENDOR WILL PROVIDE PRICE QUOTE BY GIVING CURRENT MANUFACTURER CATALOG LIST PRICE LESS CONTRACT PERCENTAGE DISCOUNT

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

- October, November, December – Due by January 20th
- January, February, March – Due by April 20th
- April, May, June – Due by July 20th
- July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
 Division of Accounting and Administration
 PO Box 300658
 Montgomery, Alabama 36130-0658

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

18000000348	Document Phase Final	Document Description MA - EMERGENCY LIGHTS,ETC. SOUNDOFF, STAR SIGNAL, TOMAR	Page 9 of 14
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PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

18000000348	Document Phase Final	Document Description MA - EMERGENCY LIGHTS,ETC. SOUNDOFF, STAR SIGNAL, TOMAR	Page 10 of 14
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MANUFACTURER'S PRODUCT LIST FOR LIGHTS AND SIRENS AND ACCESSORIES

WHELEN

WHELEN GB2SP3B 54" LEGACY DUO LIGHT BAR WITH DUO
AMBER TRAFFIC ADVISOR AND FRONT FLOOD FEATURE

WHELEN IX**UFX LOW PROFILE INTERIOR LIGHT BAR. ** INDICATES VEHICLE NUMBER.

WHELEN RP**BB REAR PILLAR MOUNT OUTER EDGE WITH 6 MICRON LED LIGHTS

WHELEN OE**UR6 OUTER EDGE WITH 6 MICRON LED LIGHTS

WHELEN M4BC M SERIES LED BLUE

WHELEN M4CT15B FOG LIGHT MOUNTING KIT

WHELEN D808000 DOMINATOR 8 BLUE

WHELEN D6BBBBBB DOMINATOR 6 BLUE

WHELEN D4BBBB DOMINATOR 4 BLUE

WHELEN WIONB WIDE ANGLE ION LED BLUE

WHELEN MCRNSB MICRON LED BLUE

WHELEN VTX3609B SUPER LED HIDE A WAY BLUE

WHELEN LINSV2B UNDER MIRROR LED LIGHT BLUE

WHELEN LSVBKT** UNDER MIRROR FLANGE FOR UNSV2 LIGHTS

WHELEN SSFPOS16 HEAD LIGHT FLASHER

WHELEN UHF2150A HEAD LIGHT FLASHER

WHELEN 295SLSA6 SIREN/SWITCH CONTROLLER

WHELEN HHS2200 HAND HELD 100 WATT SIREN CONTROLLER

WHELEN SA315P SIREN SPEAKER AND SAK* MOUNTING BRACKET

ALL OTHER WHELEN PRODUCTS IN THE MANUFACTURERS CATALOG

HAVIS

HAVIS C-VS-1013-TAH 23" CONSOLE

HAVIS C-VS-2400-CHGR-2 24" CONSOLE

HAVIS C-VS-1508-INSE 23" CONSOLE

HAVIS C-VS-1308-INUT 21" CONSOLE

18000000348	Document Phase Final	Document Description MA - EMERGENCY LIGHTS,ETC. SOUNDOFF, STAR SIGNAL, TOMAR	Page 11 of 14
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HAVIS C-VS-0809-CAPR-1 17" CONSOLE

