

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 RS904615	OPENING DATE (1:00 p.m.) May 27, 2015	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. GDC102	BID NOTICE DATE 5/5/2015	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): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: MEDICAL SUPPLIES AND PERSONAL CARE SUPPLY ITEMS			
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>07/01/15</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>12/31/16</u> 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 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 the link above. 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.			
INQUIRIES: All inquiries should be submitted a minimum of four (4) working days prior to the bid opening date through the Procurement website, www.procure.ohio.gov . Click "Find it Fast," select "Doc/Bid/Schedule#" in Step 1, enter the Bid Number in Step 2, click "Find it Fast." The "Submit Inquiry" button is at the bottom 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.			
		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

I. **DOMESTIC AND/OR OHIO PREFERENCE:** 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. **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.** 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"]

1. 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)
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)
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):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2)
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)
3. Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
4. Border state bidder: mined products mined in respective border state Yes No Not Applicable

II. **E.D.G.E. DESIGNATION:** Is the bidder a 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>

III. **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, S-21. 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.

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 ITB is being issued as a minority set aside contract in accordance Section 125.081 of the Ohio Revised Code. All bidders must be an Ohio certified MBE as of the Bid opening date. 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/MBEEDGECertification/tabid/134/default.aspx>

BUY AMERICA: As stated in Section I on page 2, Certification Statements, 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 provide information regarding the origin of the product. Because of the vast number of line items a column has been provided for "Country of Origin" in the Price Schedule. In order to receive Buy America preference, Bidders must complete the column labeled "Country of Origin" on the Price Schedule document.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. The literature may be used in the evaluation process to determine the lowest responsive and responsible bidder. If requested, 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 requested, 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 four (4) business days after receipt of order (ARO) 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.

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 one hundred (\$100.00) 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.

BRAND NAMES: In the following specification requirements trademarks, brand names, manufacturer's names, catalogues/style/product numbers and products are listed as examples only, for the purpose of description to establish a base level of quality, performance and characteristics the state requires. The listed examples are not intended to limit or restrict competition as any items offered that contain the level of quality that are incorporated in the trademarks, brand names, manufacturers names, catalogue/style/product numbers listed will receive the same consideration for award. Bidders may be required to submit descriptive literature, detailed specifications and samples to verify quality standards. Product offered by the Bidder shall be equal or better than the brand or specified product referenced in the Bid document. Subsequent to award, product listed in the Contract may not be substituted without the prior approval of the Department of Administrative Services (DAS), Office of Procurement Services (OPS).

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

All products shall be fit for use for the intended purposes specified herein. Product sample(s) and/or literature may be evaluated by using agencies to determine if it meets the functional, performance, aesthetic, and safety needs of the institution. All products must meet the Specifications and Requirements, as indicated herein. Final approval of the aesthetic and functional quality will be by DAS.

Subsequent to award, if DAS determines that the product awarded does not meet the Brand Name standard, the Contractor will be required to provide product that does meet the Brand Name standard, at the price bid, within the required delivery time. If the Contractor fails to provide the product, as specified, the State may buy substitute supplies from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies, less any expenses or costs saved by Contractor's default, from Contractor.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, to determine the low lot total price of each category, the state will multiply the estimated annual usage in individual pieces of each item in the category by its corresponding price per each individual piece for an item total, and then add the item totals together. 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.

The Price Per Each Individual Piece will be the smallest useable piece that maintains the product integrity (e.g., one cotton ball, one adhesive bandage, one procedure kit, one wipe, each (EA), one single-use packet of swabs, one pair of socks, one roll, etc.). For items packaged for single use, that package is the smallest useable piece (e.g., an alcohol wipe or two swabs sealed in a foil packet). For liquids, one ounce (1 OZ.), or smallest unit specified in Item Information provided will be used (e.g., one milliliter, one gram, etc.). If DAS determines that the unit specified in the Item Information provided is obsolete, then the unit specified on the product label may be used. Failure to bid all items as Price Per Case may result in the bidder being deemed not responsive, for that item. Failure to indicate the case pack, unit of measure, unit pack, and individual piece definition on all items bid may result in the bidder being deemed not responsive, for that item. Based on the ITB Price Pages, "Item Information Provided", and bid evaluation, DAS reserves the right to approve changes in pack size.

