

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

OPTIONAL USE CONTRACT FOR: DRUGS, PHARMACEUTICALS, AND VACCINE

CONTRACT No.: OT902911

EFFECTIVE DATES: 10/20/10 to 03/31/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902911 that opened on 08/30/10. 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 Department of Mental Health, Office of Support Services, Pharmacy Service Center, 2150 W. Broad Street, Columbus, OH 43223, the Department of Health, 900 Freeway Drive North, Bldg. 8, Columbus, OH 43229, and any State University, 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:

Terry Spiropoulos  
terry.spiropoulos@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>

Signed: \_\_\_\_\_  
Hugh Quill, Director Date \_\_\_\_\_

TABLE OF CONTENTS

| <u>CLAUSES</u>                            | <u>PAGE NO.</u> |
|---|-----------------|
| Special Contract Terms and Conditions     | 3               |
| Delivery and Acceptance                   | 3               |
| Price Schedule                            | 4               |
| Contract Award                            | 5               |
| Evaluation                                | 5               |
| Price Schedule with Economic Adjustment   | 5               |
| Transportation Charges                    | 7               |
| Minimum Order                             | 7               |
| Usage Reports                             | 7               |
| Ohio Wholesale Distributor's License      | 9               |
| DEA Certificate                           | 9               |
| Certificate, Notarized                    | 10              |
| Specifications                            | 12              |
| <br><u>CONTRACT ITEMS</u>                 |                 |
| Monthly MAC105 Price Schedule Contractors | 18              |
| Contractor Index                          | 20              |

### SPECIAL INSTRUCTIONS TO BIDDERS

STANDARD CONTRACT TERMS AND CONDITIONS: Pages 1 through 11 of the Instructions, Terms, and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, are available through the Web link, "Instructions: Terms and Conditions for bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions," listed on page 1 of the bid.

Bidders should familiarize themselves with the above referenced Standard Terms and Conditions, as they may be requested to provide various applicable documentation. It is the bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this bid and the above Standard Contract Terms and Conditions.

PAYMENT TERMS: The state desires to utilize discounted payment terms when available. As a reminder, bidders should familiarize themselves and comply with the information on Page 1 of the Bid concerning terms of payment, and further information may be found in the Standard Contract Terms and Conditions.

### 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.

SPECIFICATION QUESTIONS: Bidders may visit the State Procurement website to post bid related questions at the bottom of the page where the bid documents were downloaded. Answers to all bidder questions will be posted on the State Procurement website and linked to the bid number. The State will make every effort to respond to website inquiries within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective bidder shall respond to any verbal instructions or changes to this bid. Only communications issued by the Department of Administrative Services (DAS), Office of Procurement Services in the form of an addendum, will be considered valid.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within seven (7) days after receipt of order 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.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

PRICE SCHEDULE: Bidders must submit with their bid response a hard copy of the October, 2010 MAC105 Price Schedule/Bid Price Pages from pages 18 through 39 of this Invitation To Bid, showing their current prices to the state of Ohio of all items offered for the initial month of the contract period, October, 2010. Failure to provide the October, 2010 MAC105 Price Schedule/Bid Price Pages as specified with the bid response will result in the bidder being deemed not responsive. The MAC105 Price Schedule shall show the product National Drug Code (NDC) number, item description, unit of order, and the state of Ohio price for each item.

For subsequent months, the supplier name, calendar month, submission date, Contract Number, and Index Number (MAC105) of the MAC105 Price Schedule shall be shown on the front cover of the hard copy published by the contractor. The Price Schedule listing may be glued or stapled with pages numbered in consecutive order.

Items listed in the October, 2010 Price Schedule/Bid Price Pages, Pages 18 through 39, as indicated herein, may be offered by the awarded Contractor during the contract period. If a line item is not available from the Contractor, it may be omitted from one or more monthly MAC105 Price Schedule(s) by inserting blank spaces in place of the price and NDC Number for the line item. If the original product offered is no longer available and/or is no longer economical, Bidder may substitute original item with an equivalent item if the substitute meets all of the requirements and specifications herein and is acceptable to DAS in conjunction with the Ohio Dept. of Mental Health, and if the state approves the substitution in writing.

RETURN GOODS: All bidders are requested to submit their company's policy on return goods with this bid. Failure to do so may render your bid not responsive and no further consideration for award could be made.

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 ten (10) 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.

SAMPLES SHALL BE SENT TO:

Department of Mental Health  
Pharmacy Service Center DEA Registration #PP0049658  
Attn: Pharmaceutical Bid MAC-105  
2150 W. Broad Street  
Columbus, OH 43223-1200

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 ten (10) 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.

