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: ULTRASOUND SERVICES FOR CORRECTIONS MEDICAL CENTER

CONTRACT No.: OT902212 EFFECTIVE DATES: 10/01/11 to 09/30/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902212 that opened on 08/24/11. 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 OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, CORRECTIONS MEDICAL CENTER, P. O. BOX 23658, COLUMBUS, OHIO 43223-0658, 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:

Terry Spiropoulos, CPPB
terry.spiropoulos@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

TABLE OF CONTENTS

CLAUSES	PAGE NO.
Special Contract Terms and Conditions	3
Amendments to Contract Terms and Conditions	3
Special Conditions	3
Specification Questions	3
Delivery and Acceptance	3
Descriptive Literature	3
Product Demonstration	3
Fixed-Price with Economic Adjustment	4
Evaluation	4
Contract Award	5
Prime Contractor Responsibilities	5
Indemnification	5
Usage Reports	5
Specifications and Requirements	8
I. Scope	8
II. Specifications	8
III. Billing	9
IV. Contractor Qualifications	10
CONTRACT ITEMS	
Bid Price Page	13
Contractor Index	13

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.

SPECIAL CONDITIONS: The Director, Department of Administrative Services (DAS) reserves the right to bid, under a separate bid, large or unusual requirements, for items that may be a part of the awarded contract.

SPECIFICATION QUESTIONS: Through the indicated inquiry closure date, Bidders may visit the State Procurement website to post bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the State Procurement 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 State Procurement in the form of an addendum, will be considered valid.

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 seven (7) 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 seven (7) 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.

PRODUCT DEMONSTRATION: Prior to final award, the apparent lowest responsive and responsible Bidder may be required to participate in a demonstration of the ultrasound equipment the Bidder is quoting. This demonstration will be presented at the Corrections Medical Center (CMC) at a time mutually agreed upon by the Bidder and CMC. This demonstration is to be completed within five (5) days of being requested.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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.

Additional supportive documentation should include invoices from sub-contractors, transportation, or raw material suppliers as applicable. Contractors shall retain copies of invoices from its suppliers for the duration of the contract and should provide copies upon request, as justification.

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".

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will calculate the cost for each line item in each time period (arranged in columns in the Price Page), and then add all three time periods together to arrive at the low lot total. Failure to bid all items may result in the bidder being deemed not responsive (except for Discount amount). The following details the steps to arrive at the low lot total:

Step 1. Multiply the Estimated Annual Usage quantity of the line item by the offered Cost Per Test For Period 10/1/11 Through 09/30/12. The result will be the Extended Cost Per Test For Period 10/1/11 Through 09/30/12, for each line item. Repeat this calculation for each of the remaining line items. Discount amount (optional) will be evaluated and calculated as negative number, having a reduction effect on the low lot total.

Step 2. Add all of the Extended Cost Per Test For Period 10/1/11 Through 09/30/12 line items together, and the result will be the Total Extended Cost For Period 10/1/11 Through 09/30/12.

Step 3. Follow Steps 1 and 2 above, but substituting Cost Per Test For Period 10/1/12 Through 09/30/13. The result will be the Total Extended Cost For Period 10/1/12 Through 09/30/13.

Step 4. Follow Steps 1 and 2 above, but substituting Cost Per Test For Period 10/1/13 Through 09/30/14. The result will be the Total Extended Cost For Period 10/1/13 Through 09/30/14.

Step 5. Add the Total Extended Costs for all three periods (columns), from Steps 2, 3, and 4 above. This resulting total will be the lot total of each bid.

DAS, in conjunction with DRC, may evaluate the bid and related descriptive literature, product demonstration, product samples, and to help determine quality and performance. All products and services shall be fit for use for the intended purposes specified herein and be of high quality. All products and services must meet or exceed the Specifications and Requirements, as indicated herein. Minor, immaterial design variations may also be acceptable if approved by DAS in conjunction with the DRC. Final review and approval of the functional, performance, aesthetic, and safety qualities will be with DAS, in conjunction with the DRC. Failure to price all line items (except for Discount amount) may result in the bidder being deemed as not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost (for each period) by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive. The Bidder must pass the acceptance testing to be deemed responsible.