There are ten (10) categories, as identified on Pages 8 through 9 under the heading "Classification." 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 within a category may result in the bid being deemed not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by category of product. 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. Price increases will be limited to up to one (1) time per each item during each subsequent twelve (12) month period, after the initial twelve (12) month contract period.

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.)

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

CONTRACT RENEWAL: This Contract may be renewed after the ending date of the Contract solely at the discretion of DAS for a period of one month. Any further renewals will be by mutual agreement between the contractor and DAS for any number of times and for an appropriate period of time. The cumulative time of all mutual renewals may not exceed thirty-six (36) months unless DAS determines that additional renewal is necessary.

BID AUTOMOBILE LIABILITY CHECKLIST:

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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.

PRICE PAGES: The Invitation to Bid Number RS904615 Price Pages will be available as an electronic file, in the Microsoft Excel spreadsheet format. The Bidder is required to submit its pricing both in this electronic file format and also as a paper copy (printed from the electronic file). There are benefits from using the electronic files including efficient data transfer between supplier, bidder, and customer, shorter lead times, and increased accuracy and legibility. The electronic file format is printable, and the paper pages created from this printout are required with the bid submission. The electronic file can be accessed by using the document link in the section under the heading of Price Pages Instructions.

A. PRICE PAGES REQUIREMENTS:

1. The completed electronic file shall be placed on a CD disk, and submitted together with the completed paper bid submission. The paper copy of the Price Pages is to be printed from the electronic file (both must show the same pricing and item information).
2. The completed electronic file must be in its original locked formatting, with no changes to the sequence of rows and columns, cell protection, etc.
3. It is the bidder's responsibility to assure the information in the submitted paper Price Pages are checked, accurate, and complete. Failure to submit the Price Pages, as both the completed electronic file and the completed paper copy, may cause the Bidder to be deemed as not responsive.
4. The following fields must be entered by the bidder for each item offered in the Price Pages: Item Description, Manufacturer/Brand, Product Number, Case Pack, Unit of Measure, Unit Pack, Individual Piece Definition, Country of Origin, and Price Per Case.
 - a. Bidders shall not insert a unit cost (Price Per Case) 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.
 - b. In addition to the completion and submission of page 2, the Price Pages provide a column to indicate the country of origin of each item, i.e., where individual line items are mined, raised, grown, produced or manufactured. This column should be completed to indicate the country of origin for each line item offered, in addition to the completion and submission of page 2.
5. If the information on the disk does not match the paper bid submission, the paper bid submission shall prevail.

Failure to comply with these requirements may cause the Bidder to be deemed as not responsive.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

A. Scope:

These specifications shall cover the purchase of medical supplies and personal care supply items. The term of any contract awarded pursuant to this bid shall be for the period beginning upon the date when DAS signs the Contract through December 31, 2016.

B. Classification:

Each Line Item is assigned a Class Name. The following thirty seven (37) Class Names will be grouped into ten (10) categories. The categories are identified by the Category Number. Each of the ten categories will be evaluated individually:

<u>Category Number</u>	<u>Class Name</u>	<u>Class Description</u>
1	Baby	Baby Care, Nursing Pads
1	Skin	Lotion, Cream, Lip Balm, Ointments, Skin Care
1	Feminine	Feminine Care, Maternity Pads
1	Hair	Hair Care
1	Foot	Foot Care
1	Misc. Personal	Miscellaneous Personal
2	Dental	Dental Hygiene, Oral, Denture Care
2	Deodorant	Antiperspirant and Deodorant
2	Shaving	Shaving, Cologne
2	Soap	Soap
3	Apparel	Medical Apparel, Masks, Gowns
3	Gloves	Exam Gloves
4	Bandage	Bandages, Tapes, Protective Sleeves, Binders
4	Dressing	Dressings, Gauze, Pads, Cotton Balls
4	Emergency	Emergency Medical
4	First Aid	First Aid Supplies, Antiseptics, Adhesive Bandages
5	Diabetic	Diabetic Related Supplies
5	Diagnostic	Diagnostic, Testing, Monitor, Supplies and Access.
5	Misc. Medical	Miscellaneous Medical and Examination Supplies
5	Radiology	Radiology Supplies
6	Incontinence	Incontinent Care Items, Supplies
6	Living	Daily Living Aids, Bedside Utensils
6	Mobility	Mobility, Wheelchair, Canes, Related Accessories
6	Ortho	Ortho, Orthotics, Orthopedic
7	Catheter	Catheter Supplies, Urological
7	Feeding	Feeding Supplies
7	IV	IV (intravenous) Supplies
7	Needles	Needles, Syringes, Disposal Containers
7	Ostomy	Ostomy Supplies
7	Respiratory	Respiratory, Sinus

