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: INFLUENZA VACCINE 2011-2012

CONTRACT No.: OT904411 EFFECTIVE DATES: 01/19/11 to 12/31/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904411 that opened on 12/29/10. 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 Ohio Department of Mental Health, Office of Support Services, 2150 West Broad Street, Columbus, Ohio 43223, and the Ohio Department of Health, 900 Freeway Drive North, Bldg. 8, Columbus, Ohio 43229, 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: _____
Robert Blair, Director Date

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AMENDMENTS TO 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.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies and/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 (i.e. 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.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this bid is provided on page one (1) of the bid. Through the indicated inquiry closure date, bidders may visit the State Procurement website to post bid related questions at <www.ohio.gov/procure>. 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 inquires 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 bid communications, issued by the Ohio Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

DELIVERY AND ACCEPTANCE: Vendor shall acknowledge all purchase orders within seven (7) calendar days after receipt. All merchandise shall be shipped in accordance with required delivery/receipt dates as specifically stated in the purchase order and for store door delivery. Supplies will be delivered to the participating agency, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid. Shipment shall be made to Ohio Department of Mental Health, Office of Support Services, 2150 West Broad Street, Columbus, Ohio 43223 and to the Ohio Department of Health, 900 Freeway Drive North, Bldg. 8, Columbus, Ohio 43229, unless otherwise indicated herein. Delivery quantities and dates may be adjusted by mutual agreement between the Agency and Contractor. 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.

For Item Numbers 210-80-1359V-DS and 210-80-1360V-DS only, the following exceptions to the above Delivery and Acceptance terms and conditions shall apply: As indicated on the purchase order issued by the Ohio Department of Health (ODH), supplies will be delivered to among approximately 250 dispensing provider office locations within the state of Ohio. Delivery quantities, dates, and locations may be adjusted by mutual agreement between the ODH and Contractor. The ODH shall reserve the right to adjust the delivery location of the purchase order before shipment occurs. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the receiving dispensing provider, or the ODH, 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.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS (Cont'd.)

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will multiply the unit cost by the estimated usage specified in the bid for each line item to arrive at a total for each line item. If the estimated usage is unknown, then one (1) will be used as the estimated usage, for calculation purposes only.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item, meeting all bid specifications and requirements listed herein.

FIRM FIXED-PRICE CONTRACT: The contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

USAGE REPORTS: Every six (6) 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.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five ($25.00) dollars. The minimum dollar value any of 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 three hundred ($300.00) dollars.

OHIO LICENSE: All bidders must hold a current Ohio Wholesale Distributor of Dangerous Drug License if the products offered are dangerous (legend) drugs. Failure to list a current Ohio Wholesale Distributor of Dangerous Drug License on Page 10 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.

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 five (5) business 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.

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. The State may elect to participate in any Centers for Disease Control (CDC) contract that may be available to the Ohio Department of Health, 900 Freeway Drive North, Bldg. 8, Columbus, Ohio 43229.

PLACEMENT OF ORDERS: Purchase orders for any item(s) listed in a contract awarded pursuant to this bid will be placed directly with the successful contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

RETURN GOODS: All bidders are requested to submit their company's policy on Returned Goods with their bid.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS (Cont'd.)

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION:

A. Scope: The State of Ohio, Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Health and the Ohio Department of Mental Health, is seeking bids for Influenza Vaccines, 2011-2012 year (influenza season). Products shall be delivered FOB destination, prepaid, as specified in the paragraph, "Delivery and Acceptance." This procurement of Influenza Virus Vaccine shall be compliant with the specifications and requirements listed herein. The term of any contract issued pursuant to this ITB shall be approximately eleven (11) months from January 19, 2011 through December 31, 2011.

B. Classification

1. Influenza Virus Vaccine, Inactivated, Trivalent Split, to include the Antigens as formulated in accordance with the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year. This type also known as TIV.

2. Influenza Virus Vaccine Live Attenuated, Intranasal Spray, to include the Antigens as formulated in accordance with the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year. This type also known as LAIV.

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, ORC Chapter 3715

D. Approved Drug Products with Therapeutic Equivalence Evaluations (Orange Book), FDA Publication

III. REQUIREMENTS

A. Products

1. Influenza Virus Vaccine, Inactivated, Trivalent Split, Adult Formulation, licensed for administration to ages 6 months and over, to include the Antigens as formulated in accordance with the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET), in Non-Returnable, 10-Dose, 5 ml Vials.
Item Number #210-80-1359 V.

SPECIFICATIONS ((Cont'd.)

2. Influenza Virus Vaccine, Inactivated, Trivalent Split, Adult No Preservative Formulation, licensed for administration to ages 36 months and over, to include the Antigens as formulated in accordance with the recommendations of the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET), in Single-Dose, 0.5 ml Pre-Filled Syringes (packaged in boxes of 10 Pre-Filled Syringes / box).
   Item Number #210-80-1359 S.

