

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The original signed bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER 0B100013	OPENING DATE (1:00 p.m.) DECEMBER 19, 2012	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. 0000028091	BID NOTICE DATE NOVEMBER 28, 2012	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days			
BILL TO: Ohio Department of Mental Health Business Unit 30 2150 West Broad Street Columbus, OH 43223		SHIP TO: Ohio Department of Mental Health Business Unit 30 2150 West Broad Street Columbus, OH 43223	
DELIVERY REQUESTED F.O.B./DEST. P.P.D. <u>90 Days A.R.O.</u>		DELIVERY OFFERED (IF DIFFERENT) F.O.B./DEST.P.P.D. _____	
<p>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</p> <p>AUTOMATED PRESCRIPTION DISPENSING SYSTEM</p> <p>QUANTITY AND DURATION: This Invitation to Bid, which is not a contract, is considered to be a one-time procurement offer for the product(s)/service(s) as listed herein. The successful Contractor may commence performance of the awarded contract upon receipt of an official state of Ohio Purchase Order (ADM0523/ORDE). Upon completion of the contract and upon receipt of proper invoices, payment will be provided by the ordering agency. The contract will then be considered as complete and no further purchases may be placed against the contract. With the exception of approved overrun/underrun tolerances, any deviations from the quantity listed in the awarded contract shall not be permissible nor acceptable.</p> <p>INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDING; STANDARD CONTRACT TERMS AND CONDITIONS; AND SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS, Rev. 09/2012 are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.</p>			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The original signed bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m. on the above listed opening date to receive consideration for award. It is requested that the bidder not sign their bid in black ink. Bidder certifies, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country)_____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

_____(Item) _____(Country) of
Origin)

_____(Item) _____(Country) of
Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).



B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state.
 Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN) No (Go to B-4)
- Border state bidder: mined products mined in respective border state
 Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://das.ohio.gov/Eod/Edge/Index.htm>

PRICE SCHEDULE:

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

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	1	EA	Automated Prescription Dispensing System	\$	\$
2.	1	EA	Maintenance Services for One (1) Year (annual price must be maintained for a minimum of five (5) years)	\$	\$
			Sum of Lines 1 and 2	\$	\$
3.	1	EA	Trade-In Value of Current System (Credit Value)	(\$)	(\$)
			Net Lot Total	\$	\$

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: A site visit will be held on 12/10/12 at 2150 W. Broad St, Columbus OH 43223 to survey the facility and discuss the requirements of the bid. The site visit will commence promptly at 10:00 AM barring an unforeseen circumstance that result in a delay of the site visit. Attendance will be taken at the front entrance of the facility. The state will not be responsible to a bidder for their failure to obtain information discussed during the site visit due to their failure to attend and/or arriving after the site visit has convened.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid. The contractor must provide merchandise/service in unit quantity(s) as indicated in the bid/bid response/contract.

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the bidder's response. Exceptions will not disqualify a bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal bid responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the bid response.

The contractor shall supply a unit which includes all equipment necessary, to provide a unit which is safe and complete, including any items which are not mentioned but necessary. Any deviation from these specifications must be stated in writing and included as an attachment to the bid response.

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 State Purchasing website to post bid related questions at <www.ohio.gov/procure>. Answers to all bidder questions will be posted on the State Purchasing 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 bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, 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 and the bid response will be immediately disqualified with no further consideration given for potential awarding of the contract.

For specific submission requirements, bidders should refer to Specifications and Requirements for mandatory submissions due with the bid response and those other submissions that should be submitted with the bid response, but which do not become mandatory until requested during the bid evaluation period.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS (Cont'd.)

DELIVERY AND ACCEPTANCE: Supplies, including a fully functional system, will be delivered to the participating agency within ninety (90) calendar 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 and/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 (including complete technical drawings) either as part of their bid response or within the time specified herein will deem the bidder not responsive.

PRODUCT DEMONSTRATION: As applicable to the evaluation process, the State may require a product demonstration. This demonstration may be conducted at the agency's site location, or another suitable site mutually agreeable to the State.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". The State will multiply the unit quantity by the price per unit to determine the extended amount for item numbers 1 through 3. The State shall add the extended amount of items 1 and 2, and subtract the credit value (trade-in value) offered in item 3 to arrive at a net lot total for the purchase. The net lot total amount shall be the value used in the bid evaluation.

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

E.D.G.E CERTIFICATION: The Office of State Purchasing has identified those Contractors who were E.D.G.E. certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. Certification status of the Contractor.

SPECIFICATIONS

I. SCOPE:

The State of Ohio, Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Mental Health, is seeking bids for an Automated Prescription Dispensing System (APDS). The APDS shall fill, label and cap vials of prescription drugs. The system shall also be able to distribute no less than 180 unique drugs, interface with pharmacy management software ProPharm (KALOS), and be able to sort by patient and clinic.

The procurement of an automated prescription dispensing system shall include all equipment necessary to provide a system which is safe, complete, and fully functional (including any items and services which are not mentioned but necessary), plus installation and support services compliant with the specifications and requirements listed herein. The awarded contractor shall supply staff training, equipment warranty, and maintenance service as also described herein.

II. SPECIFICATIONS AND REQUIREMENTS, AUTOMATED PRESCRIPTION DISPENSING SYSTEM

DATA SHEET: Shown in this Invitation to Bid are the specification requirements and table of conformance for equipment that the State desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Director, Department of Administrative Services. Bidder signifies compliance or non-compliance with specifications by checking the appropriate blanks in the Table of Conformance below, and by listing and outlining all deviations from specifications on company letterhead and returning it with the bid. Failure to comply may deem the bid not-responsive.

