

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>OT901221</u> | OPENING DATE (1:00 p.m.) <u>September 14, 2020</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. DMH019 | BID NOTICE DATE August 21, 2020 | 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) | | | |
| <input type="checkbox"/> E-Mail <input type="checkbox"/> 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, OHIO 43223 | | | |
| <h2>MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081</h2> | | | |
| THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: | | | |
| MEDICATION CUP SUPPLIES | | | |
| <p>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 <u>01/01/21</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>12/31/22</u> unless DAS terminates the Contract based upon reasons set forth in 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 agency.</p> <p>CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed <u>24</u> months unless the Contracting Agency determines that additional renewal is necessary.</p> <p>INSTRUCTIONS TO BIDDERS and STANDARD TERMS AND CONDITIONS, Revised 05/15/20, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>Contract Components. Once awarded, the Contract will consist of: the complete Invitation to Bid, including the Instructions to Bidders, the Standard Contract Terms and Conditions, any Special Contract Terms and Conditions, the bid specifications and any written addenda or amendments to the Invitation to Bid or Contract; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").</p> <p>INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, http://procure.ohio.gov/. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number"; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.</p> | | | |
| | | AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink) | DATE |

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.

CERTIFICATION STATEMENTS

Bidders claiming preference for Domestic Source End Products, the Ohio preference, and/or the Veteran Friendly Business Enterprise (VBE) must complete the following information. **Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment.** The state reserves the right to clarify any information during the evaluation process.

*****BIDDERS MUST COMPLETE THE APPROPRIATE CERTIFICATION BELOW TO RECEIVE THE PREFERENCE.*****

A. DOMESTIC PREFERENCE (BUY AMERICAN): Revised Code 125:11 and Administrative Code 123:5-1(K)
[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)

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B. OHIO PREFERENCE (BUY OHIO): Revised Code 125:09 and Administrative Code 123:5-1-06

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes 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)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - 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://sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder: (Except products mined in Michigan)
 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 (Except for products mined in Michigan) Yes
 No Not Applicable

C. VETERANS PREFERENCE (BUY VETERAN): Revised Code 9.318 and Administrative Code 123:5-1-16

Is the bidder a certified Veteran Friendly Business Enterprise as defined in Administrative Code 123:5-1-01(KK)
 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.

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This RFP/ITB is being issued as a minority set aside contract in accordance with Section 125.081 of the Ohio Revised Code. All bidders must be an Ohio certified MBE as of the Bid due/opening date. If a certification application has been submitted that needs to be expedited to meet the solicitation due/opening date, contact the DAS Equal Opportunity Division at 614-466-8380. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: <http://das.ohio.gov/Divisions/EqualOpportunity.aspx>

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 five (5) 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 five (5) 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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within five (5) days after receipt of order. 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.

MINIMUM ORDER: The minimum dollar value of any order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than fifty (\$50.00) dollars.

SPECIAL CHARGES: There shall be no additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid.

SPECIAL CONTRACT TERMS AND CONDITIONS

BRAND NAMES: The items listed are being bid as Brand Name or Approved Equal in accordance with Ohio Administrative Code 123:5-1-10(I). Bidders who offer alternate items to the Brand Names listed must provide detailed written justification with their Bid, describing how the alternate items offered meet or exceed the Brand Name items specified. The specifications for the Brand Names listed are considered necessary only 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 State. 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 provide this information may deem the bid not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, to determine the low lot total, the state will divide the Price per Case by the Offered Case Size to arrive at the unit cost (EA) for the line item. Next, the unit cost will be multiplied by the estimated annual usage listed in the bid for the line item total, and then the line item totals will be added together to arrive at the low lot total of all line items. If the estimated annual usage is unknown (unkn), zero, blank, or otherwise undefined, then the estimated annual quantity of one (1) will be used for calculation purposes. Failure to bid all items may result in the bidder being deemed 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 thirty (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 the "Suspension/Termination" and the "Contract Remedies" sections of the "Standard Contract Terms and Conditions".

