

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. 5

TO: LIMITED DISTRIBUTION – OHIO DEPARTMENT OF HEALTH, BUREAU OF NUTRITION SERVICE
FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES
SUBJECT: TERM CONTRACT - INFANT FORMULA REBATE FOR THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN (WIC)

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 (12) months, effective 10/01/10 through 09/30/11, and to advise of a change in the state's contract contact and the Contractor's Contact.

Attached are pages 1, 5, 17 and 18 to this Contract. Remove these pages from the existing Contract and replace with the attached pages on the effective date and/or revision date.

All other prices, terms and conditions remain unchanged.

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

Jan Fitzpatrick, CPPB
janice.fitzpatrick@das.state.oh.us

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 Laboratories
3300 Stelzer Road
Columbus, OH 43219

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

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

CONTRACT No.: OT901707EFFECTIVE DATES: 10/1/09 to 9/30/09

*Renewal through 09/30/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901707 that opened on 05/12/06. 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 OHIO DEPARTMENT OF HEALTH, BUREAU OF NUTRITION SERVICES, 246 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:

*Jan Fitzpatrick, CPPB
janice.fitzpatrick@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>

* To indicate renewal of the Contract effective October 1, 2010 through September 30, 2011.

Signed: _____
Hugh Quill, Director Date

SPECIAL CONTRACT TERMS AND CONDITIONS

Failure of the State WIC Agency to insist on strict performance on any contract awarded pursuant to this bid or to terminate any contract awarded pursuant to this bid after giving the Contractor the opportunity to resolve problems does not waive the State WIC Agency's right to insist on subsequent strict performance. In addition, any contract awarded pursuant to this bid shall automatically terminate under the circumstances specified in the following paragraph (Liquidated Damages). Notice of written cancellation or termination must be sent to the State WIC Agency or the Contractor by certified mail, return receipt requested or delivered in person, with proof of delivery.

LIQUIDATED DAMAGES: In the event that the Contractor fails or refuses to provide services as agreed in any contract awarded pursuant to this bid or cancels any contract awarded pursuant to this bid at any time during the term of the contract or any extension of the contract, the Contractor shall pay to the State WIC Agency monthly payments equal to the rebate amount the State WIC Agency would receive to maintain the net price per ounce of infant formula established pursuant to this bid, as if the contract were still in effect. The Contractor shall continue to make such payments each month until the date the contract or extension to the contract has been scheduled by the State WIC Agency to expire as provided herein, or until the State WIC Agency has executed a contract with another contractor to provide substantially the same services as named in any contract awarded pursuant to this bid and the term of such contract has commenced, whichever is sooner. Payments by the Contractor pursuant to this term shall be made in accordance with Section III, Item B.

Payments by the Contractor shall be liquidated damages and not a penalty, and shall enable the State WIC Agency to continue to provide infant formula to its then-current caseload of WIC participants within the funding amount appropriated to the State WIC Agency for that purpose.

The State WIC Agency shall make its best efforts to mitigate the liquidated damages obligation of the Contractor by securing another contractor to provide substantially the same services as named in any contract awarded pursuant to this bid. It is estimated to require three (3) to five (5) months from the date the Contractor ceases provision of services to the date another contractor commences provision of services. This section does not apply to disputed invoices.

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/ovffreg.html>

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

E.D.G.E CERTIFICATION: The Office of State Purchasing has identified those Contractors who were E.D.G.E. certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division Web site at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. Certification status of the Contractor.

INSURANCE DOCUMENTS: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverages required by this contract. As required, the documents must include a current Workers' Compensation Certificate and an Acord Certificate of all applicable insurance coverages and must include all required Commercial General Liability endorsements as described in Articles S-12 and S-13 of the Supplemental Terms and Conditions of this contract.

Failure to maintain compliant insurance coverage per Article S-14 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jan Fitzpatrick.

- * **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 State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jan Fitzpatrick.
- * To indicate a change in the usage report contact.

CONTRACTOR INDEX

- * CONTRACTOR AND TERMS: BID CONTRACT NO.: OT901707 (09/30/11)
- 85835
Ross Products Division, Abbott Laboratories
3300 Stelzer Road
Columbus, OH 43219
- TERMS: 2%, Net 30 Days
- * CONTRACTOR'S CONTACT: Andrew Z. Deister
- Telephone: (614) 624-7341
FAX: (614) 727-7341
E-Mail: andrew.deister@abbott.com
-

- * To indicate a change in the Contractor's Contact information.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
5	10/01/10	To indicate a mutually agreed upon renewal to the Contract for twelve (12) months effective October 1, 2010 through September 30, 2011 under the same terms and conditions and pricing. And to indicate a change in the usage report contact and the Contractors Contact information.
4	05/12/09	Contract Renewal through 09/30/10 and to update Contract Analyst
3	09/05/07	Correction to per can rebate for 32oz RTF – correction is retroactive to 08/01/07.
2	07/23/07	Price increase effective for all orders placed on or after 08/01/07.
1	08/02/06	Price increase effective for all orders placed on or after 10/01/06.