



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: Environmental Lab Testing - Drinking Water Assessment (Schools K-12)

CONTRACT No.: OT903117

EFFECTIVE DATES: 09/26/2016 to 08/31/2018

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903117 that opened on 08/24/16. 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](#) (Revised 10/2013), 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 Eligible Ohio Schools - Traditional Public Schools, Community Schools or Chartered Non-Public Schools that are housed in a building constructed before 1990, 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.

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

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

Signed: _____
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DUPLICATE COPIES: In addition to the original bid response, each bidder shall submit one (1) duplicate copy(ies) of their bid. The duplicate copy(ies) must be sealed, properly identified with the appropriate bid number and submitted as part of the original bid response. Copies submitted by electronic media (e.g. disk, CD's) are acceptable; however, a separate disk or CD must be submitted for each duplicate copy and must be contained in a sealed envelope with the proper bid number listed on the exterior. Failure to furnish the additional copies shall deem the bidder not responsive.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

CONTRACT AWARD: A Contract will be awarded to all responsive and responsible bidders.

FIRM FIXED-PRICE CONTRACT: The contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

CONTRACTOR QUARTERLY SALES REPORT. The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

CONTRACTOR QUARTERLY SALES REPORT. (contd.)

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

Bid Automobile Liability Checklist:

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

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

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

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

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

On file.

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

The State of Ohio Lead Plumbing Fixture Replacement Assistance Grant Program establishes funding for eligible school types built before 1990 as listed below to and analyze sample drinking water for lead from certain fixtures, and to replace problem fixtures. The Ohio Department of Administrative Services, Office of Procurement Services in conjunction with the Ohio Environmental Protection Agency and Ohio Facilities Construction Commission will contract with Environmental Water Laboratories certified for lead (water) analyses to facilitate the sampling and analyses for the Lead Plumbing Fixture Replacement Assistance Grant Program in Ohio schools (K-12).

School Eligibility. An eligible school is a traditional public school, community school or charter non-public school that is housed in a building constructed before 1990.

1. Eligible school types are:
 - a. City
 - b. Exempted Village
 - c. Local
 - d. Joint Vocational
 - e. Community School
 - f. Non-public schools (private, parochial, chartered)

2. A building constructed before 1990 means a physical structure, owned or leased by the school, in which all original construction was completed before January 1, 1990.

During the term of the Contract, the Contractor(s), in coordination with the schools, will provide supplies, analytical services, reports, and technical assistance to the school personnel or its contractors for the chemical characterization of water. The Contractor(s) or its subcontractors must provide the services listed in the Price Schedule.

A. General Services

1. The Contractor(s) and its subcontractors agree to the following:
 - a. Provide sampling and shipping supplies as follows:
 - i. 250 ml sample containers and labels;
 - ii. Preservatives;
 - iii. Coolers and custody seals;
 - iv. Chain-of-Custody (COC) forms;
 - v. Account numbers and forms for commercial carriers.
 - b. Provide for sample receipt Monday through Friday from 9:00 am to 6:00 pm Eastern Standard Time (EST).
 - c. Maintain chain-of-custody procedures and documentation to ensure traceability of all personnel handling or transferring samples to the Contractor or its subcontractor(s) including monitoring of sample custody within the Contractor's and subcontractor(s) facilities; (i.e. internal chain-of-custody procedures).
 - d. Provide for analysis of samples using the tests listed in the Price Schedule.
 - e. Provide analytical reports within requested turn-around-time (TAT).

The standard TAT requested by the State is thirty (30) calendar days. All TATs begin the day samples are received at the Contractor or subcontractor's laboratory

- f. Provide an analytical report for all routine analyses directly to the school. The costs associated with providing a report are to be included in the unit price per analysis listed in the Price Schedule.