SPECIAL CONTRACT TERMS AND CONDITIONS

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:

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 AND CLASSIFICATION

A. Scope:

These specifications shall cover the purchase of medication cup supplies, which include various cups and lids.

B. Classification:

There are six (6) Line Items. Note: Contract will be awarded by Low Lot Total.

1. Cup, Wax Coated Paper Cold Drink, 3 Ounces
2. Cup, Paper Souffle Portion, 1 Ounce
3. Medicine Cup, Graduated, 1 Ounce
4. Medicine Cup, Graduated, 30 Milliliter
5. Lid for 1 Ounce Graduated Medicine Cup
6. Lid for 30 Milliliter Graduated Medicine Cup

II. APPLICABLE DOCUMENTS

The latest revisions of the following documents shall apply.

- A. All applicable section(s) of the Code of Federal Regulations (including, but not limited to Titles 21 and 29);
- B. All applicable section(s) of the Ohio Pure Food, Drug, and Cosmetic Law;
- C. All applicable section(s) of Federal Food, Drug, and Cosmetic Act.
- D. United States Pharmacopoeia (USP), USP38-NF33 or current applicable volume(s).

III. GENERAL REQUIREMENTS

- A. Manufacturer and the Contractor shall conform to the Food and Drug Administration, and OSHA rules and regulations, governing the manufacturing, packaging, and distribution of the cups and lids described herein.
- B. All products, as listed herein, shall be suitable for human medicinal use.
- C. All items shall have an associated catalog number, and lot or batch number which can be traced to identify defective lot, if any, and to reorder respectively.
- D. All items shall be clean, as required, and wrapped and packaged appropriately to insure cleanliness.
- E. All products shall be fit for use for the intended purposes specified herein, and packaging shall be appropriate and not excessively difficult to open and use.
- F. Products shall be of recent manufacture. Upon delivery the product shall have a minimum of 80% of its original shelf life (as manufactured) remaining, as applicable.
- G. All products must meet or exceed the quality level and performance of the items referenced in the Price Pages, under the headings of Description, Manufacturer, and Manufacturer Part Number. Workmanship and quality is to be first class throughout. All products are to be free from manufacturing defects or other imperfections which may detract from their appearance and/or may impair their serviceability.

SPECIFICATIONS (Continued)

- H. The "Medicine Cup, Graduated, 1 Ounce" and "Lid for 1 Ounce Graduated Medicine Cup" must fit securely with each other. The "Medicine Cup, Graduated, 30 Milliliter" and "Lid for 30 Milliliter Graduated Medicine Cup" must fit securely with each other. Lids must remain secure to their corresponding medicine cups until intentionally removed by hand.

IV. REQUIREMENTS FOR CUPS AND LIDSA. Cup, Wax Coated Paper Cold Drink, 3 Ounces:

1. Approximate Dimensions ($\pm 1/16$ "): Base Diameter: 1-1/2", Top Diameter: 2-1/4", Height: 2-5/16".
2. Material: Wax coated paper, white, printed pattern (optional). Thickness and quality shall be appropriate for normal use, per Section III., General Requirements.
3. Capacity, volume: 3 ounces, minimum

B. Cup, Paper Souffle Portion, 1 Ounce:

1. Approximate Dimensions ($\pm 1/16$ "): Base Diameter: 1-1/4", Top Diameter: 1-11/16", Height: 1-5/32".
2. Material: Paper, white, resistant to penetration of liquid medicine, for hot and cold applications. Thickness and quality shall be appropriate for normal use, per Section III., General Requirements.
3. Capacity, volume: 1 ounce, minimum

C. Medicine Cup, Graduated, 1 Ounce (OZ):

1. Approximate Dimensions ($\pm 1/16$ "): Base Diameter: 1-1/8", Top Diameter: 1-13/16", Height: 1-5/16".
2. Material: Material: Colorless, translucent plastic (polypropylene). Thickness and quality shall be appropriate for normal use, per Section III., General Requirements.
3. Capacity, volume: 1 ounce, minimum
4. Calibrations: 1/8 to 1 fluid ounces, 1 to 2 tablespoons, 2.5 to 30 milliliters/CC, 1/2 to 1 teaspoon.