SAMPLES AND/OR COPIES OF LABELS: Failure to provide samples or copies of product labels, when requested, will result in the bidder being deemed not responsive. All product labeling is required to have English language as the primary language for describing the product.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

EVALUATION: All bidders that properly respond to the requirements listed herein will be placed on the contract. If the State of Ohio determines the pricing to be excessive the bid will be disqualified.

CONTRACT AWARD: A Contract will be awarded to all responsive and responsible bidders.

NOTICE TO BIDDERS: The state of Ohio, although not making therapeutic awards, has developed a therapeutic formulary. Cost may be utilized when determining therapeutic ranking within the formulary.

PRICE SCHEDULE WITH ECONOMIC ADJUSTMENT: During the life of the contract, there will be MAC105 Price Schedule listings submitted monthly by each Contractor. No price adjustment will be permitted prior to the effective date of the most current net price list submitted, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment.

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. 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 monthly 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 provisions of Article S-11, Price Adjustments, of the Contract Terms and Conditions.

PRICE SCHEDULE REQUIREMENTS:

1. The MAC105 Price Schedule shall be made available to DAS Office of Procurement Services, the Ohio Department of Mental Health, the Ohio Department of Health, and State Universities.
2. The MAC105 Price Schedule is to be submitted on a monthly basis by the contractor(s), as it will be updated every month, unless there are no changes from the latest submission. The MAC105 Price Schedule should be submitted in hard copy (printed on paper), diskette, compact disc (CD), or as in E-Mail attachment form, depending on each agencies' requirements. The electronic version must be available in the MS Excel format approved by DAS Office of Procurement Services (see below).

It is the Contractor's responsibility to ensure DAS Office of Procurement Services and the applicable using agencies have the latest MAC105 Price Schedule at least five (5) business days prior to the beginning of each month, and Contractor may request receipt confirmation acknowledgements from these agencies.

Each MAC105 Price Schedule document or file shall include the supplier name, calendar month, submission date, Contract Number, and Index Number (MAC105).

The monthly MAC105 Price Schedule shall be available electronically upon request as a Microsoft Excel spreadsheet file, and shall conform to a format approved by DAS, Office of Procurement Services. At minimum, the Excel spreadsheet should contain the Reference Number (begins with "210-"), product description, quantity per unit, unit of measure, package (BTL, Vial, etc.), NDC Number, manufacturer, and price. Some of the information may be incorporated in the description or may be in separate columns. The Reference Number, NDC number, and price should be in separate columns, and the data should be sorted in order by Reference Number. The goal of this formatting is to provide the ability to quickly create a master price list with all of the monthly submissions as a searchable tool for the using agencies. DAS may approve changes to the electronic price list format as conditions require. The hard copy version should be arranged in the same fashion to the electronic format, but in print form.

\* The initial approved electronic monthly MAC105 Price Schedule format may be accessed at the Web address, below. If printed into paper form, the resulting price pages may be submitted with the bid response, as an option. For subsequent use after award, the submission date and proper month may be manually added to the header field of this Excel sheet, as required. Web address:

<https://procure.ohio.gov/PDF/OT902911%20Price%20Pages%20-MAC105%20Data%202010-2011.xls>

3. Any reference, which may appear on any MAC105 Price Schedule list, to any other and/or conflicting terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change, will not be part of any contract with the successful bidder(s) and will be disregarded by the state of Ohio.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

4. It is the successful contractor(s) responsibility to supply each, the DAS Office of Procurement Services, and the Dept. of Mental Health, with one (1) electronic copy of their monthly MAC105 Price Schedule at least five (5) business days prior to the beginning of each month. Using agencies (those who have previously used the contract or who have requested the MAC105 Price Schedule) shall also receive identical electronic copies of the Price Schedule at least five (5) business days prior to the beginning of each month.

Hard copies shall also be provided upon the using agency's request, or as required, prior to the first day of the calendar month. If an updated MAC105 Price Schedule is not received, then the pricing of the latest MAC105 Price Schedule submission will be in effect. Pricing contained in the new monthly MAC105 Price Schedule will become effective on the first day of the calendar month or upon receipt by the Office of Procurement Services, whichever is later. No more than one (1) MAC105 Price Schedule submission per contractor shall be acceptable for each calendar month indicated, unless DAS determines contractor has made an inadvertent error on a line item and the mistake and correction are clearly evident from the Price Schedule and supporting justification documentation. In this case, only the affected line item may be corrected.