SPECIFICATIONS (Cont'd.)

<u>Category Number</u>	<u>Class Name</u>	<u>Class Description</u>
8	Surgical	Surgical Instruments, Sutures, Surgical & Related, Surgeons Gloves
8	Wound	Wound Care
9	Disposable	Disposable Cups and Paper Products
9	Housekeeping	Housekeeping Major
9	Packaging	Labels, Packaging/Prescription Supplies
10	Renal	Renal/Dialysis-related Supplies

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.

III. GENERAL REQUIREMENTS

- A. Manufacturer and the Contractor shall conform to the Food and Drug Administration, and OSHA rules and regulations, governing manufacturing and/or packaging of first aid kits and supplies. A certificate of such compliance may be requested.
- B. All products, as listed herein, shall be suitable for human medicinal use.
- C. All items shall have lot or batch and catalog number on each individual unit to identify defective batch, if any, and to reorder respectively. All items with chemical content shall have expiration dates printed on each individual unit.
- D. All items shall be sterilized, where required, and individually wrapped and packaged appropriately to insure sterility.
- 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. The Contractor is required to maintain a minimum delivery fill rate of 97% for the quantities ordered. Purchase Orders must be accepted by the Contractor, regardless of inventory balance. Unless otherwise directed by the agency, items not delivered will be placed on back-order. Contractor will provide a monthly report of its fill-rate performance to include required delivery date, actual delivery date, purchase order number, purchase order quantity, quantity delivered, indication of on-time delivery, and monthly fill-rate percentage. The report will be due fifteen (15) business days following the subject report month. The report will be provided in electronic format to each using agency for the month being reported. Contractors should make arrangements with the using agencies for the appropriate contact person and contact information. Agencies may assess damages for each business day the delivery is late, beyond four (4) business days ARO, in accordance with the Standard Contract Terms and Conditions, Section II., CONTRACT REMEDIES. Failure of the Contractor to maintain a minimum fill rate of 97% for quantities ordered may result in the Contractor being found in default, and subject to suspension and termination in accordance with the Standard Contract Terms and Conditions, Section I.C., TERMINATION / SUSPENSION.

PRICE PAGES

PRICE PAGES: The Invitation to Bid Number RS904615 Price Pages will be available as an electronic file, in the Microsoft Excel spreadsheet format. The Bidder is required to submit its pricing both in this electronic file format and also as a paper copy (printed from the electronic file). Bidders should reference the Price Pages section in the Special Contract Terms and Conditions of this ITB, for additional price pages requirements.

A. ACCESS TO ELECTRONIC PRICE PAGES FILE: Bidder must obtain an electronic copy of the price pages. A link for obtaining this file is listed below.

1. CLICK ON THE WEB LINK BELOW TO ACCESS THE ELECTRONIC PRICE PAGES FILE:

[\(Click here for the Price Pages in Excel format\)](#)

B. ELECTRONIC PRICE PAGES INSTRUCTIONS:

1. Bidder should carefully review the Item Information Provided to understand the products the State desires to purchase. Information about the following fields (column headings) is provided. This is under the heading of "Item Information Provided" in the electronic Price Pages.

a. Bid Item Number: This unique number will identify each line item in the ITB.

b. Category Number: The line items are grouped into ten (10) categories. The Contract will be awarded by category.

c. Class Name: Line items are organized into similar types of products and assigned a Class Name. The Class Names are grouped into Category Numbers.

d. Item Description: The description of the item provides concise information of what the specific product is.

e. Manufacturer/Brand: This information, as provided by the using agencies, may represent a manufacturer name, brand name, distributor name, part number, stocking number, or a combination of these. The information was placed in this field because it was deemed to contain more text. The purpose of this information is to indicate the item quality level the State desires.