HAVIS C-ARM-103 FLIP UP ARM REST

HAVIS C-CUP2-I DUAL CUP HOLDER

HAVIS C-AP-0645 ACCESSORY POCKET

ALL OTHER HAVIS PRODUCTS IN THE MANUFACTURERS CATALOG

PRO-GARD

PRO-GARD PSSP5704T15A SPACE SAVER PARTITION

PRO-GARD B5705T15 CARGO BARRIER

PRO-GARD P4704UIN13 PARTITION

PRO-GARD B4705UIN13 CARGO BARRIER

PRO-GARD P3604INT13A PARTITION

PRO-GARD P5604C11A PARTITION

PRO-GARD P5304C11A PARTITION

ALL OTHER PRO-GARD PRODUCTS IN THE MANUFACTURERS CATALOG

GO RHINO

GO RHINO 5165 PUSH BUMPER

GO RHINO 5340 PUSH BUMPER

GO RHINO 5039 PUSH BUMPER

GO RHINO 5083 PUSH BUMPER

GO RHINO 5076 PUSH BUMPER

GO RHINO 5038 PUSH BUMPER

ALL OTHER GO RHINO PRODUCTS IN THE MANUFACTURERS CATALOG

SOUNDOFF SIGNAL

SOUND OFF #ENFLB 48" OR 54" NFORCE DUAL LED ALL BLUE WITH FULL WHITE SCENE LIGHTING IN THE FRONT WITH ALLEYS AND FULL AMBER TRAFFIC ADVISOR IN THE REAR.

SOUND OFF #ENFWBFS NFORCE INTERIOR BAR DUAL COLOR 12 LED BLUE/WHITE

SOUND OFF #ENFWBRF NFORCE INTERIOR REAR BAR DUAL COLOR 12 LED BLUE/AMBER

SOUND OFF ENFTCDGS1208 NFORCE TRAFFIC CONTROLLER DUAL COLOR BLUE/WHITE

18000000348	Document Phase Final	Document Description MA - EMERGENCY LIGHTS,ETC. SOUNDOFF, STAR SIGNAL, TOMAR	Page 12 of 14
-------------	--------------------------------	--	-------------------------

SOUND OFF #ENFTCDGS1206 NFORCE TRAFFICE CONTROLLER DUAL COLOR BLUE/WHITE

SOUNDOFF #ENFTCDGS1204 NFORCE TRAFFIC CONTROLLER DUAL COLOR BLUE/WHITE

SOUND OFF EL3D08A00B ULTRA LIGHT 8 MODULE BLUE

SOUND OFF EL3D04A00B ULTRA LIGHT 4 MODULE BLUE

SOUND OFF ENFDGS3EE NFORCE DUAL DECK/
GRILLE MOUNT DUAL COLOR 12 LED BLUE/WHITE

ALL OTHER SOUNDOFF SIGNAL PRODUCTS IN THE MANUFACTURERS CATALOG

SOUND OFF ENT2B3E DUAL COLOR 18 LED INTERSECTOR BLUE/WHITE

SOUND OFF ENFFTSSMS6E FIT 6 LED DUAL COLOR SURFACE MOUNT BLUE/WHITE

SOUND OFF ETHFSS-SP HE ALIGHT FLASHER

SOUND OFF ETFBSSN-P TAILLIGHT FLASHER

SOUND OFF ETSA462HPP NERGY 200 WATT DUAL TONE HAND HELD SIREN

SOUND OFF ETSA482CSP NERGY 200 WATT DUAL TONE SIREN/SWITCHBOX

ALL OTHER SOUND OFF PRODUCTS IN THE MANUFACTURERS CATALOG

STAR SIGNAL

STAR ULB 24 INTERIOR SPLIT VISOR LIGHTBAR WITH
SINGLE COLOR LIGHTS AND MOUNTING BRACKETS

STAR ULB 28 INTERIOR SPLIT VISOR LIGHTBAR WITH
DUAL COLOR LIGHTS AND MOUNTING BRACKETS

ALL OTHER STAR SIGNAL PRODUCTS IN THE MANUFACTURERS CATALOG

TOMAR

TOMAR 970 L 4908 0701 LOADED LED LIGHTBAR. ALL
CORNERS HAVE 12 LEDS AND ALL MODULES HAVE 6 LEDS

TOMAR 970 DL 4908 0701 LOADED LED LIGHTBAR. ALL
CORNERS HAVE 24 LEDS AND ALL MODULES HAVE 12 LEDS

TOMAR 970 DL 5309 0701 LED LIGHTBAR. ALL CORNERS
HAVE 24 LEDS AND ALL MODULES HAVE 12 LEDS

RECT 16LS LIGHTHEAD WITH 6 LEDS

RECT 14LS LIGHTHEAD WITH 4 LEDS

TOMAR 940L SIREN/ CONTROLLER COMBO SINGLE PIECE OR REMOTE HEAD

180000000348	Document Phase Final	Document Description MA - EMERGENCY LIGHTS,ETC. SOUNDOFF, STAR SIGNAL, TOMAR	Page 13 of 14
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ALL OTHER TOMAR PRODUCTS IN THE MANUFACTURERS CATALOG