PRIME CONTRACTOR RESPONSIBILITIES: The selected Contractor will be required to assume responsibility for all services offered in its bid submission whether or not it produces them. Further, the State will consider the selected Contractor to be the sole point of contact with regard to contractual matters. The selected Contractor will ensure that all products and services shall be fit for use for the intended purposes specified herein and be of high quality.

INDEMNIFICATION: The following is in addition to Article IV paragraph C of the Standard Contract Terms and Conditions. The Contractor shall indemnify and hold harmless the state and its officers, agents and employees for any and all claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which arise as a result of the services performed by the Contractor or its employees or agents which is in any way connected with, or based upon services rendered in performance of the contract. The Contractor assumes and fully understands all risks involved in carrying out the provisions of this contract and neither the Ohio Department of Rehabilitation and Corrections (ODRC) or state of Ohio shall be liable to the Contractor for any injuries, damages, or claims whatsoever to the Contractor or to any third party resulting from the Contractor's activities under this contract.

USAGE REPORTS: Every twelve (12) 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: Terry Spiropoulos.

BRAND NAMES: In the following specification requirements trademarks, brand names, manufacturer's names, catalogues/style/product numbers and products are listed as examples only, for the purpose of description to establish a base level of quality, performance and characteristics the state requires. The listed examples are not intended to limit or restrict competition as any items offered that contain the level of quality that are incorporated in the trademarks, brand names, manufacturers names, catalogue/style/product numbers listed will receive the same consideration for award. Bidders may be required to submit descriptive literature, detailed specifications and samples to verify quality standards.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

Each bidder is requested to provide the following information:

PURCHASE ORDERS AGAINST THIS BID SHALL BE MAILED TO:	REMITTANCE ADDRESS AGAINST THIS BID SHALL BE MAILED TO:
_____	_____
FIRM NAME	FIRM NAME
_____	_____
STREET ADDRESS	STREET ADDRESS
_____	_____
CITY & STATE ZIP CODE	CITY & STATE ZIP CODE

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 or greater.

☐ 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

The state of Ohio Department of Administrative Services (DAS), on behalf of Ohio Department of Rehabilitation and Corrections (DRC), is soliciting bids for a Contractor to provide Ultrasound (Sonography) services for Ohio's inmate population at the Corrections Medical Center (CMC), located at 1990 Harmon Ave, Columbus, OH 43223.

Overview: The Contractor will furnish current-technology Ultrasound equipment, transporting it into the CMC radiology department Ultrasound procedure room. Contractor may leave the equipment within the CMC radiology department continuously or transport it weekly. Contractor will also provide the qualified Ultrasound Technologist(s) (Sonographer) to administer all tests. The tests on patients will be performed in the Ultrasound procedure room inside the CMC building only. All test reports/results will be of high quality.

The services and items covered for the duration of this contract are included in the in the Specifications and the Price Page of this Invitation to Bid. The contract period is 10/01/11 through 09/30/14, unless renewed, terminated, funding expires.

II. SPECIFICATIONS

A. Service hours

1. Services are to be provided for approximately twenty (20) to thirty (30) hours per week. This will include eight (8) hours on Tuesday and eight (8) hours on two other specified days, between 7:00 a.m. and 3:30 p.m.

2. Additional services, including extra service days and times, are to be provided at the same prices, terms and conditions as set forth in this bid/contract.

3. If Tuesday or a regularly scheduled day falls on a state holiday, the services will then be performed on the next business day.

B. Services to be provided

1. The Contractor is to provide a qualified licensed Ultrasound Technologist (Sonographer) to administer all tests, and the Ultrasound Technologist provided must have the credentials and licensure/certifications, as indicated below in Section IV.B, under Contractor Qualifications:

2. Cost of the technologist is to be factored in the per test cost. No additional cost to CMC for a technologist will be paid.

2. Currently, vascular tests are being performed at CMC. These vascular studies all require a color flow Doppler and duplex imaging.

