

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 Equipment, Services and Supplies

CONTRACT No.: OT901715

EFFECTIVE DATES: 01/09/15 to 12/31/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901715 that opened on 11/19/14. 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 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.ohio.gov

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.

Award	3
Contractor's Index	7
Special Conditions	3
Specifications	4 - 5

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 thirty (30) 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.

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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated annual usage of each item by its corresponding unit price and then add these totals together for each category. Although there will be separate category awards made, bidders are eligible to receive awards of multiple categories providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the categories. Failure to bid all items in a category 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 category. Each category total will be determined by multiplying the unit price by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for each category. Failure to bid all items in a category may result in the bidder being deemed not responsive.

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 sixty (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".

SPECIFICATIONS

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 Contractor to provide Immunization Program 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 January 9, 2015 through December 31, 2017, unless renewed or terminated.

II. SPECIFICATIONS.

Shown below are the specification requirements 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 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.

A. CATEGORY 1

1. EL-USB-TP-LCD+ Data Logger with LCD Screen. Lascar Electronics EL-USB-TP-LCD+ or equal. 32K reading memory with LCD external temperature range -40C to +125C +/- 1 deg. accuracy. Power supply 3.6 1/2AA lithium battery with collar seal. Meets CE, RoHS Government Regulations. Logger must have custom delay firmware for pharmaceutical refrigerator and freezer use. Unit must be compatible with Easy Log software. The logger itself must be able to be affixed to the external wall of the refrigerator and or freezer by magnetic or similar means. A sensor probe in glycol must be provided with the data logger and have a National Institute of Standards and Technology (NIST) two (2) year calibration certification from an ILAC/MRA certified laboratory.
2. EL-WiFi-TP+ WiFi Temperature Probe Data Logger. Lascar Electronics EL-WiFi-TP+ or equal. A temperature probe will be supplied in glycol with the sensor. It measures the temperature in which the probe is situated. Data is transmitted wirelessly via a WiFi network to a personal computer and cloud environment and viewed using a Easy Log software. 32K reading memory with LCD external temperature range -40C to +125C +/- 1 deg. accuracy. Power supply 3.6 1/2AA lithium battery with collar seal. Meets CE, RoHS Government Regulations. Unit must be compatible with Easy Log software. The logger sensor itself must be able to be affixed to the external wall of the refrigerator and or freezer by magnetic or similar means. A sensor probe in glycol must be provided with the sensor and have a National Institute of Standards and Technology (NIST) two (2) year calibration certification from an ILAC/MRA certified laboratory.
3. DataPad. Lascar EL-DataPad or equal. Collector handheld programmer for all USB compatible data loggers. A compact, handheld unit, Approximately 4" x 1" x 6 ½" with greater than or equal to 16K memory, flat touch screen programming. Lithium power with charging station, the unit must be compatible with Easy Log software.
4. Lithium Battery. TEKCELL/TC SB-AA02 or equal. Replacement battery for EL-USB-TP-LCD+ Data Logger and Data Pad, 3.6 1/2AA Lithium battery with custom collar seal on positive end.

B. CATEGORY 2

1. Data Logger Thermometer Calibration. Subsequent to the purchase of new data logger thermometers when required and maintenance of state-owned data logger thermometers, the Contractor shall provide two (2) year calibration for data logger thermometers. Must include NIST certification from an International Laboratory Accreditation Cooperation/Mutual Recognition Arrangements (ILAC/MRA) certified laboratory. Re-certification labels must be placed on each device after completion. Electronic certificate must be available for each device. The units will be shipped for calibration by the Ohio Department of Health to the Contractor at the Ohio Department of Health's expense and returned by the Contractor at the Contractor's expense to: Ohio Department of Health, 900 Freeway Drive North, Building 8, Columbus, OH 43229. 2-Year certification is required. Must meet NIST Standards. Calibration and return will be within 30 days of receipt by the Contractor.

SPECIFICATIONS – CONT'D

2. Laser Reconfigure. State-owned, Fluke Hand-Held Infrared Thermometers. Vendor shall repair and replace defective laser with single dot IR laser, update branded monitoring software. The repair must meet NIST regulations. Warranty shall include a minimum of One (1) year for the calibration, and one (1) year parts. The units will be shipped for calibration by the Ohio Department of Health to the Contractor at the Ohio Department of Health's expense and returned by the Contractor at the Contractor's expense to: Ohio Department of Health, 900 Freeway Drive North, Building 8, Columbus, OH 43229. Reconfigure and return will be within 30 days of receipt by the Contractor.
3. NIST Calibration Test. State-owned, Fluke Hand-Held Infrared Thermometers. NIST Calibration, if needed, 1 and 3 point lasers, Certificate and updating included. The units will be shipped for calibration at the Ohio Department of Health's expense and returned by the Contractor at the Contractor's expense to: Ohio Department of Health, 900 Freeway Drive North, Building 8, Columbus, OH 43229. Calibration and return will be within 30 days of receipt by the Contractor.