FENIEX

FENIEX APOLLO F-6 F-10013 LIGHTHEAD WITH 6 LED LIGHTS

FENIEX APOLLO 2X F-22013 LIGHTHEAD WITH SHIELD AND 12 LED LIGHTS

FENIEX APOLLO 600 D-50615 6 HEAD DUAL COLOR STICK LIGHT

FENIEX APOLLO 800 D-50815 8 HEAD DUAL COLOR STICK LIGHT

FENIEX APOLLO A-1000 INTER LIGHTBAR WITH SPLIT
VISOR, DUAL COLOR AND MOUNTING BRACKETS

FENIEX CANNON 120 H-2209 DUAL COLOR HIDEAWAY

FENIEX CANNON 360 H-2215 DUAL COLOR HIDEAWAY

ALL OTHER FENIEX PRODUCTS IN THE MANUFACTURERS CATALOG

CODE 3

ALL CODE 3 PRODUCTS IN THE MANUFACTURERS CATALOG

FEDERAL LIGHTING

ALL FEDERAL LIGHTING PRODUCTS IN THE MANUFACTURERS CATALOG

18000000348	Document Phase Final	Document Description MA - EMERGENCY LIGHTS,ETC. SOUNDOFF, STAR SIGNAL, TOMAR	Page 14 of 14
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State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 18000000349

NOT TO EXCEED AMOUNT:

Begin Date: 07/27/2018

Procurement Folder: 603822

Expiration Date: 07/27/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/08/18

Version Number: 2

CONTACT INFORMATION

REQUESTOR:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - FEDERAL SIGNAL EMERGENCY LIGHTING, SIRENS, ACCESSORIES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VS000038502: Alabama Upfitters

3621 McGehee Road

Montgomery AL 36116

Contact:

Jim McCain

2817804481

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
 FEDERAL SIGNAL: EMERGENCY LIGHTING
 FEDERAL SIGNAL EMERGENCY LIGHTING:
 EMERGENCY LIGHTING, SIRENS AND ACCESSORIES.
 VENDOR MUST LIST THE UNIT PRICE AS A PERCENTAGE DISCOUNT OFF THE MANUFACTURERS CATALOG PRICING.
 36% DISCOUNT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	HOUR	\$55.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
 FEDERAL SIGNAL: LABOR RATE
 FEDERAL SIGNAL, LABOR RATE
 HOURLY LABOR RATE FOR ALL INSTALLATION OF FEDERAL SIGNAL EMERGENCY LIGHTING, SIRENS AND ACCESSORIES ON
 VEHICLES.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		\$0.000000	\$0.00			\$0.00	\$0.00

05557 - Lights and Accessories: Flashing, Light Bars, Revolving, and
 FEDERAL SIGNAL SHOP SUPPLIES.
 FEDERAL SIGNAL SHOP SUPPLIES.
 TO INCLUDE: ELECTRICAL WIRING, INLINE FUSES, TOGGLE SWITCHES, WIRING CONNECTORS, ETC.

Final

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

18000000349	Document Phase Final	Document Description MA - FEDERAL SIGNAL EMERGENCY LIGHTING, SIRENS, ACCESSORIES	Page 3 of 13
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

18000000349	Document Phase Final	Document Description MA - FEDERAL SIGNAL EMERGENCY LIGHTING, SIRENS, ACCESSORIES	Page 4 of 13
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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*******STANDARD TERMS and CONDITIONS *******

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

18000000349	Document Phase Final	Document Description MA - FEDERAL SIGNAL EMERGENCY LIGHTING, SIRENS, ACCESSORIES	Page 5 of 13
-------------	-------------------------	---	-----------------

Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

18000000349	Document Phase Final	Document Description MA - FEDERAL SIGNAL EMERGENCY LIGHTING, SIRENS, ACCESSORIES	Page 6 of 13
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PURPOSE:

THE PURPOSE OF THIS RFB IS TO ESTABLISH A STATEWIDE CONTRACT FOR EMERGENCY AND LAW ENFORCEMENT LIGHTS, SIRENS AND ACCESSORIES.

