

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. 1

TO: LIMITED DISTRIBUTION – the Ohio Department of Health, Bureau of Nutrition Services, 245 North High Street, 6th Floor, Columbus, OH 43215

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR INFANT FORMULA REBATE FOR THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)

Attached are pages 1, 4, 17 and 18 to this contract. Remove these pages from the existing contract and replace with the attached pages 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 twelve months, effective 10/1/14 through 9/30/15.

All other prices, terms and conditions remain unchanged.

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

Senthan Mahendrarasa
senthan.mahendrarasa

This Amendment, the main Requirements 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):
85835
Abbott Nutrition, Abbott Laboratories, Inc.
3300 Stelzer Road
Columbus, OH 43219
andrew.deister@abbott.com



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
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4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: INFANT FORMULA REBATE FOR THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)

CONTRACT No.: OT900012

EFFECTIVE DATES: 10/01/11 to 09/30/14
Renewal through 09/30/15

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900012 that opened on 03/14/11. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements 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, Bureau of Nutrition Services, 245 North High Street, 6th Floor, Columbus, OH 43215, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

*Senthana Mahendrarasa
senthana.mahendrarasa@das.ohio.gov

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

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

* Denotes change in contract analyst

Signed: _____
Robert Blair, Director Date

CANCELLATION AND TERMINATION: Any contract awarded pursuant to this bid may be canceled by either party upon at least one hundred and eighty (180) days advance written notice to the other party, subject to the following limitations. The Contractor shall not cancel any contract awarded pursuant to this bid prior to October 1, 2012. Failure to provide services in accordance with the requirements of any contract awarded pursuant to this bid may be cause for immediate termination by the State WIC Agency. In this case, the State WIC Agency agrees to provide at least thirty (30) days written notice to the Contractor to resolve the problem. Satisfactory resolution of the problem shall be determined by the State WIC Agency. In its notice, the State WIC Agency will specify what "satisfactory resolution of the problem" means.

* **USAGE REPORTS:** Every twelve (12) 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: Senthana Mahendrarasa.

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.

FDA REGISTRATION: Pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food & Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: <http://www.cfsan.fda.gov/~furl/ovffreq.html>

When applicable, by signature affixed on Page 1, the bidder, or their supplier, certifies that they comply with this requirement.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS

The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

USE OF WIC LOGO AND NAME: Manufacturer acknowledges that the WIC Acronym and the WIC Logo are service marks owned by the Department of Agriculture (USDA), and that all rights therein and goodwill pertaining thereto belong exclusively to USDA. Manufacturer shall not use these service marks in any manner on its goods or their containers or packaging or on tags or labels affixed thereto. Manufacturer also shall not use the WIC Logo in advertising or other promotional materials (collectively: "advertising"). Manufacturer shall not use the WIC Acronym in advertising in any manner that is likely to cause confusion, mistake, or deception as to the affiliation, connection, or association of Manufacturer with the WIC Program, or as to the sponsorship or approval of Manufacturer's goods, services, advertising, or commercial activities, including nutritional message(s), by the WIC Program, USDA, or the State agency. Manufacturer shall include the following statement with any use of the WIC Acronym in advertising: "WIC is a registered service mark of the U.S. Department of Agriculture for USDA's Special Supplemental Nutrition Program for Women, Infants and Children."

* Denotes change in contract analyst

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

85835
Abbott Nutrition, Abbott Laboratories, Inc.
3300 Stelzer Road
Columbus, OH 43219

BID CONTRACT NO.: OT900012 (09/30/15)*

TERMS: Net 30 Days

CONTRACTOR'S CONTACTS:

Andrew Z. Deister, Director Government Operations
Contractor's Primary Contact

Telephone: (614) 624-7341
E-Mail: andrew.deister@abbott.com

Kori Stenzel; Manager, Government Operation
Primary Liaison with State WIC Personnel

Telephone: (614) 624-5816
E-Mail: kori.stenzel@abbott.com

Faith A. Davis, WIC Contract Specialist
Primary Contact for WIC invoice submissions

Telephone: (614) 624-3718
E-Mail: faith.davis@abbott.com

Shanin Bechstein, WIC Financial Analysis
Financial support to State WIC Personnel

Telephone: (614) 624-3493
E-Mail: shanin.bechstein@abbott.com

* Denotes contract to renew twelve months through mutual agreement.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	10/1/14	To indicate mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional twelve months, effective 10/1/14 through 9/30/15, and to indicate change in the contract analyst.