Analytical reports will include the following:

- School name, description of fixture/tap sampled, name of sample collector, field sample numbers cross-referenced to associated laboratory sample numbers;
- Project narrative (a.k.a. case narrative) describing tests used by the Contractor or subcontractor(s);
- Sample results with units, method detection limits (MDL), reporting limits (RL), dates (i.e. receipt, preparation, and analysis), surrogates, and quality control (QC) limits;
- QC narrative discussing QC outliers and corrective actions taken by the Contractor or subcontractor(s);
- Copy of the completed chain-of-custody form;
- Copy of cooler receipt form;
- Signed statement by either the Laboratory Manager, Quality Assurance Manager, or Project Manager attesting to the validity of the analytical results

B. Special Services

1. The Contractor and its subcontractors agree to the following special services upon request by the Agency.
 - a. Provide access to their laboratories for the purpose of conducting system audits to determine compliance with the contract.
 - b. Sample pick-up by commercial carrier with shipping FOB Destination

C. Invoices

1. The Contractor will send all invoices to the school. The Contractor is responsible for invoicing for all services provided under the Contract and assumes all responsibility for ensuring payment to its subcontractors.

Each invoice will include, at a minimum, the following:

- a. School name;
- b. Number of samples by method, and unit price;
- c. Unit price or surcharge for any additional supplies or services provided for the project;
- d. Total invoice amount;
- e. Analytical report number and report date;
- f. Invoice number and date;
- g. Contractor's name, address, Vendor Identification Number, and address to which payment should be sent, and;
- h. Purchase Order Number.

D. General Compensation

The State will compensate the schools based on the unit prices or surcharges listed in the Price Schedule. The unit price for each method will include all costs associated with providing the sample analyses, analytical reports, sample containers and supplies. The transportation of test kits to the schools and the return of the samples to the laboratory will be billed to school (FOB Destination, Freight Prepaid & Add). Additionally, site visits fees to the school for any requested sampling will be quoted by the laboratory and must be accepted by the school prior to the visit and noted on the invoice.

E. Certification Requirements:

For the purpose of participating in sampling and analysis for the Lead Plumbing Fixture Replacement Assistance Grant Program, the contractor shall be a laboratory located in the state of Ohio and holding a valid and unexpired laboratory certification under this chapter, and by an individual conducting lead analyses as designated on the laboratory certificate.

F. Procedure Manuals

The Contractor and its subcontractors must maintain during the term of the Contract standard operating procedures and a quality assurance plan that provide detailed information regarding procedures to perform the testing and services provided in this Contract, as well as, quality assurance and quality control practices that ensure that only scientifically and legally defensible analytical results are provided to the schools.

G. Approved Methods

Analyses for lead shall be performed using analytical methods as specified in rule 3745-81-27 of the Administrative Code and shall only be conducted by laboratories and analysts certified by the director and that meet all requirements specified in rule 3745-89-03 of the Administrative Code. Approved methods for lead are "Standard Methods" section 3113 B (eighteenth, nineteenth, twenty-first, twenty-second) or "Standard Methods Online" section 3113 B-10 or EMSL94 method 200.8 Rev. 5.4 (1994) or 200.9 Rev. 2.2 (1994) or EPA method 200.5 Rev. 4.2 (2003).

1. Laboratories performing these analyses shall:
 - a. Provide and ship the sample analysis test kits (FOB Destination Freight Prepaid & Add)
 - b. Achieve the method detection limit (MDL) for lead of 0.001 milligrams per liter according to the procedures in rule 3745-89- 03 of the Administrative Code.
 - c. Use the reporting limit for lead of 5.0 micrograms per liter.
 - d. Report all lead levels measured between the reporting limit and MDL as the measured value.
 - e. Report any samples below the MDL for lead as non-detect.

H. Subcontracting:

A laboratory or a facility that subcontracts, as defined in rule 3745-89-01 of the Administrative Code, is responsible for meeting the requirements in this contract. A laboratory or facility may arrange with a subcontracted laboratory to perform this reporting; however, the laboratory or facility retains the ultimate responsibility for these reporting requirements.