3. All products and services shall be fit for use for the intended purposes specified herein and be of high quality.

C. Equipment to be provided

1. The Contractor will furnish the Ultrasound equipment needed to perform the tests on patients and to produce the test results.

2. The Contractor wills Furnish CMC individual videos of each test given.

3. The Contractor will furnish black & white and /or color printouts, as requested and required.

4. The cost for all videos and printouts must be included as part of the per test cost.

5. All above information will be placed in the inmates' medical files (pockets) and become a part of their permanent records.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

D. Ultrasound equipment specifications

1. Hardcopy and dicom capabilities.

2. Color monitor and color printer.

3. High quality resolution of diagnostic images.

4. Appropriate Probes to perform tests that should include the following probes: abdominal, vascular, small parts (breast, testicle, and thyroid), and endovaginal probes.

5. Appropriate transducers to perform all tests described herein.

6. Genuine portability.

7. Economical upgrade path.

8. Equipment must be serviced every six months by a reputable, qualified service engineer.

9. The video format shall be dicom compatible, or another video format or system approved by DAS in conjunction with DRC.

10. Equipment must be no older than four years, to ensure only current technology is utilized. Image quality of test results must be reasonably equivalent to the high image quality produced by the Siemens, Phillips, and GE brands of equipment; Image quality of the test results shall meet or exceed the industry standards for high quality images produced with current-technology, high quality equipment.

E. Portability of Equipment

The Contractor will furnish the Ultrasound equipment, transporting it into the CMC radiology department, and bring it into the Ultrasound procedure room. Procedures with patients will be performed in the Ultrasound procedure room only. Contractor may leave the equipment within the CMC radiology department continuously or transport it not more often than weekly. It is much more easier and efficient, from CMC's point of view, to leave the equipment at CMC. Leaving the equipment at the CMC radiology department will minimize disruption to facility operations.

1. The Contractor will have the option to either; (1) leave the Ultrasound equipment on-site at CMC, with a technician that will come as scheduled by CMC's Radiology Department; or (2) the Ultrasound equipment may be brought and taken one time, for each week which the Contractor is scheduled or requested to perform services at CMC.

2. If the Contractor chooses to bring the equipment each time, the State will not pay additional charges for transportation, travel time for either the technician or equipment and any downtime required to pass through the security check points to gain entry into CMC.

III. BILLING

Monthly itemized billing is to include contract number, purchase order number, patient name, patient number, date of service, type of service performed, itemized charge for service, discounts, etc. This billing is to be sent to:

Ohio Department of Rehabilitation and Corrections
Corrections Medical Center
C/O Business Office
P.O. Box 23658
Columbus, OH 43223-0658

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

IV. CONTRACTOR QUALIFICATIONS

A. Proof of three business references which includes the Contractor name, phone number, email address and dollar value of services performed in the last two years. Contractor must have been in business continuously for the last two years, performing Ultrasound services reasonably similar to the requirements of this Invitation to Bid.

B. Proof that all technologist(s) used to fulfill the contract with CMC, will be registered and certified through the American Registry of Diagnostic Medical Sonographers (ARDMS).

1. The Contractor shall provide a qualified licensed Ultrasound Technologist (Sonographer) to administer all tests, and the Ultrasound Technologist provided must have the following qualifications:

Technologist Credentials Including:

a. Professional experience including ability to assist the radiologist with interventional radiology procedures including Liver Biopsies, PICC line placement, Paracentesis, Thoracentesis

Licensure/Certification:

a. Proof of Radiologic License- Ohio Department of Health

b. Proof of Registration- The American Registry of Radiologic Technologist

c. Proof of Registration with the American Registry of Diagnostic as Medical Sonographers -General Certification

d. Proof of Registration with the American Registry of Diagnostic as Medical Sonographers -Abdominal Imaging Certification

e. Proof of Registration with the American Registry of Diagnostic as Medical Sonographers -OB and Gynecology Certification

C. Proof that all technologist(s) used to fulfill the vascular portions of the contract with CMC, will also be certified as a RVT (Radiology Vascular Technologist).