5. By contract amendment, DAS Office of Procurement Services may increase the frequency of MAC105 Price Schedule submissions to facilitate shorter periods of fixed pricing for all contractors. This may also be revoked, for all contractors, by contract amendment.
6. Manufacturer, not product labeler, must be given for each dangerous (legend) drug.
7. NDC (NDC) Code must be given for each item listed in the MAC105 Price Schedule.
8. NDC Format must be 5-4-2, including dashes and prefix zeros. Example 00123-1234-12
9. Bidders on vaccines are encouraged to also indicate the appropriate Federal Excise Tax (FET) amount per dosage unit for each applicable line item. Note: Price shall include all costs, including the applicable FET.
10. It is the successful contractor(s) responsibility to supply their latest MAC105 Price Schedule list (identical to the one approved by DAS Office of Procurement Services) as follows:

A hard copy of the updated monthly MAC105 Price Schedule must be submitted to each of the addresses, below. The submittal of copies to the Ohio Department of Health or State Universities, in hard or electronic formats, are as required or requested.

Ohio Department of Mental Health  
Office of Support Services  
Pharmacy Service Center  
Attn: Joell Buchanan  
2150 West Broad Street  
Columbus, Ohio 43223

Ohio Department of Administrative Services  
Office of Procurement Services  
Attn: Terry Spiropoulos  
4200 Surface Road  
Columbus, Ohio 43228-1395

**CONTROLLING BOARD AUTHORIZATION:** The state's obligations under this contract are subject to the Ohio Controlling Board's continuing authorization to use multiple award contracts. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this contract will terminate, and the contractor may not take any more orders under this contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

USE OF MACs: Agencies shall give first consideration to making purchases of required supplies and services from existing DAS term contracts. When the required supplies or services are not available from an existing DAS term contract, the agency shall make the purchase from the MAC term contract. Exceptions to making the purchase from the MAC include;

- a) **Urgent requirements:** When the ordering agency requires delivery of the supplies or services prior to the times stated in the MAC, the agency shall request the contractor, by mail (if time permits) or telephone (confirmed in writing), to state the best delivery that can be met to satisfy the needs of the agency. If the contractor is unable to provide accelerated delivery, the agency may procure the required supplies or services from another source.
- b) **Small requirements:** When the contract includes a minimum order limitation, agencies are not required to make the purchase from the contractor for needs below this limit. The contractor is not required to accept an order for less than the minimum order limitation from the agency. However, if the contractor accepts an order of less than the minimum order limitation, the contractor is obligated to perform according to all terms and conditions of the contract.
- c) **Geographic area:** When the contract defines geographic areas of coverage, the agency shall place orders with contractors serving the geographical areas in which the agency is located. If the agency is located outside of the geographical area, the agency is not required to use the MAC.
- d) **Lower pricing:** When an agency finds that identical supplies or services to those included in the MAC are available from another source at a lower than MAC price, the agency may procure the supplies or services pursuant to their direct procurement authority or other appropriate and allowable method. When comparing the supplies and services listed in the MAC with other sources, the agency shall consider warranties, transportation costs, delivery terms and any other related items to insure a fair cost comparison is being made to the items listed in the MAC.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid, to the Department of Mental Health, Office of Support Services, Pharmacy Service Center, 2150 W. Broad Street, Columbus, OH 43223, to the Department of Health, 900 Freeway Drive North, Bldg. 8, Columbus, OH 43229, to any State University, or to where the consignee's facility is located. The Pharmacy Service Center warehouse located at 2150 W. Broad Street, Columbus, OH 43223, functions as a distribution center for state institutions and community mental health agencies in Ohio.

MINIMUM ORDER: The minimum dollar value any of order placed against a contract awarded pursuant to the bid for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than two hundred fifty dollars (\$250.00).

ON ORDERS TOTALING LESS THAN TWO HUNDRED FIFTY (\$250.00) DOLLARS: Shipment is to be made by freight, parcel post, express or commercial package delivery; whichever is the most economical method for proper delivery of the item F.O.B. destination. The cost of transportation from the contractor's address to the destination on such orders shall be prepaid and added to the invoice. Contractor may state their minimum order policy and handling fee for review, to be accepted or declined at the discretion of the Director, Department of Administrative Services.

USAGE REPORTS: Every three (3) 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: Terry Spiropoulos.

OHIO LICENSE: All bidders must hold a current Ohio Wholesale Distributor of Dangerous Drug License if the products offered are dangerous (legend) drugs. A dangerous drug is drug or drug product which may be obtained only upon prescription. Failure to list a current Ohio Wholesale Distributor of Dangerous Drug License on Page 9 indicates that the bidder is not appropriately licensed to sell dangerous drugs in the state of Ohio and will result in the bidder being deemed as not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

DEA REGISTRATION: All bidders must hold a current United States Department of Justice Drug Enforcement Administration (DEA) Controlled Substance Registration Certificate, if the products offered are controlled substances. Failure to list a current DEA Controlled Substance Registration Number on Page 9 indicates that the bidder is not appropriately licensed to sell controlled substances in the state of Ohio and will result in the bidder being deemed as not responsive.