D. Medicine Cup, Graduated, 30 Milliliter (ML):

1. Approximate Dimensions ($\pm 1/16$ "): Base Diameter: 1-1/8", Top Diameter: 1-13/16", Height: 1-5/16".
2. Material: Material: Colorless, translucent plastic (polypropylene). Thickness and quality shall be appropriate for normal use, per Section III., General Requirements.
3. Capacity, volume: 30 milliliters, minimum
4. Calibrations: 2.5 to 30 milliliters (ML).
5. Units: ML is mandatory. CC is an acceptable addition, if equal to ML. No other units are acceptable.

SPECIFICATIONS (Continued)E. Lid for 1 Ounce Graduated Medicine Cup:

1. Approximate Dimensions ($\pm 3/16$ "): Diameter: 1-15/16", Height: 1/4".
2. Material: Material: clear plastic (polypropylene). Thickness and quality shall be appropriate for normal use, per Section III., General Requirements.
3. Compatibility: Must securely fit and cover the opening of the 1 Ounce Graduated Medicine Cup, above, until removed by hand. Upon assembly with the 1 Ounce Graduated Medicine Cup, above, and being filled with 1 fluid ounce of water, this assembly must be able to withstand being stacked three (3) high without failure or tipping over on a stable, level surface.

F. Lid for 30 Milliliter Graduated Medicine Cup:

1. Approximate Dimensions ($\pm 3/16$ "): Diameter: 1-15/16", Height: 1/4".
2. Material: Material: clear plastic (polypropylene). Thickness and quality shall be appropriate for normal use, per Section III., General Requirements.
3. Compatibility: Must securely fit and cover the opening of the 30 Milliliter Graduated Medicine Cup, above, until removed by hand. Upon assembly with the 30 Milliliter Graduated Medicine Cup, above, and being filled with 30 ML of water, this assembly must be able to withstand being stacked three (3) high without failure or tipping over on a stable, level surface.

PRICE PAGES

YOUR BID:

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 Office of Procurement Services and not used in the evaluation and any subsequent award. If the State's desired case size is not available, Bidder shall indicate the offered case size.

MEDICATION CUP SUPPLIES:

| OSS STOCK NO. BID ITEM NO. | DESCRIPTION | MANUFACTURER AND PART NUMBER | DESIRED CASE SIZE (EA) | ESTIMATED ANNUAL USAGE (EA) | OFFERED CASE SIZE (EA/CS) | PRICE PER CASE (CS) |
|-------------------------------|--|---|------------------------------|---|---------------------------------|---------------------|
| 525-50-5001 1 | CUP, WAX COATED PAPER COLD DRINK, 3 OUNCES | SOLO, R3-00055; (OR EQUIVALENT) | 5,000 | 4,560,000 | | \$ |
| 525-62-5002 2 | CUP, PAPER SOUFFLE PORTION, 1 OUNCE | SOLO SO-100, 100- 2050; DART 100PC; (OR EQUIVALENT) | 5,000 | 1,200,000 | | \$ |
| 305-34-5029 3 | MEDICINE CUP, GRADUATED, 1 OUNCE | MEDLINE DYND80000 (OR EQUIVALENT) | 5,000 | 7,500,000 both medicine cups combined | | \$ |
| 525-62-5006 4 | MEDICINE CUP, GRADUATED, 30 MILLILITER | MEDLINE DYND90000 | 5,000 | | | \$ |
| TBD 5 | LID FOR 1 OUNCE GRADUATED MEDICINE CUP | DART DAR-100PCL25 (OR EQUIVALENT) | 2,500 | 7,500,000 both lids combined | | \$ |
| TBD 6 | LID FOR 30 MILLILITER GRADUATED MEDICINE CUP | | | | | \$ |