

# 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>OT903514</u>	OPENING DATE (1:00 p.m.) <u>April 14, 2014</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 - ( )
REQ./INDEX NO. DMH020		BID NOTICE DATE 3/25/2014	CONTACT PERSON
			FAX NO. ( )
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 Mental Health and Addiction Services, Office of Support Services, 2150 West Broad Street, Columbus, OH 43223

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

## TOTAL PARENTERAL NUTRITION (TPN) INTRAVENEOUS PRODUCTS AND ANCILLARY SUPPLIES

**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 5/1/2014 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 10/31/2017 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/](http://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 twelve (12) hours 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.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". The State will multiply the Basic TPN Solution pricing line items (Category A) and the compounding fee per bag line item (Category B) times the 60 estimated bags. These totals will be added together to arrive at a low-lot total. The award will be made to the low-lot total price for Categories A and B. Category C and D will not be used in the evaluation.

**CONTRACT AWARD:** The Contract will be awarded to the lowest responsive and responsible Bidder by low-lot total of Categories A and B. 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 price(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".

**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.

SPECIAL CONTRACT TERMS AND CONDITIONS - continued

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.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.
- 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 AND REQUIREMENTS

I. SCOPE

The purpose for these specifications is to secure the services of qualified contractors to provide total parenteral nutrition (TPN) products to the Ohio Department of Mental Health and Addition Services (DMH). The term of any ensuing contract will be April 21, 2014 through October 31, 2017. TPN products will include basic formula and supplemental additives and medications as required by a doctor's prescription.

Estimated annual usage is 60 bags of product. Usage is restricted to DMH and delivery is to be made to the Ohio Department of Rehabilitation and Correction, Corrections Medical Center, 1990 Harmon Avenue, Columbus, OH 43223.

II. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

## A. Contractor's Qualifications

The Contractor shall meet the following requirements:

1. The Contractor shall be in compliance with USP 797 Standard 2008: Pharmaceutical Compounding – Sterile Preparations, or its latest revision. Reference [www.usp.org/pdf/en/uspnf/generalchapter797.pdf](http://www.usp.org/pdf/en/uspnf/generalchapter797.pdf). Delivered TPN will comply with currently accepted compatibility and stability guidelines such as A.S.P.E.N., American Society For Parenteral and Enteral Nutrition.
2. The Contractor shall maintain all applicable Federal, State and local licenses, permits, and certifications to prepare and distribute TPN products, prescription medications, and supplemental additives.
3. The Contractor shall employ only properly credentialed individuals to prepare TPN fluid bags according to the physician prescription orders that accompany the agency purchase order.
4. The State shall accept the Contractor's signature on the Bid cover page of the Bid response that the Contractor is in full compliance with Section II, Items A1 thru A3 as listed above.

III. PRODUCT REQUIREMENTS

- A. The base TPN formula shall include Sterile Water plus Dextrose, Amino Acids, and Fat Emulsions in a standard 65/20/15 GM/L ratio, or as prescribed by the attending physician.
- B. Supplements shall be added to the base TPN formula by the Contractor's pharmacist in the dose prescribed by the attending physician. Such supplements may include, but are not limited to:
  1. Sodium Chloride
  2. Sodium Acetate
  3. Sodium Phosphate
  4. Potassium Chloride
  5. Potassium Acetate
  6. Potassium Phosphate
  7. Trace Elements
  8. Magnesium Sulfate
  9. Calcium Gluconate
- C. As applicable, medications shall be added by the Contractor's pharmacist in the dose prescribed by the attending physician. Such medications may include, but are not limited to:
  1. Regular insulin
  2. H2 Blocker (Famotidine)
  3. Zinc Sulfate

## SPECIFICATIONS AND REQUIREMENTS - continued

4. Selenium
5. Folic Acid
6. Thiamine
7. Octreotide
8. Multivitamin

- D. Unless otherwise directed by the prescription order, the Contractor shall utilize generic drug products whenever available.
- E. The Contractor is required to verify the prescription and notify FMC-Zone A Pharmacist with any critical dosage warnings.
- F. National drug shortages must be reported to the prescribers and pharmacy at the FMC-Zone A facility.