AUTHORIZED WHOLESALER/DISTRIBUTOR: Bids will be accepted only from established manufacturers and/or their authorized wholesalers/distributors. Any wholesaler/distributor submitting a bid hereby acknowledges that they are an authorized wholesaler/distributor of the manufacturers quoted and that the manufacturer has agreed to supply the wholesaler/distributor with all quantities of the items required by the wholesaler/distributor in fulfillment of its obligations under any resultant contract with the state of Ohio.

The Office of Procurement Services reserves the right to request agreement documentation confirming a contractor's distributor/wholesaler relationship with quoted manufacturers. When notified, the bidder will be required to provide the copies of said agreements, for any manufacturers requested by the Office of Procurement Services, within seven (7) calendar days after notification, to the Office of Procurement Services. Failure to provide the agreements within the stated time period may result in the bidder being deemed as not responsive.

ADDITIONAL REQUIREMENTS & INFORMATION: The Department of Mental Health purchases from this contract. By adjusting either the frequency of purchases or the unit of purchase, a more advantageous price may be realized by the State. If quantity discounts are available, bidders should indicate those quantity discounts in the MAC105 Price Schedule.

SPECIAL CONDITIONS: The Director, Department of Administrative Services reserves the right to bid large or unusual requirements, for items that may be a part of the awarded contract, under a separate bid. In addition, the State may elect to participate in any non-mandatory contract or Group Purchasing Organization (GPO) available and allowable to the state of Ohio, determined in its best interest. For the line items listed herein, the Estimated Yearly Usage indicates quantities which may or may not be purchased from the Contract pursuant to this bid, depending on whether other sources are utilized.

CONTRACT RENEWAL: In addition to the Instructions, Terms, and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, Revised 10/01/07, individual line items may be selected or excluded within any renewal opportunity at the discretion of DAS.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

OHIO LICENSE: All bidders must hold a current Ohio Wholesale Distributor of Dangerous Drug License if the products offered are dangerous (legend) drugs. Enter your Ohio Wholesale Distributor of Dangerous Drugs License Number and Expiration Date below and attach a copy of your Ohio license in the designated area. For more information contact the Ohio State Board of Pharmacy at (614) 466-4143.

Failure to accurately complete this section indicates that the bidder is not appropriately licensed to sell dangerous drugs in the state of Ohio and will result in the bidder being deemed as not responsive.

Please state your Ohio license number: 01- \_\_\_\_\_; license number expiration date: \_\_\_\_\_

(Staple a copy of your current Ohio Wholesale Distributor of Dangerous Drug License here.)

DEA CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE: All bidders must hold a current United States Department of Justice Drug Enforcement Administration (DEA) Controlled Substance Registration Certificate, if the products offered are controlled substances. Enter your DEA Registration Number and Expiration Date below and attach a copy of your DEA Controlled Substance Registration Certificate in the designated area. For more information contact the United States Department of Justice Drug Enforcement Administration, Washington D.C., 20537.

Failure to accurately complete this section indicates that the bidder is not appropriately registered to sell controlled substances to the state of Ohio and will result in the bidder being deemed as not responsive.

Please state your DEA Registration Number: \_\_\_\_\_;

DEA Registration expiration date: \_\_\_\_\_

(Staple a copy of your current DEA Controlled Substance Registration Certificate here.)

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

Each bidder is requested to provide the following notarized information with the bid proposal.

PURCHASE ORDERS AGAINST THIS BID  
SHALL BE MAILED TO:

REMITTANCE ADDRESS AGAINST THIS BID  
SHALL BE MAILED TO:

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY & STATE ZIP CODE

\_\_\_\_\_  
CITY & STATE ZIP CODE

**NOTARIZED CERTIFICATE:** Each bidder shall be required to execute the following Notarized Certificate covering the bid for those items which bidder proposes to furnish. Failure to execute the certificate will result in the bidder being deemed as not responsive.

All ingredients used in the preparation of all drugs, chemicals and pharmaceuticals for which we have rendered bids against this bid/contract are tested regularly by chemical assay, biologically and/or physiologically as required. All ingredients comply with U.S.P. requirements or better. All finished products are assayed chemically, biologically and physiologically as required and meet standards or other applicable standards for identity, strength, quality and purity, including potency and where applicable, content uniformity, disintegration times or dissolution rates. All injectable materials are checked for sterility as required. Our standards meet all the minimum requirements of any applicable regulations of the National Institute of Health or the Food and Drug Administration.

A complete record of control is kept covering our test records of all ingredients as received and all products as manufactured and also a record of chemical, biological, physiological and sterility assays of all finished products with a reference file of samples from the batches tested. As a manufacturer-authorized wholesale/distributor, we have access to the above records and shall provide them to the state of Ohio, upon demand.