AWARD:

AWARD WILL BE MADE BY MANUFACTURER GROUPING TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

WE WILL USE THE FOLLOWING SCENARIO TO DETERMINE THE LOWEST RESPONSIBLE BIDDER:

THE TOTAL DOLLAR AMOUNT OF \$1000.00 OF PARTS MINUS THE PERCENTAGE DISCOUNT TAKEN OFF THE CURRENT MANUFACTURERS CATALOG AND FIVE (5) HOURS OF LABOR.

AWARDED VENDOR MUST BE LOCATED IN ALABAMA AND ALL INSTALLATIONS MUST BE PERFORMED IN MONTGOMERY UNLESS ARRANGEMENTS ARE MADE BY THE VENDOR AND THE AGENCY FOR INSTALLATION AT ANOTHER LOCATION.

SOME AGENCIES PREFER TO PERFORM THEIR OWN INSTALLATION, THEREFORE INSTALLATION IS NOT REQUIRED FOR ALL PURCHASES.

DELIVERY TIME FRAME:

ALL ITEMS ORDERED MUST BE DELIVERED TO THE "SHIP TO" ADDRESS SHOWN ON THE P.O. WITHIN 30 DAYS.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

COMPATIBILITY:

ITEMS ARE FOR THE MANUFACTURER CATALOGS ONLY. ALTERNATE BRANDS ARE UNACCEPTABLE.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) BUSINESS DAYS FROM RECEIPT OF REQUEST.

QUANTITY:

18000000349	Document Phase Final	Document Description MA - FEDERAL SIGNAL EMERGENCY LIGHTING, SIRENS, ACCESSORIES	Page 7 of 13
-------------	--------------------------------	--	------------------------

THE QUANTITY TO BE PURCHASED FROM THIS CONTRACT IS UNKNOWN AND THE STATE MAKES NO GUARANTEE THAT ANY CERTAIN QUANTITY WILL BE PURCHASED.

PRICING:

ALL PRICING MUST BE FIRM. ORDERING AGENCY WILL CALL TO GET A QUOTE FROM CONTRACT VENDOR. VENDOR WILL PROVIDE PRICE QUOTE BY GIVING CURRENT MANUFACTURER CATALOG LIST PRICE LESS CONTRACT PERCENTAGE DISCOUNT

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

18000000349	Document Phase Final	Document Description MA - FEDERAL SIGNAL EMERGENCY LIGHTING, SIRENS, ACCESSORIES	Page 8 of 13
-------------	--------------------------------	---	------------------------

PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

18000000349	Document Phase Final	Document Description MA - FEDERAL SIGNAL EMERGENCY LIGHTING, SIRENS, ACCESSORIES	Page 9 of 13
-------------	--------------------------------	---	------------------------

MANUFACTURER'S PRODUCT LIST FOR LIGHTS AND SIRENS AND ACCESSORIES

WHELEN

WHELEN GB2SP3B 54" LEGACY DUO LIGHT BAR WITH DUO
AMBER TRAFFIC ADVISOR AND FRONT FLOOD FEATURE

WHELEN IX**UFX LOW PROFILE INTERIOR LIGHT BAR. ** INDICATES VEHICLE NUMBER.

