

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE  
AMENDMENT NO. 1

TO: LIMITED DISTRIBUTION: THE OHIO DEPARTMENT OF HEALTH  
FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES  
SUBJECT: CONTRACT FOR MEDICAL SPECIMEN COURIER SERVICES

Attached are pages 1, 3, 8 and 14 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to notify of price change to orders placed on or after December 21, 2012, to notify of a new procurement contract and to add a Summary of Amendments.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Tim Riley, CPPB  
tim.riley@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

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

Affected Contractor(s):

0000197812  
Mercury Service  
2185 Kershner  
Dayton, OH 45414

STATE OF OHIO  
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MANDATORY USE CONTRACT FOR: MEDICAL SPECIMEN COURIER SERVICES

CONTRACT No.: OT903412

EFFECTIVE DATES: 01/01/12 to 12/31/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903412 that opened on 11/28/11. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Health, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

\* Tim Riley, CPPB  
tim.riley@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

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

\* Denotes new Procurement contact

Signed: \_\_\_\_\_  
Robert Blair, Director Date

## SPECIAL CONTRACT TERMS AND CONDITIONS

**AMENDMENTS TO CONTRACT TERMS AND CONDITIONS:** The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**SITE VISIT:** Prior to submitting their Bid response, the Bidder should visit the agency(ies) they are Bidding in order to survey the facility(s) and to become familiar with the requirements of the Bid. The Bidder must contact the Ohio Department of Health Laboratory in Reynoldsburg OH to schedule an appointment. To schedule an appointment, please contact Dr. Ram Chandrasekar at (614) 466-5600 or email [ram.chandrasekar@odh.ohio.gov](mailto:ram.chandrasekar@odh.ohio.gov). Once a contract is awarded, failure of the Bidder to have requested a site visit to become familiar with the facility and requirements of the bid will be insufficient reason to support any request to be released from the contract.

**CONTRACT RENEWAL:** This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed thirty-six (36) months unless DAS determines that additional renewal is necessary.

**CONTRACT AWARD:** The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total.

**EVALUATION:** Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders". In addition, the State will multiply Estimated Annual Shipments (25,195) by Cost per Shipment to get the Annual Total Cost of Shipments. The State will then multiply the Estimated Annual Pick Ups (32,841) by the Pick up Fee to get the Annual Total Pick Up Costs. The State will then add the Annual Total Shipment Costs to the Annual Total Pick Up Costs to get the low lot total for the Bid.

**SPECIFICATION QUESTIONS:** Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date, Bidders may visit the Office of Procurement Services website to post Bid related questions at [www.ohio.gov/procure](http://www.ohio.gov/procure). Answers to all Bidder questions will be posted on the Office of procurement Services website and linked to the Bid number. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only communications issued by the Department of Administrative Services, Office of Procurement Services in the form of an addendum, will be considered valid.

**MANDATORY/REQUIRED SUBMISSIONS:** As specified, mandatory submissions must be submitted with the Bid response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the Bid response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive.

**DELIVERY AND ACCEPTANCE:** Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

**DESCRIPTIVE LITERATURE:** The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not provided as part of the Bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the Bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the Bidder to furnish descriptive literature either as part of their Bid response or within the time specified herein will deem the Bidder not responsive.

\* **USAGE REPORTS:** Every six (6) months the Contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Tim Riley.

**INCURRED COSTS:** The State is not liable for any costs incurred by the Bidder prior to issuance of a Contract.

\* Denotes new Procurement contact

BID PRICE PAGE:

OAKS ITEM ID: 20917

<p><b>COST PER SHIPMENT FEE:</b></p> <p>Next Day Delivery (Monday-Saturday)</p> <p>Estimated Annual Shipments= 25,195</p> <p>Most packages weigh less than 1 lb.</p> <p>Cost per shipment is a flat fee.</p> <p>Fuel surcharge must be included in the Cost per Shipment.</p>	<p><b>PICK UP FEE:</b></p> <p>Pick up fees can only be applied to locations that are 50 miles or more away from Reynoldsburg, OH</p> <p>Pick up Fees are assessed per site not per package</p> <p>Estimated Annual Pick Ups=32,841</p>
<p>* \$ <u>3.09</u> per shipment</p>	<p>* \$ <u>6.80</u> per pick up</p>

\* Denotes price change

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	12/21/2012	This amendment is issued to notify of price change to orders placed on or after December 21, 2012, to notify of a new procurement contact and to add a Summary of Amendments.