

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE  
AMENDMENT NO. 6

TO: LIMITED DISTRIBUTION - OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES  
FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES  
SUBJECT: COMPETITIVE SEALED PROPOSAL - OHIO TOBACCO QUIT-LINE PROJECT

Attached are pages 1, 7 and 8 to this contract. Remove these pages from the existing contract and replace with the attached page on the effective and/or revision date.

As a result of mutual agreement between the state of Ohio and the contractor, this amendment is issued to renew the subject contract an additional 12 months, effective 7/1/11 through 6/30/12.

Add pricing change language to page 7.

All other prices, terms and conditions remain unchanged.

Ross Leider, CPPB  
ross.leider@das.state.oh.us

This Amendment, the Contract and any additional Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

155832  
National Jewish Health  
1400 Jackson St., Room M-326  
Denver, CO 80206  
hauglandc@njhealth.org



STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: OHIO TOBACCO QUIT-LINE PROJECT

CONTRACT NUMBER: CSP900610

EFFECTIVE DATES: 7/1/09 TO 6/30/10

\* Renewal through 6/30/12

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP900610 that opened on 4/03/09. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Health as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

Questions regarding this and/or the Services Contract may be directed to:

Ross Leider, CPPB  
ross.leider@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

155832  
National Jewish Health  
1400 Jackson St., Room M-326  
Denver, CO 80206  
hauglandc@njhealth.org

## VI. CONSTRUCTION PROJECTS

For those construction projects for which the state uses ARRA funds for the construction, alteration, maintenance, or repair of a public building, the following conditions apply:

### A. Buy American

1. Products: Pursuant to Section 1605 of ARRA, all steel, iron, and manufactured goods used in the construction project must be produced in the United States;
2. Exception: The requirement set forth in part 1 of this section shall not apply only if the appropriate federal agency determines one of the following:
  - (a) The application of the requirement in part 1 of this section would be inconsistent with the public interest;
  - (b) That (1) an insufficient amount of steel, iron, or relevant manufactured goods were produced in the United States or (2) that a reasonable amount of steel, iron, or relevant manufactured goods were available or (3) that a reasonable amount of the available steel, iron, or relevant manufactured goods of satisfactory quality were not available;
  - (c) That by applying the requirement set forth in part 1 of this section would increase the overall cost of the project by more than twenty-five percent (25%);
3. A contractor and subcontractors must comply with the above requirement unless the contractor or subcontractor provides a waiver from the appropriate federal agency stating that at least one of the above-referenced exceptions applies. A contractor may seek an exception to the Buy American requirements by appealing to the appropriate federal agency pursuant to rules and regulations in 2 CFR Part 176 Volume 74, No 77;
4. The State and the contractor shall apply the Buy American requirements set forth in this section in a manner consistent with United States obligations under international agreements.

### B. Prevailing Wage Rates and Labor Standards

1. The contractor and subcontractors shall pay all laborers and mechanics employed by contractor or subcontractors on the Project not less than the prevailing wage determined under the "Davis-Bacon Act" (40 USC 276a-aS) for similar work in the civil subdivision for which the laborers and mechanics perform the work. In addition, the contractor and subcontractors shall pay all laborers and mechanics overtime compensation in accordance with the provisions of the "Contract Work Hours and Safety Standards Act" (40 U.S.C. 327-333).
2. The contractor and subcontractors shall comply with all regulations issued pursuant to the above-referenced Acts and with all applicable federal and state laws and regulations.

### C. Limitation on Use of Funds.

Pursuant to Section 1604 of ARRA, no funds shall be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

### Pricing Change

\*The Ohio Department of Health will pay for costs associated with the following from callers who are un-insured, on Medicaid or are pregnant woODH will pay for costs associated with the following from callers who are un-insured, on Medicaid or are pregnant women.

#### **5 Call Program**

- registration, intake, counseling calls 1-5, ad hoc calls, calls for evaluation surveys and general information.
- providing eligible caller with two weeks of nicotine replacement therapy (nicotine patches or nicotine lozenges).

#### **Additional Services**

- Mailing materials cost including for Quit Line brochures and materials directed at special populations.
- Printing of brochures.

#### **Miscellaneous Items**

- Management of Tobacco Collaborative partners (formerly referred to as NRT partners – the Tobacco Collaborative partners will for calls and NRT)
- Costs associated with ohio.Quitlogix.com

\*New pricing language

SUMMARY OF ADMENDMENTS

ADMENDMENT NUMBER	REVISION DATE	DESCRIPTION
*6	5/24/11	Contract Renewal 7-1-11 through 6-30-12 and additional pricing change language added.
5	08/03/10	Correct description of services for OhioQuitLogix.com
4	07/01/2010	Renew contract for 12 months and revise budget.
3	04/19/2010	Correct total cost of budget item 13 to \$28,000.00
2	3/29/2010	Increase cost to cover additional calls and cost because of the Ohio Quit Logix.com. Detail ARRA funded items and reporting requirements.
1	1/11/2010	Increase cost to cover additional calls and cost because of the Ohio Quit Logix.com.

\*Add amendment number 6