PRICE PAGES (Continued)

- f. Product Number: This information, as provided by the using agencies, may represent a manufacturer name, brand name, distributor name, part number, stocking number, or a combination of these. The information was placed in this field because it was deemed to contain more numbers. The purpose of this information is to indicate the item quality level the State desires.
 - g. Unit of Measure: This indicates the unit of measure for the item that the State has historically purchased.
 - h. Unit Pack: This indicates the number of pieces per unit measure, for the item that the State has historically purchased.
 - i. Individual Piece Definition: This is the item unit of measure that the State will use in its evaluation of the Bid pricing.
 - j. Estimated Annual Usage: This indicates the estimated number of units that the State has historically purchased.
2. For each category which the Bidder is offering products, Bidder must complete all fields (columns) of all line items in the category, under the heading of "Your Bid (Offer)" in the electronic Price Pages.
- a. Item Description: The description of the item will provide concise information of what the specific product is.
 - b. Manufacturer/Brand: This information will be the manufacturer name and/or brand name of the product being offered.
 - c. Product Number: This information will be the unique part number of the product being offered, such as a UPC code or manufacturer's number, which is referenced to the manufacturer.
 - d. Unit of Measure: This indicates the unit of measure of the item that is being offered. Bidders should reference to the Abbreviation Used in Price Pages, below, to enter the correct abbreviation for the unit of measure; only the following abbreviations will be acceptable: BG, BT, BX, CN, CS, DZ, EA, GM, KT, LT, ML, OZ, PK, PR, RL, SH, TB, YD
 - e. Unit Pack: This indicates the number of pieces per unit measure, for the item that is being offered. This must be a whole number.
 - f. Individual Piece Definition: For each item being offered, this is the smallest useable piece that maintains the product integrity (e.g., one cotton ball, one adhesive bandage, one procedure kit, one wipe, each (EA), one single-use packet of swabs, one pair of socks, one roll, etc.). For items packaged for single use, that package is the smallest useable piece (e.g., an alcohol wipe or two swabs sealed in a foil packet). For liquids, one ounce (1 OZ.), or smallest unit specified on the product label will be used (e.g., one milliliter, one gram, etc.). Bidders should reference to the Abbreviation Used in Price Pages, below, to enter the correct abbreviation for the unit of measure; only the following abbreviations will be acceptable: EA, GM, KT, LT, ML, OZ, PK, PR, RL, SH, TB, YD

PRICE PAGES (Continued)

- g. Country of Origin: In addition to the completion and submission of page 2 of the ITB, "Certification Statements", the Price Pages provide a column to indicate the country of origin of each item, i.e., where individual line items are mined, raised, grown, produced or manufactured. This column should be completed to indicate the country of origin for each line item offered, in addition to the completion and submission of page 2.
- h. Price Per Unit: This is the Bidder's offered price per unit for the item. Bidders shall not insert a unit cost (Price Per Unit) 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. Note: Due to Excel formatting, up to five (5) decimal places may appear; however, any decimal places to the right of the first three will be dropped.
- C. ABBREVIATIONS USED IN PRICE PAGES: For the purpose of the this Invitation to Bid (ITB), the following information will provide clarification of some common abbreviations used in the Price Pages:

BG	=	Bag
BT	=	Bottle
BX	=	Box
CN	=	Can
CS	=	Case
DZ	=	Dozen
EA	=	Each
Etc.	=	et cetera
GM	=	Gram
IV	=	Intravenous
KT	=	Kit, Pack, or Tray
LT	=	Liter
ML	=	Milliliter
No.	=	Number
OZ	=	Ounce
PK	=	Package or Packet
PR	=	Pair
RL	=	Roll
SH	=	Sheet
SKU	=	Stock Keeping Unit

PRICE PAGES (Continued)

ABBREVIATIONS USED IN PRICE PAGES (Continued):

TB = Tube
UPC = Universal Product Code
YD = Yard