

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

MANDATORY USE CONTRACT FOR: Immunization Program Equipment, Services and Supplies

CONTRACT No.: OT904012

EFFECTIVE DATES: 12/15/11 to 6/30/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904012 that opened on 11/18/11. 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:

Ross Leider, CPPB
ross.leider@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>

Signed: _____
Robert Blair, Director Date

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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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within five (5) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

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 (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". Each line item will be evaluated on its own merits. The price submitted per line item will be the amount evaluated.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

USAGE REPORTS: Every three(3) 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: Ross Leider.

BID AUTOMOBILE LIABILITY CHECKLIST: Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.): [For Supplies only Bids]:
List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions:, Paragraph G.):

Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the contractor (Name/City/State/Country)

b) Principal location of all subcontractors (Name/City/State/Country)

c) Location where services will be performed (Name/City/State/Country)

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS:

The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Contractor affirms to have read and understands [Executive Order 2011-12K](#) and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The bidder must complete the attached Contractor/Subcontractor Affirmation and Disclosure form attachment to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

5014 St. Andrews Drive
(Address)

Westerville, OH 43082
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

Supply Link, Inc
(Name)

5014 St Andrews Drive, Westerville, OH 43082
(Address, City, State, Zip)

Fluke Electric
(Name)

1420 75th Everett, WA 96203
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

341 Smith Drive
(Address)

Clayton, OH 45315
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

Polar Tech, Inc.
(Name)

415 Railroad Avenue, Genoa, IL 60135
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

N/A
(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contract also affirms, understands and agrees that Contractor and its subcontracts are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The state has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contract may enter into with the State and is incorporated therein.

By: Supply Link, Inc
Contractor

Print Name: Scott Downing

Title: President

Date: 10/31/2011

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE.

The state of Ohio, Department of Administrative Services (DAS) on behalf of the Ohio Department of Health (ODH), is soliciting bids for a Vendor to provide the following equipment, supplies and services for delivery to the Ohio Department of Health, 900 Freeway Drive North, Building 8, Columbus, OH 43229.

The Equipment, supplies and services required are specified in the Specifications below and on the Price Page of this Invitation for Bid (ITB). The Contract period is for December 13, 2011 through November 30, 2014, unless renewed or terminated.

II. SPECIFICATIONS.

A. Equipment, Supplies and Services

1. USB-1LCD Data Logger. 16K reading memory with LCD external temperature range -35C to +80C +- 1 deg. Accuracy with waterproof cap for probe. Power supply 3.6 1/2AA lithium battery with collar seal. Meets CE, RoHS Government Regulations. Unit does not need recalibrating. Logger must have custom delay hardware for pharmaceutical refrigerator use (Ohio Department of Health specifications), including software download CD/Rom.
2. DataPad. Collector handheld programmer for USB-1LCD. A compact, handheld unit, 4 4/1" x 6 1/2" with 16K memory, flat touch screen programming. Lithium power with charging station, the unit must have custom software to match USB-1LCD program.
3. Lithium Battery. Replacement battery for USB-ILCD Data Logger and DataPad, 3.6 1/2AA Lithium battery with custom collar seal on positive end. Differing battery voids warranty on USB Unit.
4. Laser reconfigure. (Fluke) Repair and replace defective laser with single dot IR laser, update branded monitoring software. Meets NIST (National Institute of Standards and Technology) regulations, Warranty is a minimum of One (1) year calibration, one (1) year parts warranty.
5. NIST Calibration Test. NIST Calibration, if needed, 1 and 3 point lasers, Certificate and updating included.
6. Chameleon Software Update License. Chameleon product software update license (Healthcare Applications Use) for 2012 and forward to continue license agreement.
7. EL USB 16K Data Logger. Standard Logger with factory software. No LCD reader or custom software.
8. HI-LO Thermometer with Glycol Probe. Traceable thermometer with serial glycol probe with NIST Certification and recalibration ability. Single and dual probe. Must have high and low temperature, audible alarm, and minimum and maximum memory.
9. Recalibration of HI-LO Thermometer. Recalibration of Hi-Lo Thermometer unit with new certificate.
10. Styrene Shipping Containers for vaccines. 1 1/2" wall thickness, with insert lid, UPS Shipper approved. The following sizes are required with lids:

8" x 6" x 4 1/4"	13" x 13" x 12 1/2"	19" x 12" x 16"	8" x 6" x 9"	17" x 10" x 12 3/4"
22 7/8" x 16 7/8" x 16"	12" x 10" x 7"	19" x 12" x 12"	25" x 16 1/2" x 12"	
11. Mylar Gel Refrigerants. Five (5) mil Thickness, three (3) sizes:

6 ounce, 12 ounce, and 24 ounce.