3. Influenza Virus Vaccine, Inactivated, Trivalent Split, Adult No Preservative Formulation, licensed for administration to ages 18 years and over, to include the Antigens as formulated in accordance with the recommendations of the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET), in Single-Dose, 0.5 ml Pre-Filled Syringes (packaged in boxes of 5 or 10 Pre-Filled Syringes / box).
   Item Number #210-80-1360 S.

4. Influenza Virus Vaccine, Inactivated, Trivalent Split, Adult Formulation, licensed for administration to ages 18 years and over, to include the Antigens as formulated in accordance with the recommendations of the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET), in Non-Returnable, 10-Dose, 5 ml Vials.
   Item Number #210-80-1360 V.

5. Influenza Virus Vaccine, Inactivated, Trivalent Split, Adult Formulation, licensed for administration to ages 4 years and over, to include the Antigens as formulated in accordance with the recommendations of the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET), in Non-Returnable, 10-Dose, 5 ml Vials.
   Item Number #210-80-1361 V.

6. Influenza Virus Vaccine, Inactivated, Trivalent Split, Adult Preservative Free Formulation, licensed for administration to ages 4 years and over, to include the Antigens as formulated in accordance with the recommendations of the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET), in Single-Dose, 0.5 ml Pre-Filled Syringes (packaged in boxes of 10 Pre-Filled Syringes / box).
   Item Number #210-80-1361 S.

7. Influenza Virus Vaccine, Inactivated, Trivalent Split, Pediatric No Preservative Formulation, licensed for administration to ages 6 – 35 months, to include the Antigens as formulated in accordance with the recommendations of the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET), in Single-Dose, 0.25 ml Pre-Filled Syringes (packaged in boxes of 10 Pre-Filled Syringes / box).
   Item Number #210-80-1359.

SPECIFICATIONS ((Cont'd.)

8. Influenza Virus Vaccine, Live Attenuated, Intranasal Spray, licensed for administration to ages 2-49 years, to include the Antigens as formulated in accordance with the recommendations of the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET), in Single-Use, 0.2 ml Sprays (packaged in boxes of 10 Single-Use Sprays / box).
   Item Number #210-80-1361.

9. Influenza Virus Vaccine, Inactivated, Trivalent Split, Adult Formulation, licensed for administration to ages 6 months and over, to include the Antigens as formulated in accordance with the recommendations of the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET), in Non-Returnable, 10-Dose, 5 ml Vials. Directly shipped to dispensing provider offices within Ohio.
   Item Number #210-80-1359V-DS.

10. Influenza Virus Vaccine, Inactivated, Trivalent Split, Adult Formulation, licensed for administration to ages 18 years and over, to include the Antigens as formulated in accordance with the recommendations of the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET), in Non-Returnable, 10-Dose, 5 ml Vials. Directly shipped to dispensing provider offices within Ohio.
    Item Number #210-80-1360V-DS.

11. Influenza Virus Vaccine, Inactivated, Trivalent Split, Adult High-Dose Preservative Free Formulation, licensed for administration to ages 65 years and over, to include the Antigens as formulated in accordance with the recommendations of the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET), in Single-Dose, 0.5 ml Pre-Filled Syringes (packaged in boxes of 10, or less, Pre-Filled Syringes / box). (Example: Sanofi Pasteur Fluzone High-Dose, or equivalent).
    Item Number #210-80-1358 S.

B. Use: All types of pharmaceuticals and chemicals, as listed herein, shall be suitable for human medicinal use.

C. 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.

D. Change of Source(s): The successful bidder(s) shall not change, unless approved by the State in writing, the manufacturing source(s) from which they specified in their bid. Failure to comply with this requirement may subject the resulted contract to cancellation.

SPECIFICATIONS ((Cont'd.)

E. Special Charges: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid. The contractor must provide merchandise/service in unit quantity(s) as indicated in the bid/bid response/contract.

F. Return Goods: All bidders are requested to submit their company's policy on Returned Goods with their bid.

IV. CONTRACTOR QUALIFICATIONS

A. Authorized Distributor: If the bidder is not the manufacturer of the product offered, the bid response should include a letter from the manufacturer, on manufacturer's letterhead, that the bidder is authorized to represent the manufacturer in this bid effort. The letter must guarantee that all requirements of this bid will be supported by the manufacturer to include, at least as a minimum: delivery of product within the specified time frame, proper handling and quality of product delivered, and compliance with all bid specifications.

B. 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 to this page. 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: _____

License number expiration date: _____

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

SPECIFICATIONS (Cont'd.)

V. DOCUMENTATION:

A. MANDATORY WITH BID RESPONSE

1. Page 1 with original, authorized signature and requested information entered.

2. Pages 15 through 18 of the ITB with all requested information entered. Item Price Page(s) not required to be submitted if blank (no bid offer for any item(s) on the page.

3. To receive Ohio preference, Page 2 must be completed and submitted with the bid response.

Failure to submit the above documents (with the exception of page 2 and any blank Item Price Pages) will deem the bid 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 11

2. Bidders responding to this ITB must be authorized dealers or manufacturers of the products they are bidding. Bidders should submit, with the ITB submittal, certification attesting that they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized manufacturer's representative.