\_\_\_\_\_  
Bidder (circle one): Manufacturer or Distributor

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me a notary public, in authority of his office under the by-laws of the above corporation, stated the above certificate is true and correct.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

\_\_\_\_\_  
Notary Public

THE ABOVE FORM MUST BE COMPLETED AND SIGNED AND NOTARIZED

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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. (This number may be increased as necessary.)
- 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 (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 and their corresponding locations.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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.

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.

-----

## SPECIFICATIONS

### I. SCOPE

These specifications cover different types of drugs, vaccines, and pharmaceuticals, as indicated herein, for the Department of Mental Health, Pharmacy Service Center, the Department of Health, and/or any State University. The line items covered for the duration of this contract are listed in the in the "October, 2010 MAC105 Price Schedule/Bid Price Pages", on pages 18 through 39 of this Invitation To Bid. The contract period is 10/01/10 through 03/31/11, unless renewed, terminated, funding expires. This contract may be utilized in the following circumstances or when other similar situations may arise:

- A. Stock Outs
- B. Items not already on a mandatory state term contract (LDC101), related state of Ohio Contracts, or other sources available and allowable to the state of Ohio
- C. Replacement for discontinued items
- D. Replacement relating to FDA issues
- E. Emergencies
- F. Pricing is more favorable than other non-mandatory sources available and allowable to the state of Ohio

### II. APPLICABLE DOCUMENTS

- A. Applicable section(s) of Food, Drug, and Cosmetic Act
- B. Applicable section(s) of the Code of Federal Regulations, Title 21
- C. Applicable section(s) of the Ohio Pure Food, Drug, and Cosmetic Law
- D. Approved Prescription Drug Products, FDA Publication

### III. REQUIREMENTS

- A. Use: All types of pharmaceuticals and chemicals shall be suitable for human medicinal use.
- B. Compliance: Manufacturing firms of the supplied items shall adhere to the most updated regulations under the Federal Food, Drug, and Cosmetic Act, embodied in "Drugs: Current Good Manufacturing Practice in manufacture, processing, packaging, or holding"; and Part 210 and 211, Title 21 Code of Federal Regulations, Food and Drugs.

For all items, with FDA required 'New Drug Applications' or 'Abbreviated New Drug Applications', manufacturers shall hold an NDA or ANDA, which shall be in effect at the time of the bid. Bidders may be required to submit a copy of the NDA or ANDA approval letter or approval number and date of approval before or during the contract award.

- C. Manufacturing Irregularities: The state of Ohio reserves the right to reject any or all products manufactured by a company, which the FDA has found to have significant manufacturing and record-keeping irregularities. Interpretation of the significance designation is the sole responsibility of the state.
- D. Change of Source(s): The successful contractor(s) shall not change, unless approved by the State in writing, the manufacturing source(s) from which they specified in their bid or from the latest written approval by the state. Failure to comply with this requirement may subject the resulted contract to cancellation.
- E. Government Wide Quality Assurance Program (GWQAP): Since the Ohio Department of Mental Health is a participant in the FDA sponsored "Government Wide Quality Assurance Program" (GWQAP), the bidder(s) shall supply the name and address (plant location, i.e. the name of the city and the state) of the manufacturer upon request by the state of Ohio.

SPECIFICATIONS (Cont'd.)

- F. Packing and Labeling: All samples submitted and products received as a result of awards made shall be packaged and labeled in accordance with the best industry practices and shall meet all state and federal regulations for such products including all labeling and imprint requirements of oral solid dosage forms as outlined under section 3715.64 of the Ohio Pure Food, Drug and Cosmetic Law. This includes the tamper resistant packaging requirements for over-the-counter drug products and the manufacturer name and address being printed on the label of all legend (prescription) drugs. For items requested in Unit Dose packaging, each unit dose must be labeled with the product name, lot number and expiration date. The method of packing products for shipment/delivery shall meet the standards of the industry. Random packing or intermixing of multiple products and/or multiple lots within the same shipping carton is not the industry standards. Shipment of multiple lots and loose packaging of drug product may result in "Complaint to Vendor" being issued, and possibly the cancellation of the contract due to noncompliance with contract terms.
- G. Expiration Date: All products must be of current manufacture. The expiration period, if any, shall exceed one (1) year. The state will not accept any drug product that is not labeled with an expiration date unless the product in question is specifically exempted by Federal statute 21 CFR 211.137 (g) and is not commercially available. In the absence of a labeled expiration date the State requires the manufacture date for each product and lot shipped as well as its shelf life. This information shall be submitted with both the packing slip and on the invoice. Vitamin products classified as dietary supplements (which are thereby subject to food, not drug, requirements and exempt from labeling the expiration date) are not acceptable.
- H. Vitamin and/or Mineral Product Formulations: Bidders offering vitamin and/or mineral products containing more than one ingredient shall submit the formulation of the product with their bid. Failure to provide said label may result in the bid being deemed not responsive.
- I. The State's preference on injectable items is vials rather than ampules. If bidder has both available, the bidder shall offer both.
- J. When bidding on oral contraceptives make sure to clearly bid if quote is per cycle or per box.
- K. Reference to Hospital Labeling on Price Pages indicates that packaging must have Hospital, not Retail, Individual Labeling where each dose is labeled with Product Name, Lot Number and Expiration Date.