III. BILLING.

Itemized billings are required to include Contract number, purchase order number, name of ordering individual, date of order, list of equipment, supplies or services to include quantity, delivery address, unit price and total price. Submit invoices to the following address:

Ohio Department of Health
Attn: Accounts Payable
4th Floor
246 N. High Street
Columbus, OH 43215

IV. DOCUMENTATION.

A. MANDATORY WITH BID RESPONSE

1. Page 1 and the "Price Page" (page 10) of the ITB, with all requested information entered.
2. Offeror must insert Item/Part Number in the proper block on the Pricing Page for each item submitted.

Failure to submit the above documents will result in the bidder being deemed not responsive, and no further consideration for award will be given.

B. REQUESTED WITH BID RESPONSE

1. The address form on page 6
2. Copy of completed Internal Revenue Service (IRS) form W-9, indicating the Taxpayer Identification Number (TIN). A web address to obtain the form is at: <http://www.irs.gov/formspubs/index.html>
If additional assistance is needed in completing the W-9 form, please contact the IRS at 1-800-829-1040.
3. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (see Page 2, paragraph D of the Invitation To Bid)
4. Returned Good Policy: All bidders are requested to submit their company's policy on Returned Goods with their bid, if applicable.
5. Affirmative Action Program Verification letter of approval. In accordance with a requirement set forth in the Ohio Revised Code (ORC Section 125.111), bidders must complete filing of an Affirmative Action Plan to the Department of Administrative Services (DAS), Equal Opportunity Division (EOD) prior to award of a contract.

Affirmative Action Program Registration letter of approval: The Affirmative Action Program Verification Form may be renewed or completed and filed online by starting the following web address:
<http://www.das.ohio.gov/LinkClick.aspx?fileticket=RetjS0XsLe8%3d&tabid=133>

After the registration process, a copy of the letter of approval may be obtained at the following web address:
<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

Search by entering the company name or TIN, click on the name, and a printable copy of the letter of approval should appear. This letter shows verification of filing of Affirmative Action Plan.

You may call the EOD office at 614-466-8380 to inquire, if needed.

6. Bid Automobile Liability Checklist (see page 4 of the Invitation To Bid).
7. Disclosure of Service Providers (see page 4 of the Invitation To Bid).
8. Registration with the Ohio Secretary of State, Charter/Registration Number, if applicable. In accordance with the Standard Contract Terms and Conditions, Article I-29, bidder should be registered with the Ohio Secretary of State, if applicable. Bidder should provide DAS with its proper Secretary of State, Charter/Registration Number prior to award of a contract. Bidder may provide this number on Page 2 of this Invitation to Bid.

Note: The Charter/Registration Number may be verified at the following Web site:

http://www2.sos.state.oh.us/portal/page?_pageid=35,58664,35_58678&_dad=portal&_schema=PORTAL
or, by searching through Business Filings in the main SOS web site at: <http://www.sos.state.oh.us>

9. The following two documents concerning Executive Order 2011-12K, completed and signed: DAS Standard Affirmation and Disclosure Form and Standard Terms and Conditions, Executive Order 2011-12K, Governing the Expenditure of Public Funds on Offshore Services (see pages 5 and 6). You may review a copy of Executive Order 2011-12K at the following Web address:

<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>

10. Certificate of Insurance* and copy of current Workers' Compensation Certificate, if applicable (see Supplemental Contract Terms and Conditions, paragraphs S-12 and S-13)

If documents listed in paragraphs B.1 through B.10 above are not submitted with the bid response, they may be requested during the bid evaluation. If requested during the bid evaluation, documents must be received within seven (7) calendar days of verbal or written request. Failure to provide requested documents by the deadline provided during evaluation may result in the bidder being deemed not responsive.