J. Additional Information

1. Lead Plumbing Fixture Replacement Assistance Grant Program Guidelines
 2. Ohio EPA Lead Plumbing Fixture Replacement Assistance Grant Program Sampling and Testing Protocol
- Both can be viewed at <http://ofcc.ohio.gov/ServicesPrograms/LeadFixtureReplacementGrants.aspx>

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PRICE SCHEDULE

Analyses for lead shall be performed using analytical methods as specified in rule 3745-81-27 of the Administrative Code and shall only be conducted by laboratories and analysts certified by the director and that meet all requirements specified in rule 3745-89-03 of the Administrative Code. Approved methods for lead are "Standard Methods" section 3113 B (eighteenth, nineteenth, twenty-first, twenty-second) or "Standard Methods Online" section 3113 B-10 or EMSL94 method 200.8 Rev. 5.4 (1994) or 200.9 Rev. 2.2 (1994) or EPA method 200.5 Rev. 4.2 (2003).

<u>Vendor Name</u>	<u>Description</u>	<u>Price</u>
CWM Environmental - Cleveland	Drinking Water Analysis	\$22.00
ALS Environmental	Drinking Water Analysis	\$20.00
Summit Environmental Technologies, Inc.	Drinking Water Analysis	\$20.00
Pace Analytical	Drinking Water Analysis	\$13.00
Mahoning County District Board of Health	Drinking Water Analysis	\$12.00
Hoffman Analytics Services, Inc. (Alloway)	Drinking Water Analysis	\$12.00
Northeast Ohio Regional Sewer District	Drinking Water Analysis	\$10.00

- Shipping cost – The transportation of test kits and supplies to the schools and the return of the water samples to the laboratory will be invoiced to the school (FOB Destination, Freight Prepaid & Add).
- Site visits fees for school requested sampling service shall be quoted by the laboratory and must be accepted by the school prior to the visit.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT903117-1



235007
CWM Environmental - Cleveland
4450 Johnston Parkway
Suite B
Cleveland, OH 44128

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Ron Gribik

Telephone: (216) 663 - 0808
FAX: (216) 663-0656
E-Mail: rgribik@cwmenvironmental.com

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT903117-2



189659
ALS Environmental
4388 Glendale-Milford Road
Cincinnati, OH 45242

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Josh McKinney

Telephone: (513) 733-5336
FAX: (513)733-5347
E-Mail: josh.mckinney@alsglobal.com

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT903117-3



184458
Summit Environmental Technologies
3310 Win St.
Cuyahoga Falls, OH 44223

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Jeff Nottingham

Telephone: (330) 253-8211
FAX: 800-278-0140
E-Mail: jnottingham@settek.com

CONTRACTOR INDEX, CONT'D.

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT903117-4



181894
Pace Analytical
25 Holiday Drive
Englewood, OH 45322

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Laura Blake

Telephone: (937)832-8242
FAX: (937) 832-2868
E-Mail: laura.blake@pacelabs.com

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT903117-5



102381
Mahoning County District Board of Health
50 Westchester Drive
Youngstown, OH 44515

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Scott Bolam

Toll free: 800-873-6243
Telephone: (330) 270 - 2855 ext. 181
FAX: (330)270- 5418
E-Mail: sbolam@mahoninghealth.org

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT903117-6



133533
Hoffman Analytic Services Inc. Dba: Alloway
1101 N. Cole St
Lima, OH 45085

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Kim Riddell

Toll free: 800- 436-1243
Telephone: (419) 223-1362
FAX: (419) 227-3792
E-Mail: support@alloway.com/
Jessica.begonia@alloway.com

CONTRACTOR'S MIS CONTACT: Jessica Begonia

Telephone: (419) 223-1362

CONTRACTOR INDEX, CONT'D.

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT903117-7



074947
Northeast Ohio Regional Sewer District
4747 East 49th Street
Cuyahoga Heights, OH 44125

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mark Citriglia

Telephone: (216) 641 – 6000 ext. 2514
FAX: (216) 641- 8118
E-Mail: citrigliam@neorsd.org