WHELEN RP**BB REAR PILLAR MOUNT OUTER EDGE WITH 6 MICRON LED LIGHTS

WHELEN OE**UR6 OUTER EDGE WITH 6 MICRON LED LIGHTS

WHELEN M4BC M SERIES LED BLUE

WHELEN M4CT15B FOG LIGHT MOUNTING KIT

WHELEN D808000 DOMINATOR 8 BLUE

WHELEN D6BBBBBB DOMINATOR 6 BLUE

WHELEN D4BBBB DOMINATOR 4 BLUE

WHELEN WIONB WIDE ANGLE ION LED BLUE

WHELEN MCRNSB MICRON LED BLUE

WHELEN VTX3609B SUPER LED HIDE A WAY BLUE

WHELEN LINSV2B UNDER MIRROR LED LIGHT BLUE

WHELEN LSVBKT** UNDER MIRROR FLANGE FOR UNSV2 LIGHTS

WHELEN SSFPOS16 HEAD LIGHT FLASHER

WHELEN UHF2150A HEAD LIGHT FLASHER

WHELEN 295SLSA6 SIREN/SWITCH CONTROLLER

WHELEN HHS2200 HAND HELD 100 WATT SIREN CONTROLLER

WHELEN SA315P SIREN SPEAKER AND SAK* MOUNTING BRACKET

ALL OTHER WHELEN PRODUCTS IN THE MANUFACTURERS CATALOG

HAVIS

HAVIS C-VS-1013-TAH 23" CONSOLE

HAVIS C-VS-2400-CHGR-2 24" CONSOLE

HAVIS C-VS-1508-INSE 23" CONSOLE

HAVIS C-VS-1308-INUT 21" CONSOLE

18000000349	Document Phase Final	Document Description MA - FEDERAL SIGNAL EMERGENCY LIGHTING, SIRENS, ACCESSORIES	Page 10 of 13
-------------	--------------------------------	---	-------------------------

HAVIS C-VS-0809-CAPR-1 17" CONSOLE

HAVIS C-ARM-103 FLIP UP ARM REST

HAVIS C-CUP2-I DUAL CUP HOLDER

HAVIS C-AP-0645 ACCESSORY POCKET

ALL OTHER HAVIS PRODUCTS IN THE MANUFACTURERS CATALOG

PRO-GARD

PRO-GARD PSSP5704T15A SPACE SAVER PARTITION

PRO-GARD B5705T15 CARGO BARRIER

PRO-GARD P4704UINT13 PARTITION

PRO-GARD B4705UINT13 CARGO BARRIER

PRO-GARD P3604INT13A PARTITION

PRO-GARD P5604C11A PARTITION

PRO-GARD P5304C11A PARTITION

ALL OTHER PRO-GARD PRODUCTS IN THE MANUFACTURERS CATALOG

GO RHINO

GO RHINO 5165 PUSH BUMPER

GO RHINO 5340 PUSH BUMPER

GO RHINO 5039 PUSH BUMPER

GO RHINO 5083 PUSH BUMPER

GO RHINO 5076 PUSH BUMPER

GO RHINO 5038 PUSH BUMPER

ALL OTHER GO RHINO PRODUCTS IN THE MANUFACTURERS CATALOG

SOUNDOFF SIGNAL

SOUND OFF #ENFLB 48" OR 54" NFORCE DUAL LED ALL BLUE WITH FULL WHITE SCENE LIGHTING IN THE FRONT WITH ALLEYS AND FULL AMBER TRAFFIC ADVISOR IN THE REAR.

SOUND OFF #ENFWBFS NFORCE INTERIOR BAR DUAL COLOR 12 LED BLUE/WHITE

SOUND OFF #ENFWBRF NFORCE INTERIOR REAR BAR DUAL COLOR 12 LED BLUE/AMBER

SOUND OFF ENFTCDGS1208 NFORCE TRAFFIC CONTROLLER DUAL COLOR BLUE/WHITE

18000000349	Document Phase Final	Document Description MA - FEDERAL SIGNAL EMERGENCY LIGHTING, SIRENS, ACCESSORIES	Page 11 of 13
-------------	--------------------------------	---	-------------------------