Key to abbreviations in the text:

|        |            |       |                           |           |              |
|--------|------------|-------|---------------------------|-----------|--------------|
| A =    | Ampule     | L =   | 50                        | T =       | 30           |
| C =    | 100        | M =   | 1000                      | U or UD = | Unit Dose 30 |
| DISP = | Disposable | N =   | 90                        | V =       | Vi           |
| D =    | 500        | P =   | Pint, Plastic, Punch Card | Pkg =     | Package      |
| G =    | Gallon     | S =   | 60 or Syringe             | Unkn =    | Unknown      |
| H =    | 120        | SR =  | Sustained Release         | Z =       | 250          |
| K =    | 300        | SYR = | Syringe                   |           |              |

---

SPECIFICATIONS (Cont'd.)

IV. DOCUMENTATION:

A. MANDATORY WITH BID RESPONSE

1. Page 1, and the "October, 2010 Price Schedule/Bid Price Pages", pages 18 through 39 of the ITB, with all requested information entered. October, 2010 Price Schedule/Bid Price Page(s) not required to be submitted if blank (no bid offers for any of the line item(s) on the page).

Failure to submit the above documents will result in the bidder being deemed not responsive, and no further consideration for award will be given.

B. REQUESTED WITH BID RESPONSE

1. The address form and Notarized Certificate on Page 10
2. Copy of completed Internal Revenue Service (IRS) form W-9, indicating the Taxpayer Identification Number (TIN). A web address to obtain the form is at: <http://www.irs.gov/formspubs/index.html>  
If additional assistance is needed in completing the W-9 form, please contact the IRS at 1-800-829-1040.
3. Certificate of Insurance and copy of current Workers' Compensation Certificate, if applicable (see Supplemental Contract Terms and Conditions, paragraphs S-12 and S-13)
4. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (see Page 2, paragraph D of the Invitation To Bid)
5. Returned Good Policy: All bidders are requested to submit their company's policy on Returned Goods with their bid
6. Affirmative Action Program Verification letter of approval. In accordance with a requirement set forth in the Ohio Revised Code (ORC Section 125.111), bidders must complete filing of an Affirmative Action Plan to the Department of Administrative Services (DAS), Equal Opportunity Division (EOD) prior to award of a contract.

Affirmative Action Program Registration letter of approval: The Affirmative Action Program Verification Form may be renewed or completed and filed online by starting the following web address:  
<http://www.das.ohio.gov/LinkClick.aspx?fileticket=RetjSOXsLe8%3d&tabid=133>

After the registration process, a copy of the letter of approval may be obtained at the following web address:  
<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

Search by entering the company name or TIN, click on the name, and a printable copy of the letter of approval should appear. This letter shows verification of filing of Affirmative Action Plan.

You may call the EOD office at 614-466-8380 to inquire, if needed.

SPECIFICATIONS (Cont'd.)

7. Bid Automobile Liability Checklist (see Page 11 of the Invitation To Bid).
8. Disclosure of Subcontractors / Joint Ventures (see Page 11 of the Invitation To Bid).
9. Copy of Bidder's Ohio Wholesaler Distributor of Dangerous Drug License and DEA Controlled Substance Registration Certificate, as applicable (see Pages 7 through 9).
10. Registration with the Ohio Secretary of State, Charter/Registration Number, if applicable. In accordance with the Standard Contract Terms and Conditions, Article I-29 (see Page 1 of the Invitation To Bid for web link), bidder should be registered with the Ohio Secretary of State, if applicable. Bidder should provide DAS with its proper Secretary of State, Charter/Registration Number prior to award of a contract. Bidder may provide this number on Page 2 of this Invitation to Bid.

Note: The Charter/Registration Number may be verified at the following Web site:

[http://www2.sos.state.oh.us/portal/page?\\_pageid=35,58664,35\\_58678&\\_dad=portal&\\_schema=PORTAL](http://www2.sos.state.oh.us/portal/page?_pageid=35,58664,35_58678&_dad=portal&_schema=PORTAL)

or, by searching through Business Filings in the main SOS web site at: <http://www.sos.state.oh.us>

If documents listed in paragraphs B.1 through B.10 above are not submitted with the bid response, they may be requested during the bid evaluation. If requested during the bid evaluation, documents must be received within seven (7) calendar days of verbal or written request. Failure to provide requested documents by the deadline provided during evaluation may result in the bidder being deemed not responsive.