IV. PRODUCT PACKAGING

- A. Products will be available in appropriate sized bags.
- B. Products will be delivered in bag type compatible with the tubing and infusion pump system in use at the ordering facility as prescribed

V. PRODUCT DELIVERY

- A. The physician's prescription will be fax or other electronic method (computer).
- B. Orders will be delivered within twelve (12) hours of order placement and/or not to exceed by 10:00 AM of the next business day.
- C. Delivery to Franklin Medical Center Zone A:

Delivery is required and only accepted at the following address:

Ohio Department of Rehabilitation and Correction  
Franklin Medical Center - Zone A  
Pharmacy Department  
1990 Harmon Avenue  
Columbus, OH 43223

1. Pharmacy will accept delivery between the hours of 8:00 am to 3:00 pm. Monday – Friday, except state holidays.
  2. Deliveries outside 8:00 am to 3:00 pm Monday through Sunday and state holidays will be accepted by Nursing Services.
- D. For patients being released from private hospital confinement, verification of product availability and pending delivery will be made prior to the patient's release to Franklin Medical Center.
  - E. The number of units ordered is for a 24-hour supply plus overfill, as determined by the patient's frequency of laboratory work and the frequency of changes to the patient TPN prescription orders. Historically, most patients will have laboratory work performed at least twice weekly.
  - F. Product will be maintained in a refrigerated/cold state from the time of compounding until delivered to the ordering facility.
  - G. Additional prescription label for each TPN will be sent with the TPN to be used on the Medication Administration Record by nursing.
  - H. Product shall be shipped FOB destination. The Contractor shall only charge one transportation charge per delivery regardless of the number of products being delivered.

## SPECIFICATIONS AND REQUIREMENTS - continued

VI. INVOICING PROCEDURES AND PRICING

- A. The Contractor's invoice must include at a minimum:
1. Inmate/patient name for whom the product was prepared.
  2. Delivery date.
  3. Number of units delivered.
  4. Breakdown of the delivered product:
    - a. TPN base solution compound: ratio of Dextrose/Amino Acid/Fat Emulsions in GM/L.
    - b. Supplements: in MEQ/L or appropriate dosage annotation.
    - c. Medications: in mg/d or appropriate dosage annotation.
- B. Charges for supplements and medications shall be calculated according to the specified percentage markup/markdown of the Average Wholesale Price (AWP). AWP shall be derived from the Medispan Index as listed in the most recently published and available edition.
- C. The Cost amount will be based on the date the order is placed. All deliveries are required within twelve (12) hours of order placement.

VII. TRAINING/IN-SERVICE

Training/in-service will be provided by the successful company as to the companies policies, procedures and other applicable processes.

VIII. BID RESPONSE SUBMITTAL

- A. The bidder shall establish the AWP cost plus/minus percentage for all components of the TPN solution. This will be done as a single AWP markup percentage for supplements and medications as detailed on page 8, Bid Price Schedule.
- B. The bidder will provide flat rate pricing for the basic compounded TPN solution bag.

BID PRICE SCHEDULE

Category A – Basic Solution

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL USAGE (SEE NOTE)	PRICE
	BASIC TPN SOLUTION (1 Liter)	60	\$ PER BAG
	BASIC TPN SOLUTION (2 Liter)	60	\$ PER BAG
	BASIC TPN SOLUTION (3 Liter)	60	\$ PER BAG

Category B – Compounding Fee

	COMPOUNDING FEE (All three Sizes)	60	\$ PER BAG
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Category C – Supplements and Medications

	SUPPLEMENTS and/or MEDICATIONS (PERCENT OF MEDISPAN INDEX PRICE) (PLEASE INDICATE PLUS OR MINUS PERCENTAGE)		% AWP PRICE
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Category D – Transportation

	TRANSPORTATION CHARGE		\$ PER DELIVERY
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