

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <u>OT904316</u>	OPENING DATE (1:00 p.m.) <u>February 3, 2016</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY	STATE ZIP
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO.	BID NOTICE DATE <u>1/13/16</u>	CONTRACTOR'S E-MAIL ADDRESS	

SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)

E-Mail Fax

In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days

PARTICIPATING AGENCY(IES): OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, 770 WEST BROAD STREET, COLUMBUS, OH 43222

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:

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

TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning 03/01/16 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 02/28/2018 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.

INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: [Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#). All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.

By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.

Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.procure.ohio.gov/. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.

PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE
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The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

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 a total cost. There will only be one (1) award made, but the successful bidder must be the lowest responsive and responsible bidder meeting all bid specifications and requirements listed. Failure to bid both 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. 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".

SPECIAL CONTRACT TERMS AND CONDITIONS – CONT'D

USAGE REPORTS: Every six (6) 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: R.A. Leider.

AUTOMOBILE LIABILITY: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased, or rented by the Contractor. Any Bidder, Broker, or Subcontractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

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 SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

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 or locations where work 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

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 1, 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 (Oxycontin)– 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)– 500ng/ml
BUP (Buprenorphine) – 5ng/ml
BZO (Benzodiazepines) – 300ng/ml
COC (Cocaine) – 150ng/ml
mAMP (Methamphetamine)– 1000ng/ml
OXY (Oxycontin)– 100ng/ml
OPI (Opiates)– 300ng/ml
THC (Cannabis) – 15ng/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:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation and any subsequent award.

DRUG TESTING CUPS AND ORAL FLUID TESTERS

Description	Manufacturer/Part Number Offered	Unit of Measure	Estimated Annual Usage	Price Per Case
8-Panel Drug Testing Cup		25/CS	300,000	
8-Panel Oral Fluid Tester		25/CS	100,000	

Estimated annual usage is for evaluation purposes only. There is no guarantee to purchase any amount.

Cost 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 a total cost. There will only be one (1) award made, but the successful bidder must be the lowest responsive and responsible bidder meeting all bid specifications and requirements listed. Failure to bid both items may result in the bidder being deemed as not-responsive.

All costs must be in U.S. Dollars.

All items are to priced and shipped FOB Destination.