SOUND OFF #ENFTCDGS1206 NFORCE TRAFFICE CONTROLLER DUAL COLOR BLUE/WHITE

SOUNDOFF #ENFTCDGS1204 NFORCE TRAFFIC CONTROLLER DUAL COLOR BLUE/WHITE

SOUND OFF EL3D08A00B ULTRA LIGHT 8 MODULE BLUE

SOUND OFF EL3D04A00B ULTRA LIGHT 4 MODULE BLUE

SOUND OFF ENFDGS3EE NFORCE DUAL DECK/
GRILLE MOUNT DUAL COLOR 12 LED BLUE/WHITE

ALL OTHER SOUNDOFF SIGNAL PRODUCTS IN THE MANUFACTURERS CATALOG

SOUND OFF ENT2B3E DUAL COLOR 18 LED INTERSECTOR BLUE/WHITE

SOUND OFF ENFFTSSMS6E FIT 6 LED DUAL COLOR SURFACE MOUNT BLUE/WHITE

SOUND OFF ETHFSS-SP HE ALIGHT FLASHER

SOUND OFF ETFBSSN-P TAILLIGHT FLASHER

SOUND OFF ETS462HPP NERGY 200 WATT DUAL TONE HAND HELD SIREN

SOUND OFF ETS482CSP NERGY 200 WATT DUAL TONE SIREN/SWITCHBOX

ALL OTHER SOUND OFF PRODUCTS IN THE MANUFACTURERS CATALOG

STAR SIGNAL

STAR ULB 24 INTERIOR SPLIT VISOR LIGHTBAR WITH
SINGLE COLOR LIGHTS AND MOUNTING BRACKETS

STAR ULB 28 INTERIOR SPLIT VISOR LIGHTBAR WITH
DUAL COLOR LIGHTS AND MOUNTING BRACKETS

ALL OTHER STAR SIGNAL PRODUCTS IN THE MANUFACTURERS CATALOG

TOMAR

TOMAR 970 L 4908 0701 LOADED LED LIGHTBAR. ALL
CORNERS HAVE 12 LEDS AND ALL MODULES HAVE 6 LEDS

TOMAR 970 DL 4908 0701 LOADED LED LIGHTBAR. ALL
CORNERS HAVE 24 LEDS AND ALL MODULES HAVE 12 LEDS

TOMAR 970 DL 5309 0701 LED LIGHTBAR. ALL CORNERS
HAVE 24 LEDS AND ALL MODULES HAVE 12 LEDS

RECT 16LS LIGHTHEAD WITH 6 LEDS

RECT 14LS LIGHTHEAD WITH 4 LEDS

TOMAR 940L SIREN/ CONTROLLER COMBO SINGLE PIECE OR REMOTE HEAD

180000000349	Document Phase Final	Document Description MA - FEDERAL SIGNAL EMERGENCY LIGHTING, SIRENS, ACCESSORIES	Page 12 of 13
--------------	--------------------------------	---	-------------------------

ALL OTHER TOMAR PRODUCTS IN THE MANUFACTURERS CATALOG

FENIEX

FENIEX APOLLO F-6 F-10013 LIGHTHEAD WITH 6 LED LIGHTS

FENIEX APOLLO 2X F-22013 LIGHTHEAD WITH SHIELD AND 12 LED LIGHTS

FENIEX APOLLO 600 D-50615 6 HEAD DUAL COLOR STICK LIGHT

FENIEX APOLLO 800 D-50815 8 HEAD DUAL COLOR STICK LIGHT

FENIEX APOLLO A-1000 INTER LIGHTBAR WITH SPLIT
VISOR, DUAL COLOR AND MOUNTING BRACKETS

FENIEX CANNON 120 H-2209 DUAL COLOR HIDEAWAY

FENIEX CANNON 360 H-2215 DUAL COLOR HIDEAWAY

ALL OTHER FENIEX PRODUCTS IN THE MANUFACTURERS CATALOG

CODE 3

ALL CODE 3 PRODUCTS IN THE MANUFACTURERS CATALOG

FEDERAL LIGHTING

ALL FEDERAL LIGHTING PRODUCTS IN THE MANUFACTURERS CATALOG

18000000349	Document Phase Final	Document Description MA - FEDERAL SIGNAL EMERGENCY LIGHTING, SIRENS, ACCESSORIES	Page 13 of 13
-------------	--------------------------------	---	-------------------------