D. Proof that all Ultrasound equipment utilized will meet the specifications detailed herein.

D. Could provide a product demonstration of the equipment to be utilized for this contract at the CMC location within five (5) days of being requested.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

V. DOCUMENTATION:

A. MANDATORY WITH BID RESPONSE

1. Page 1, and the "Price Page" (page 13) of the ITB, with all requested information entered.

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 6 of the Invitation To Bid).

7. Disclosure of Service Providers (see page 7 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

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

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 14 through 20). 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 PAGE

DESCRIPTION	Item ID No.	Cost Per Test for Period 10/1/11 Through 9/30/12	Cost Per Test for Period 10/1/12 Through 9/30/13	Cost Per Test for Period 10/1/13 Through 9/30/14
TESTS:				
Abdomen (Complete)	9855	$170	$170	$174
Aorta	5104	170	170	174
Bladder	5105	135	135	138
Breast	9856	100	100	103
Gall Bladder	5106	135	135	138
Kidney (Renal)	5107	135	135	138
Liver	9858	135	135	138
Obstetrics	5108	170	170	174
Pancreas	9859	135	135	138
Pelvis (complete)	5109	135	135	138
Prostate (with the possibility of doing it rectally)	9860	170	170	174
Right Upper Quadrant US	9861	135	135	138
Scrotal	5111	137	137	140
Spleen	9862	135	135	138
Thyroid	5112	135	135	138
Transvaginal	9863	135	135	138
Carotid Artery Doppler (including vertebral arteries)	9857	450	450	460
Upper & Lower Extremity arterial	5113	135	135	138
Renal Artery Doppler Study	5110	340	340	349
Upper & Lower Extremity venous studies	9864	280	280	287
US Guidance for Biopsy, Aspiration, or Localization	76942	278	278	285
US Guidance for Vascular Areas	76937	34	34	37
Pricing per hour for any tests not covered above	19877	300	300	300

CONTRACTOR INDEX

CONTRACTOR, TERMS:

Vendor ID #48930
Mid-Ohio Radiology, Inc.
90 Village Pointe Drive
Powell, OH 43065

CONTRACTOR'S CONTACT: Sharon A. Heller

BID CONTRACT NO: OT902212-1 (09/30/14)

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (614) 791-1300 x 103
FAX: (614) 791-1302
E-mail address: sheller@midohioradiology.com

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD TERMS AND CONDITIONS

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

July 2011

I. EXECUTIVE ORDER REQUIREMENTS:

The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

II. TERMINATION, SANCTION, DAMAGES:

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of [insert percent here] of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

III. ASSIGNMENT / DELEGATION:

The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

Acknowledgement:

I acknowledge that I have read through the terms and conditions above and understand that these terms and conditions are a part of the Contract with the State and incorporated into the same.

_____

Contractor

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

The Bidder/Offeror 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 Bidder/Offeror to sanctions, termination or a damages assessment. If the Bidder/Offeror 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)

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE (Cont'd.):

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

4. Location where services to be performed will be changed or shifted by Contractor:

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

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

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

ATTACHMENT A
COPY OF EXECUTIVE ORDER 2011-12K

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

A copy of Executive Order 2011-12K is reproduced on the following three pages, for reference only.

ATTACHMENT A
COPY OF EXECUTIVE ORDER 2011-12K (Cont'd.)

JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.

2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:

    a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:

        i. Reflect this Order's prohibition on the purchase of offshore services.

ATTACHMENT A
COPY OF EXECUTIVE ORDER 2011-12K (Cont'd.)

ii. Require service providers or prospective service providers to:

1. Affirm that they understand and will abide by the requirements of this Order.
2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
5. Disclose the principal location of business for the contactor and all subcontractors who are supplying services to the state under the proposed contracts.

b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.

c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.

d. All APOs have adequate training which addresses the terms of this Order.

4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

5. Executive Order 2010-09S is hereby rescinded.

ATTACHMENT A
COPY OF EXECUTIVE ORDER 2011-12K (Cont'd.)

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.

John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	08/04/14	To indicate that this contract will expire 9/30/14, thereafter, the agency shall procure their needs in accordance with ORC 125.05.