For any "NO" answer indicated in the Specifications and Table of Conformation, the bidder must document on their letterhead, how non-compliance with the specification will affect the overall performance of the fully functional system described herein. The bidder must describe in detail and provide additional descriptive literature as necessary to explain/justify the exception to the specification. Failure to comply may deem the bid not-responsive.

A. Software:

YES NO

___ ___ 1. Interface with current KALOS ProPharm operating system

B. Inventory Management:

YES NO

___ ___ 2. Alert user to cells with low inventory

___ ___ 3. Replenishment report viewable on equipment monitor and printable to external printer device.

___ ___ 4. Equipment housing designed to minimize internal dust accumulation and reduce maintenance

___ ___ 5. Two staff members can use machine simultaneously without any interruptions of work
(restocking and dispensing can be completed at the same time without one waiting for the other)

___ ___ 6. Operator able to replenish vials and lids into machine while machine is in use

___ ___ 7. Equipment able to place caps on vials

C. Security:

YES NO

___ ___ 8. Manufacturer's bottle barcode verification required when filling cell

___ ___ 9. Limit access to authorized users by badge scan

___ ___ 10. Provide electronic tracking of lot numbers, expiration dates, and staff members replenishing medication

SPECIFICATIONS (Cont'd.)

- 11. Lock designated cells
- 12. Track user activity
- 13. Complete electronic back-up automatically and without disruption to the work day
- 14. Provide bar code scanning
- 15. Complete a double count of all product

D. Workflow:

- | YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 16. Run after hours with an overflow bin |
| <input type="checkbox"/> | <input type="checkbox"/> | 17. Dispense medication by batch numbers |
| <input type="checkbox"/> | <input type="checkbox"/> | 18. Complete large prescriptions by splitting medication into multiple bottles |
| <input type="checkbox"/> | <input type="checkbox"/> | 19. Store up to 200 prescriptions in queue before shut down occurs |
| <input type="checkbox"/> | <input type="checkbox"/> | 20. Provide an exception bin |
| <input type="checkbox"/> | <input type="checkbox"/> | 21. Hold up to as many as 100 processed prescriptions before shut down occurs |
| <input type="checkbox"/> | <input type="checkbox"/> | 22. Accept various vial sizes |
| <input type="checkbox"/> | <input type="checkbox"/> | 23. Have a minimum of 180 cells |
| <input type="checkbox"/> | <input type="checkbox"/> | 24. Provide super and regular cells |
| <input type="checkbox"/> | <input type="checkbox"/> | 22. Have separate inventory and dispensing activities to keep machine operating. |
| <input type="checkbox"/> | <input type="checkbox"/> | 23. Calibrate cells on site to accommodate frequent manufacturer changes |

E. Installation and Support:

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 24. Deliver a fully functional system to the participating agency, within ninety (90) calendar days after receipt of order. |
| <input type="checkbox"/> | <input type="checkbox"/> | 25. Demonstrate the specified performance of the automated prescription dispensing system |
| <input type="checkbox"/> | <input type="checkbox"/> | 26. Provide unpacking, setup, and on-site initial familiarization training to thoroughly familiarize users with proper operation and routine maintenance – within thirty (30) calendar days of delivery of a fully functional system. |
| <input type="checkbox"/> | <input type="checkbox"/> | 27. Provide 8 hours, of in depth training for the software, set-up, and operation, once the system has been installed and meeting the manufacturer's published specifications, within one week of final installation of a fully functional system. Training will be at the installation site. |
| <input type="checkbox"/> | <input type="checkbox"/> | 28. Must furnish all technical literature and operation manuals |

SPECIFICATIONS (Cont'd.)

F. Warranty / Service:

YES NO

- _____ _____ 29. Quoted price shall include a manufacturer's warranty of six (6) months for the entire system, to commence at the completion of the installation and agreement by operators that the instrument is working properly and fully functional. During the warranty period, the supplier shall assume responsibility for any and all defects in materials, workmanship and performance, and the warranty period shall cover parts, labor, shipment, and travel associated with the repair or placement of the unit. If system is not able to be repaired within 5 calendar days, the supplier shall provide a temporary replacement at no additional cost. If the system is not repairable within a 30 calendar day period, the supplier shall provide a new replacement unit of equal or greater value at no cost. Supplier will reimburse Buyer for cost incurred from additional staffing and overtime required while waiting for replacement equipment.
- _____ _____ 30. During the warranty period, supplier's technicians shall perform a minimum of two (2) preventive and/or required maintenance service visits for cleaning, inspection, adjustment, and repair of all instrument components as necessary, at no additional cost. Unlimited emergency service shall be provided, during the warranty period, at no additional cost: Supplier shall provide a four (4) hour or better initial contact, via phone communication, and on-site service response with trained technicians (service engineers) within 24 hours.
- _____ _____ 31. A price shall be given for a manufacturer's one (1) year extended warranty for five (5) consecutive years (billed annually) for the entire system, to commence at the completion of the manufacturer's warranty period. The instrument shall continue to work properly and be fully functional. During the extended warranty period, the supplier shall assume responsibility for any and all defects in materials, workmanship and performance, and the extended warranty period shall cover parts, labor, shipment, and travel associated with the repair or placement of the unit. If system is not able to be repaired within 5 calendar days, the supplier shall provide a temporary replacement at no additional cost. If the system is not repairable within a 30 calendar day period, the supplier shall provide a new replacement unit of equal or greater value at no cost. Supplier will reimburse Buyer for cost incurred from additional staffing and overtime required while waiting for replacement equipment.
- _____ _____ 32. The supplier shall provide a support service where competent technicians shall be available for direct telephone consultation no less than eight hours per day, five days a week.

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.

SPECIFICATIONS (Cont'd.)

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

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

The remainder of this page was intentionally left blank.

CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

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:

(Address) (City, State, Zip)

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

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

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

(Name) (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):

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors 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 Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____