BID SUBMISSION CHECKLIST

| <u>Submitted</u>         | <u>Submittals required with Bid response</u>   | <u>Page Reference</u> |
|--------------------------|--|-----------------------|
| <input type="checkbox"/> | Bid cover page, signed in blue ink   | Page 1                |
| <input type="checkbox"/> | October, 2010 Price Schedule/Bid Price Pages<br>(Pages where no pricing is submitted need not be returned) | Page 18 through 39    |

| <u>Submitted</u>         | <u>Submittals requested with Bid response</u>  | <u>Page Reference</u> |
|--------------------------|--|-----------------------|
| <input type="checkbox"/> | Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) Form, per Standard (Supplemental) Terms and Conditions Article S-21 | Page 2 (D)            |
| <input type="checkbox"/> | Ohio Wholesaler Distributor License  | Page 9                |
| <input type="checkbox"/> | DEA Controlled Substance Registration Certificate  | Page 9                |
| <input type="checkbox"/> | Purchase Order and Remittance Address  | Page 10               |
| <input type="checkbox"/> | Notarized Certificate  | Page 10               |
| <input type="checkbox"/> | IRS W-9 form   | Page 14               |
| <input type="checkbox"/> | Copy of Returned Goods Policy  | Page 4                |
| <input type="checkbox"/> | Affirmative Action Program Verification Letter of Approval, per Standard Terms and Conditions Article V.I  | Page 14               |
| <input type="checkbox"/> | Ohio Secretary of State, Charter/Registration Number, as applicable, on page 2 of this Invitation to Bid   | Page 15               |
| <input type="checkbox"/> | Automobile Liability Checklist   | Page 11               |
| <input type="checkbox"/> | Disclosure of Subcontractors / Joint ventures  | Page 11               |

(continued on next page)

BID SUBMISSION CHECKLIST

| <u>Submitted</u>         | <u>Submittals requested with Bid response</u>  | <u>Page Reference</u> |
|--------------------------|--|-----------------------|
| <input type="checkbox"/> | Workers' Compensation Certificate and Employer's Liability Insurance *, as applicable, per Standard (Supplemental) Terms and Conditions Article S-12   |                       |
| <input type="checkbox"/> | Commercial General Liability and Endorsements *<br>(Ohio designated as additional insured, blanket waiver of subrogation, insurance shall be primary), per Standard (Supplemental) Terms and Conditions Article S-13 |                       |
| <input type="checkbox"/> | Automobile Liability *, as applicable, per Standard (Supplemental) Terms and Conditions Article S-13   |                       |

\* Submit, when requested, an Acord 25, Marsh MM1, or similar type of certificate from your insurance agent/carrier showing compliance with the required coverage amounts and the proper endorsements, per Articles S-12 and S-13 of the Instructions, Terms and Conditions for Bidding, and Standard Contract Terms and Conditions, Supplemental Contract Terms and Conditions, referenced on Page 1 of this Invitation to Bid.

For the General Liability coverage, the certificate must be endorsed to include: (1) Ohio designated as additional insured, (2) blanket waiver of subrogation, and (3) insurance shall be primary over any other coverage, as specified in Article S-13. After notification by the state, failure to provide the certificate as required may result in the bidder being deemed not responsive.

This checklist is provided solely for the bidder's benefit. Submission of the mandatory/required materials does not guarantee that the bidder will be deemed compliant with all of the specifications and requirements as stated in this bid. Completing this checklist does not absolve the bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this bid.

MONTHLY MAC105 PRICE SCHEDULE CONTRACTORS

| CATEGORY ID NUMBER | AWARDED CONTRACTOR             | MONTHLY MAC105 PRICE SCHEDULE DATED |
|--------------------|--------------------------------|-------------------------------------|
| 51000000           | AMERISOCHI, INC.               | OCTOBER 2010                        |
| 51000000           | ANDA, INC.                     | OCTOBER 2010                        |
| 51000000           | AUBURN PHARMACEUTICAL CO.      | OCTOBER 2010                        |
| 51000000           | CAPITAL WHOLESALE DRUG CO.     | OCTOBER 2010                        |
| 51000000           | DIVERSA MEDICAL SUPPLY         | OCTOBER 2010                        |
| 51000000           | (STILL UNDER EVALUATION)       | OCTOBER 2010                        |
| 51000000           | MASTERS PHARMACEUTICAL, INC.   | OCTOBER 2010                        |
| 51000000           | MERCHANDISE INCORPORATED       | OCTOBER 2010                        |
| 51000000           | (STILL UNDER EVALUATION)       | OCTOBER 2010                        |
| 51000000           | PREMIER MEDICAL SUPPLIES, INC. | OCTOBER 2010                        |
| 51000000           | PRESCRIPTION SUPPLY, INC.      | OCTOBER 2010                        |
| 51000000           | QUEST PHARMACEUTICAL, INC.     | OCTOBER 2010                        |
| 51000000           | (STILL UNDER EVALUATION)       | OCTOBER 2010                        |
| 51000000           | (STILL UNDER EVALUATION)       | OCTOBER 2010                        |
| 51000000           | ROXANE LABORATORIES, INC.      | OCTOBER 2010                        |