* Submit, when requested, an Acord 25, Marsh MM1, or similar type of certificate from your insurance agent/carrier showing compliance with the required coverage amounts and the proper endorsements, per Articles S-12 and S-13 of the Instructions, Terms and Conditions for Bidding, and Standard Contract Terms and Conditions, Supplemental Contract Terms and Conditions, referenced on Page 1 of this Invitation to Bid.

For the General Liability coverage, the certificate must be endorsed to include: (1) Ohio designated as additional insured, (2) blanket waiver of subrogation, and (3) insurance shall be primary over any other coverage, as specified in Article S-13.

After notification by the state, failure to provide the certificate as required may result in the bidder being deemed not responsive.

Price Schedule

Commodity/Service: Immunization Program Equipment, Service & Supplies					
Vendor OAKS ID Number: 59239					
No.	Item Description	Part No.	Unit	OAKS ID Number:	Prices
1	USB-1LCD Data Logger	SLI-USB-1-LCD	EA	20155	\$ 53.44
2	DataPad for USB-1LCD Data Logger	DataPad USB-1	EA	20156	\$ 199.53
3	Lithium Battery for USB-1LCD Data Logger and DataPad	Lithium USB-1	EA	20157	\$ 3.15
4	Laser Reconfiguration	Reconfigure	EA	20158	\$ 232.00
5	NIST Calibration Test	NIST Test	EA	20159	\$ 155.00
6	Chameleon Software Update License	Chameleon	EA	20160	\$ 3,500.00
7	EL USB 16K Data Logger	SLI-ELUSB-16K	EA	20161	\$ 53.44
8	Hi-Lo Thermometer with Glycol	Temp/Probe	EA	20162	\$ 36.20
9	Recalibration of Hi-Lo Thermometer	Recalibration	EA	20163	\$ 23.42
10	Styrene Shipping Containers with lids For vaccines; Sizes Required:				
10a	Shipping Contr w/lids 8"x6"x4 ¼"	204F	EA	20164	\$ 4.27
10b	Shipping Contr w/lids 13"x13"x12 ½"	240F	EA	20165	\$ 9.23
10c	Shipping Contr w/lids 19"x12"x16"	266F	EA	20166	\$ 15.76
10d	Shipping Cntr w/lids 8"x6"x9"	207F	EA	20167	\$ 2.49
10e	Shipping Contr w/lids 17"x10"x12 ¾"	247F	EA	20168	\$ 7.63
10f	Shipping Contr w/lids 22 7/8"x16 7/8"x16"	ON69F	EA	20169	\$ 16.04
10g	Shipping Contr w/lids 12"x10"x7"	227F	EA	20170	\$ 8.03
10h	Shipping Contr w/lids 19"x12"x12"	261F	EA	20171	\$ 8.20
10i	Shipping Contr w/lids 25"x16 ½"x12"	295F	EA	20172	\$ 21.27
11	Mylar Gel Refrigerants – Sizes:				
11a	Mylar Gel Refrigerant Package - 6 ounce	FB6	EA	20173	\$ 27.92
11b	Mylar Gel Refrigerant Package -12ounce	FB12	EA	20174	\$ 25.78
11c	Mylar Gel Refrigerant package -24 ounce	FB24	EA	20175	\$ 13.87

Prices are USD

CONTRACTORS INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NUMBER: OT904012-1 (6/30/14)



59239
Supply Link, Inc.
5014 St. Andrews Drive
Westerville, OH 43082

TERMS: 2% 10, Net 30 Days

DELIVERY TERMS: FOB Destination

REMIT TO ADDRESS:

59239
Supply Link, Inc.
5014 St. Andrews Drive
Westerville, OH 43082

CONTRACTOR'S CONTACT: Mr. Scott Downing

TELEPHONE: (614) 890-8380
FAX: (614) 890-8380
E-MAIL: Supply-Link@hotmail.com