C. CATEGORY 3

Chameleon Software Update License. Chameleon product software update license (Healthcare Applications Use) for calendar year 2014 and forward to continue license agreement.

D. CATEGORY 4

1. Styrene Shipping Containers with Lids for vaccines. Polar Tech or equal. 1 ½" wall thickness, with insert lid, UPS Shipper approved. The storage capacity of interior space cannot be less than that specified. However, sizes offered may be larger by no more than one (1) inch in any direction.

The following sizes are required:

8" LG x 6" W x 4" D	204F Polar Tech or equal
13" L x 13" W x 12" D	240F Polar Tech or equal
19" L x 12" W x 16" D	266F Polar Tech or equal
8" L x 6" W x 9" D	207F Polar Tech or equal
17" L x 10" W x 12" D	247F Polar Tech or equal
22" L x 16" W x 16" D	ON69F Polar Tech or equal
12" L x 10" W x 7" D	227F Polar Tech or equal
19" L x 12" W x 12" D	261F Polar Tech or equal
25" L x 16" W x 12" D	295F Polar Tech or equal

2. Mylar Gel Refrigerants. Five (5) mil Thickness, three (3) sizes:

6 ounce	FB6 Polar Tech or equal
12 ounce	FB12 Polar Tech or equal
24 ounce	FB24 Polar Tech or equal

III. DELIVERY OF ITEMS

Delivery is required and only accepted at the following address:

Ohio Department of Health
900 Freeway Drive North
Building 8
Columbus, OH 43229

PRICE SCHEDULE:

CATEGORY 1

OAKS No.	Description	MFG/Part Number	Unit of Measure	Price
26844	Temp Probe Data Logger - LCD	Lascar EL-USB-TP LCD	Each	\$129.36
26845	Temp Probe Data Logger	Lascar EL-WIFI-TP	Each	\$245.70
26846	Data Pad	Lascar DATA PAD	Each	\$159.00
26847	Lithium Battery – 3.6 volt 1/2AA Lithium battery with custom collar seal on positive end.	Lascar Lithium 3.6V 1/2AA	Each	\$3.28

CATEGORY 2

OAKS No.	Description	MFG/Part Number	Unit of Measure	Price
26848	Data Logger Thermometer Calibration	Supply Link SLI Calib	Each	\$27.50
20158	Laser Reconfigure	Supply Link SLI reconfig	Each	\$243.60
20159	NIST Calibration	Supply Link SLI Calib/NIST	Each	\$164.00

CATEGORY 3

OAKS No.	Description	MFG/Part Number	Unit of Measure	Price
20160	Chameleon Software	Chameleon One year upgrade	YR	\$1,500.00

CATEGORY 4

OAKS No.	Description	MFG/Part Number	Unit of Measure	Price
Styrene Shipping Containers with Lids for Vaccines – 1 ½" Wall Thickness				
20164	Styrene Shipping Containers with Lids for Vaccines 8" LG x 6" W x 4" D	Polar Tech 204F	Each	\$4.56
20165	Styrene Shipping Containers with Lids for Vaccines 13" L x 13" W x 12" D	Polar Tech 240F	Each	\$9.87
20166	Styrene Shipping Containers with Lids for Vaccines 19" L x 12" W x 16" D	Polar Tech 266F	Each	\$16.86
20167	Styrene Shipping Containers with Lids for Vaccines 8" L x 6" W x 9" D	Polar Tech 207F	Each	\$2.66
20168	Styrene Shipping Containers with Lids for Vaccines 17" L x 10" W x 12" D	Polar Tech 247F	Each	\$8.16
20169	Styrene Shipping Containers with Lids for Vaccines 22" L x 16" W x 16" D	Polar Tech ON69F	Each	\$9.17
20170	Styrene Shipping Containers with Lids for Vaccines 12" L x 10" W x 7" D	Polar Tech 227F	Each	\$8.59
20171	Styrene Shipping Containers with Lids for Vaccines 19" L x 12" W x 12" D	Polar Tech 261F	Each	\$8.77
20172	Styrene Shipping Containers with Lids for Vaccines 25" L x 16" W x 12" D	Polar Tech 295F	Each	\$22.76
Mylar Gel Refrigerants – 5 Mil Package Thickness.				
20173	6 Ounce - 96 per box	Polar Tech FB6	Box	\$29.87
20174	12 Ounce – 48 per box	Polar Tech FB12	Box	\$27.58
20175	24 Ounce – 24 per box	Polar Tech FB24	Box	\$14.84

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT901715 (12/31/17)



ORDERS TO:

0000059239
Supply Link, Inc.
40 North Sandusky Street
Suite 302
Delaware, OH 43015

TERMS:

Net 30 Days

DELIVERY:

As Specified

REMIT TO:

0000059239
Supply Link, Inc.
2721 Shady Pine Circle
Southport, NC 28461

CONTRACTOR'S CONTACT: Mr. Scott Downing

Telephone: (614) 565-2084
FAX: None
E-mail address: Supply-Link@hotmail.com

PURCHASE ORDERS's to CONTRACTOR:

Purchase Orders are to be sent by email attachment (Electronic).