

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>OT900815</u>	OPENING DATE (1:00 p.m.) <u>September 29, 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 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. DOH041	BID NOTICE DATE 9/5/14	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 HEALTH, 900 FREEWAY DRIVE NORTH, BUILDING 8, COLUMBUS, OH 43229

MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081

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

IMMUNIZATION PROGRAM EQUIPMENT, SERVICES AND 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 11/1/14 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/ 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.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICAN): [Not applicable to "Excepted Products"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country)_____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

_____ (Item) _____ (Country of Origin)
_____ (Item) _____ (Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):



- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio.
 Yes (Answer a, b, c, d below) No (Go to B-3)
a) Bidder has paid the required taxes due the state of Ohio Yes No
b) Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
c) Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
d) Bidder has seventy-five percent or more employees based in Ohio or border state.
 Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

D. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT: Contractor certifies that Contractor is a "business entity" as that term is defined in O.R.C. Section 145.037. See SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS Independent Contractor Acknowledgement.

Bidder is defined as a business entity Yes No

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 ten (10) 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".

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.

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

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

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

- b) Principal location of all subcontractors (Name/City/State/Country)

SPECIAL CONTRACT TERMS AND CONDITIONS – CONT'D

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

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 November 1, 2014 through October 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

1. 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

- A. 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:

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.

IMMUNIZATION PROGRAM EQUIPMENT, SERVICES AND SUPPLIES

CATEGORY 1

Item No.	Description	Manufacture/Part Number Offered	Unit of Measure	Estimated Qty	Price Each
	Temp Probe Data Logger - LCD		EA	1000	
	Temp Probe Data Logger		EA	1000	
	Data Pad		EA	10	
	Lithium Battery – 3.6 volt 1/2AA Lithium battery with custom collar seal on positive end.		EA	2000	

CATEGORY 2

Item No.	Description	Manufacture/Part Number Offered	Unit of Measure	Estimated Qty	Price Each
	Data Logger Thermometer Calibration		EA	2000	
	Laser Reconfigure		EA	5	
	NIST Calibration		EA	20	

CATEGORY 3

Item No.	Description	Manufacture/Part Number Offered	Unit of Measure	Estimated Qty	Price Each
	Chameleon Software		YR	1	

CATEGORY 4

Item No.	Description	Manufacture/Part Number Offered	Unit of Measure	Estimated Qty	Price Each
Styrene Shipping Containers with Lids for Vaccines – 1 ½" Wall Thickness - Polar Tech or equal. 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. Sizes Required:					
	8" LG x 6" W x 4" D		EA	500	
	13" L x 13" W x 12" D		EA	100	
	19" L x 12" W x 16" D		EA	100	
	8" L x 6" W x 9" D		EA	500	
	17" L x 10" W x 12" D		EA	100	
	22" L x 16" W x 16" D		EA	50	
	12" L x 10" W x 7" D		EA	500	
	19" L x 12" W x 12" D		EA	50	
	25" L x 16" W x 12" D		EA	50	

PRICE SCHEDULE, CONT'D.

CATEGORY 4 – CONT'D.

Item No.	Description	Manufacture/Part Number Offered	Unit of Measure	Estimated Qty	Price Each
Mylar Gel Refrigerants – 5 Mil Package Thickness. Polar Tech or equal.					
	6 ounce		EA	1000	
	12 ounce		EA	1000	
	24 ounce		EA	1000	