

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: DRUG TESTING CUPS AND ORAL FLUID TESTERS FOR THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

CONTRACT No.: OT904316

EFFECTIVE DATES: 03/28/16 to 02/28/18

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904316 that opened on 02/22/16. 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 Ohio Department of Rehabilitation and Correction, 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.

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 low lot total. Low lot total will be determined by multiplying the unit cost 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.

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 Rehabilitation and Correction (DRC) and a division of the DRC, the Ohio Adult Parole (APA), is soliciting bids for a Contractor to provide drug testing cups and oral fluid testers for delivery to DRC and APA facilities throughout Ohio. There are more than twenty (20) State facilities throughout Ohio that will order and receive these items.

The Contract period is for March 25, 2016 through February 28, 2018, unless renewed or terminated.

II. SPECIFICATIONS.

A. ITEM 1 – 8-PANEL DRUG TESTING CUP

1. The drug testing cups will meet the following specifications:
 - a. The test strips must be single drug per test.
 - b. The drug testing cup must be an all-inclusive cup and only require the amount of urine needed for the collection and accurate results. No other process or device can be required to perform the test.
 - c. The drug testing cup will have easy readable window of test strips and results.
 - d. The drug testing cup will have a temperature strip to ensure the sample is within normal temperature ranges.
 - e. The drug testing cup results will be available to read within four (4) minutes of collection.
 - f. The drug test containers should not have a max fill-line on the containers.
 - g. All products shipped must have a minimum twelve (12) month shelf-life after receipt by the State and each individual package must be dated.
 - h. Drug test cups shall seal in such a way as to prevent any leakage during shipment to the testing facility.
 - i. The following items are the drugs to be tested and each of their screening levels:
 - AMP (Amphetamines)– 500ng/ml
 - BUP (Buprenorphine) – 5ng/ml
 - BZO (Benzodiazepines) – 300ng/ml
 - COC (Cocaine) – 150ng/ml
 - mAMP (Methamphetamine)– 1000ng/ml
 - OXY (Oxycodone) – 100ng/ml
 - OPI (Opiates) – 300ng/ml
 - THC (Cannabis) – 15ng/ml

B ITEM 2 – 8-PANEL ORAL FLUID TESTERS

1. The oral fluid testers will meet the following specifications:
 - a. The test strips must be single drug per test.
 - b. The oral fluid tester must be an all-inclusive tester and only require the amount of oral fluid needed for the collection and accurate results. No other process or device can be required to perform the test.
 - c. Oral Fluid Test containers must have a saturation indicator strip in the swab of each testing container.
 - d. The oral fluid tester will have easy readable window of test strips and results.

SPECIFICATIONS – CONT'D

- e. Oral Fluid Tester results will be available to read within four (4) minutes of collection.
- f. All products shipped must have a minimum twelve (12) month shelf-life after receipt by the State and each individual package must be dated.
- g. Oral Fluid Testers shall seal in such a way as to prevent any leakage during shipment to the testing facility
- h. The following items are the drugs to be tested and each of their screening levels:

- AMP (Amphetamines) – 50ng/mL
- BUP (Buprenorphine) – 10ng/mL
- BZO (Benzodiazepines) – 50ng/mL
- COC (Cocaine) – 20ng/mL
- mAMP (Methamphetamine) – 50ng/mL
- OXY (Oxycodone) – 50ng/mL
- OPI (Opiates) – 40ng/mL
- THC (Cannabis) – 12ng/ml

III. ORDERING REQUIREMENTS.

Purchase Orders from each facility will detail the quantities of each product ordered, when and where to ship. Minimum order is one (1) box.

IV. PACKAGING REQUIREMENTS.

- 1. The cups and testers will be individually packaged and sealed.
- 2. Both the drug testing cups and the oral fluid testers will be ordered in case lots of twenty-five (25).

V. SHIPMENT REQUIREMENTS.

Shipments will be made to the ordering facility. Shipping mode is at the discretion of the Contractor. However, deliveries are required to be received within thirty (30) days after receipt of order (ARO) and all shipments are FOB Destination. There are more than twenty (20) State facilities throughout Ohio that will order and receive these items.

VI. DELIVERY OF ITEMS.

Delivery is required and accepted at the addresses shown on the ordering Individual Purchase Orders.

VII. TRAINING.

The Contractor shall provide training in the proper use of each product as needed via any media mutually agreed upon.

PRICE SCHEDULE:

DRUG TESTING CUPS AND ORAL FLUID TESTERS

OAKS ID Number	Description	Manufacturer/Part Number	Unit of Measure	Price Per Case
29490	8-Panel Drug Testing Cup (25 per case)	Healgen PSM684	CS	\$ 54.75
29491	8-Panel Oral Fluid Tester (25 per case)	Healgen ISO684	CS	\$ 84.75

All costs are in U.S. Dollars.
All items are priced and to be shipped FOB Destination.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT904316

ORDERS TO:

0000236623
Mergers Marketing, Inc.
18344 Oxnard Street
Suite 101
Tarzana, CA 91356

TERMS:

Net 30 Days

DELIVERY:

As Specified

REMIT TO:

0000236623
Mergers Marketing, Inc.
18344 Oxnard Street
Suite 101
Tarzana, CA 91356

CONTRACTOR'S CONTACT: Ms. Kelly Johnson

Telephone: (866) 465-2855
FAX: (866) 400-7979
E-mail address: Kelly@drugtestsinbulk.com

PURCHASE ORDERS's to CONTRACTOR:

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