

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

REQUIREMENTS CONTRACT: ULTRASOUND SERVICES FOR THE CORRECTIONS MEDICAL CENTER

CONTRACT No.: OT904007

EFFECTIVE DATES: 10/01/06 to 09/30/09
Renewal Through 09/30/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904007 that opened on 08/21/06. 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:

Jan Jacobs
Jan.jacobs@das.state.oh.us

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



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

Signed: _____
Carol Nolan Drake, 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.

SPECIAL CONDITIONS: The Director, Department of Administrative Services 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 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 communications issued by the Department of Administrative Services, State Purchasing in the form of an addendum, will be considered valid.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the bid. If not submitted with the bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of State Purchasing. 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 Section IV. Contractor Qualifications and the Bid Submission Check List for a listing of those 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.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with Article 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.

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 five (5) calendar days after request/notification by the Office of State Purchasing to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the Bidder to furnish descriptive literature either as part of their bid response or within the time specified herein may deem the Bidder not responsive.

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.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS

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 1-5 of the "Instructions to Bidders."

To determine the low lot total price of the bid, the state will multiply the Estimated Annual Usage figures by the Cost Per Test by each item. Each year will be calculated and summed for a grand total. Failure to bid all items may result in the Bidder being deemed as not responsive.

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

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 State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Mary Kae Ozello.

INSURANCE DOCUMENTS: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents as required by this contract. The documents must include a current Workers' Compensation Certificate and an Acord Certificate of Liability Insurance and must include all required endorsements as described in the Supplemental Terms and Conditions of this contract.

Failure to maintain compliant insurance coverage per S-13 of the Supplemental Contract Terms and Conditions will be considered a default and may be cause for cancellation of the contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Mary Kae Ozello.

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 AND REQUIREMENTS

I. SCOPE

The state of Ohio 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.

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.
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.
3. Currently, no vascular tests are being performed at CMC; however, we expect a steady demand for these tests once started. These vascular studies will all require a color flow Doppler and duplex imaging.

C. Equipment to be provided

1. The Contractor will furnish CMC with a video tape player (VCR) and a monitor (both to be left on-site) to enable CMC's Radiologist to view the videotape, if it should become necessary to do so.
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

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 abdominal ultrasounds.
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.

E. Portability of Equipment

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) bring the Ultrasound equipment each time 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, 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

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.
- 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).
- 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.
- E. 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.

BID PRICE PAGE

DESCRIPTION	ITEM NO.	Estimated Annual Usage	COST PER TEST 10/1/06 THRU 9/30/07	COST PER TEST 10/1/07 THRU 9/30/08	COST PER TEST 10/1/08 THRU 09/30/09	COST PER TEST 10/1/09 THRU 09/30/10	COST PER TEST 10/1/10 THRU 09/30/11*
Abdomen (Complete)	9855	80	\$150	\$160	\$170	\$170	\$170
Aorta	5104	3	\$150	\$160	\$170	\$170	\$170
Bladder	5105	1	\$120	\$127	\$135	\$135	\$135
Breast	9856	100	\$90	\$95	\$100	\$100	\$100
Gall Bladder	5106	2	\$120	\$127	\$135	\$135	\$135
Kidney (Renal)	5107	1	\$120	\$127	\$135	\$135	\$135
Liver	9858	95	\$120	\$127	\$135	\$135	\$135
Obstetrics	5108	10	\$150	\$160	\$170	\$170	\$170
Pancreas	9859	1	\$120	\$127	\$135	\$135	\$135
Pelvis (complete)	5109	113	\$120	\$127	\$135	\$135	\$135
Prostrate (with the possibility of doing it rectally)	9860	1	\$150	\$160	\$170	\$170	\$170
Right Upper Quadrant US	9861	206	\$120	\$127	\$135	\$135	\$135
Scrotal	5111	264	\$120	\$127	\$137	\$137	\$137
Spleen	9862	1	\$120	\$127	\$135	\$135	\$135
Thyroid	5112	60	\$120	\$127	\$135	\$135	\$135
Transvaginal	9863	2	\$120	\$127	\$135	\$135	\$135
Carotid Artery Doppler (including vertebral arteries)	9857	1	\$400	\$425	\$450	\$450	\$450
Upper & Lower Extremity arterial	5113	1	\$120	\$127	\$135	\$135	\$135
Renal Artery Doppler Study	5110	1	\$300	\$320	\$340	\$340	\$340
Upper & Lower Extremity venous studies	9864	1	\$250	\$265	\$280	\$280	\$280
Pricing per hour for any tests not covered above	9864	1	\$300	\$320	\$340	\$340	\$340

CONTRACTOR INDEX

CONTRACTOR, TERMS:

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

CONTRACTOR'S CONTACT: Sharon Heller

IT/MIS CONTACT: Kent Stephens

BID CONTRACT NO: OT904007-1 (09/30/11)

TERMS: Net 30 Days

DELIVERY: As Specified

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

Telephone: (614) 764-4544

*Column added to reflect effective pricing 10/01/10-09/30/11

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
4	09/09/11	This Contract, Number OT904007, will not be renewed beyond current expiration date of 09/30/11. Thereafter, agency shall procure in accordance to Ohio Revised Code Section 125.05.
3	09/28/10	Contract Renewal to extend the pricing list effective date for one year.
2	10/1/09	Contract Renewal to extend the pricing list effective date for one year and update Contract Analyst.
1	10/2/06	Correct NIGP codes for items