THIS PAGE INTENTIONALLY LEFT BLANK





CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT902911-07 (03/31/11)

90

89013  
Diversa Medical Supply, Ltd.  
4695 Ridge Road  
Wadsworth, OH 44281

DELIVERY: 7 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Rick James

Toll Free: (888) 799-0969  
Telephone: (330) 239-0969  
FAX: (330) 239-0972  
E-Mail: rickjames@diversamedicalsupply.com

Contractor's preferred method of receiving purchase orders.: FAX

ITEM ID NO.: 18180 - Freight charges on orders totaling less than \$250.00.



CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT902911-04 (03/31/11)

215

60065  
Premier Medical Supplies, Inc. (EDGE)  
18234 S. Miles Road  
Cleveland, OH 44128

SHIPPED: 7 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Anna Spann

Telephone: (216) 823-2777  
FAX: (216) 823-7168  
E-mail: avspann@premiermedohio.com

Contractor's preferred method of receiving purchase orders.: FAX

ITEM ID NO.: 18183 - Freight charges on orders totaling less than \$250.00.

CONTRACTOR INDEX

**220** CONTRACTOR AND TERMS:  
100570  
Prescription Supply Inc.  
2233 Tracy Rd.  
Northwood, OH 43619-1326

BID CONTRACT NO.: OT902911-03 (03/31/11)  
DELIVERY: 7 Days A.R.O.  
TERMS: Net 30 Days

REMITTANCE ADDRESS:  
Prescription Supply Inc.  
2233 Tracy Rd.  
Northwood, OH 43619

MAIL PURCHASE ORDERS TO: \*  
Prescription Supply Inc.  
Unit D  
11720 Marksberry Lane  
Cincinnati, OH 45249

CONTRACTOR'S CONTACT: William Van Metre

Telephone: (888) 807-2641  
FAX: (513) 353-0538  
E-Mail: wvanmetre@prescriptionsupply.com

\* Contractor's preferred method of receiving purchase orders: FAX

ITEM ID NO.: 18184 - Freight charges on orders totaling less than \$250.00.

**225** CONTRACTOR AND TERMS:  
103238  
Quest Pharmaceuticals, Inc.  
300 E. Chestnut St.  
Murray, KY 42071

BID CONTRACT NO.: OT902911-02 (03/31/11)  
DELIVERY: 7 Days A.R.O.  
TERMS: Net 30 Days

REMITTANCE ADDRESS:  
Quest Pharmaceuticals, Inc.  
P.O. Box 270  
Murray, KY 42071

Toll Free: (800) 455-1248  
Telephone: (270) 759-1248  
FAX: (270) 753-9730  
E-mail: mcappock@questpharmaceuticals.com

CONTRACTOR'S CONTACT: Jill White

Contractor's preferred method of receiving purchase orders: FAX: (616) 844-6957

ITEM ID NO.: 18185 - Freight charges on orders totaling less than \$250.00.

CONTRACTOR INDEX

THIS PAGE INTENTIONALLY LEFT BLANK

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT902911-01 (03/31/11)

255 83974  
Roxane Laboratories, Inc.  
900 Ridgebury Road  
Ridgefield, CT 06877

DELIVERY: 7 Days A.R.O.

TERMS: 2% 30 Days, Net 30

REMITTANCE ADDRESS:  
Roxane Laboratories, Inc.  
PO Box 5845  
Carol Stream, IL 06197-5845

MAIL PURCHASE ORDERS TO: \*  
Roxane Laboratories, Inc.  
Attn: Customer Service  
900 Ridgebury Road  
Ridgefield, CT 06877

CONTRACTOR'S CONTACT: Renate Wolfe, Ext. 52148

Toll Free: (800) 344-4095  
Telephone: (203) 798-9988  
FAX: (203) 837-4744  
E-mail: [renate.wolfe.ext@boehringer-ingelheim.com](mailto:renate.wolfe.ext@boehringer-ingelheim.com)

\* Contractor's preferred method of receiving purchase orders: FAX: 800-520-1666

ITEM ID NO.: 18186 - Freight charges on orders totaling less than \$250.00.

THIS PAGE INTENTIONALLY LEFT BLANK

THIS PAGE INTENTIONALLY LEFT BLANK