3. Descriptive literature or manufacturer's specification sheets or correct NDC numbers, describing each item being offered, should be submitted with the ITB submittal. Specification sheets should be labeled with the name of the manufacturer, the NDC number, description, indications, and the number of the item bid corresponding to the line item of the item on the Item Price Pages 15 through 18 of this ITB.

4. 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, you may contact the IRS at 1-800-829-1040.

5. Certificate of Insurance and copy of current Workers' Compensation Certificate (see Supplemental Contract Terms and Conditions, paragraphs S-12 and S-13)

6. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (see Page 2, paragraph D of the Invitation To Bid)

7. Returned Good Policy: All bidders are requested to submit their company's policy on Returned Goods with their bid

8. 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=RetjS0XsLe8%3d&tabid=133

SPECIFICATIONS (Cont'd.)

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.

9. Bid Automobile Liability Checklist (see Page 12 of the Invitation To Bid).

10. Disclosure of Subcontractors / Joint Ventures (see Page 12 of the Invitation To Bid).

11. Bidders should complete and submit with their ITB the Bidder Disclosure Statements on Page 13 of this ITB.

12. Copy of Bidder's Ohio Wholesaler Distributor of Dangerous Drug License (see Page 8).

13. Registration with the Ohio Secretary of State, Charter/Registration Number. In accordance with the Standard Contract Terms and Conditions, Article I-29, bidder should be registered with the Ohio Secretary of State, as applicable. Bidder may provide this number on Page 2 of the bid, or in a separate document such as a printout obtained through the following Web site. The Charter/Registration Number may be verified 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.13 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 will deem your bid not responsive and no further consideration for award will be provided.

SPECIFICATIONS (Cont'd.)

Each bidder is requested to provide the following 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

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.

_____
Manufacturer or Bidder

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

SPECIFICATIONS (Cont'd.)

Automobile Liability Insurance Requirements and Checklist:

AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST - Reference: Supplemental Contract Terms & Conditions, Page 10, Paragraph S-13.:

Automobile Liability - Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker, or Subcontractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

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.

Disclosure of Subcontractors/Joint Ventures :

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.,): Bidders seeking to enter into a supplies contract shall disclose the following:

List names of subcontractors who will be performing work under the Contract. (Use additional sheets if necessary)

_____ _____

_____ _____

By the signature affixed to Page 1 of this Invitation to Bid (ITB), 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.

SPECIFICATIONS (Cont'd.)

BIDDER DISCLOSURE STATEMENTS: The Bidder must provide a declarative (yes/no) answer, below, regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the Contract, and the best interests of the State. Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A	Has the Bidder and/or subject company had a contract cancelled for default or cause?		
B	Has the Bidder and/or subject company been assessed any penalties including liquidated damages, under any of its existing or past contracts with any organization or governmental entity?		
C	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?		
D	Has trading in the stock of the subject company ever been suspended? Give date and explanation.		
E	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?		
F	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?		
G	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company been convicted of a felony or is currently under indictment on any felony charge?		
H	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company had a finding for recovery action issued by the Ohio Auditor of State for a sum of funds due the state of Ohio?		

By the signature affixed to Page 1 of this Invitation to Bid (ITB), Bidder hereby certifies that the above information is true and accurate. This form should be completed and returned as part of the bid response.

If this document is not provided with the ITB submittal, the Bidder will have five (5) business days after request / notification by the Office of Procurement Services to do so, and this Disclosure Statement document must attached to a signed cover letter, on official company letterhead, with reference to the Bid Number from Page 1 of this ITB. Bidder or Authorized Agent must also sign and date, below, if this form was not submitted with the Bid response. Failure of the Bidder to furnish the said information either as part of their ITB submittal, or within the time specified herein, may deem the Bidder not responsive.

_____

Signature of Bidder or Authorized Agent Date

SPECIFICATIONS (Cont'd.)

BID UNIT PRICE: Bid prices in the Item Price Page(s) will be per dose. Although the Unit Quantity/package size may vary among items, all bid prices offered by the bidders shall be for one (1) dose including Federal Excise Tax (FET). The purpose for this is to simplify bidding and to eliminate pricing errors. Any contract resulting from this ITB will reflect the correct unit quantity size(s) and corresponding pricing.

Bidders shall indicate on the Item Price Pages, all of the items they are offering in their Bid submission by indicating the Item Offered, Manufacturer Name and Plant Location, Unit (if applicable), N.D.C. Number, and Price Per Dose, including Federal Excise Tax for each item bid in the columns so labeled. Only prices entered in the Item Price Pages shall be valid, and shall be complete including Federal Excise Tax, and no other prices, attachments, or charges will be considered.

PRICE SCHEDULE

ITEM I.D. NO. REFERENCE NO.	ITEM REQUESTED	ITEM OFFERED	MANUFACTURER NAME AND PLANT LOCATION	UNIT SIZE	UNIT QTY.	N.D.C. NUMBER	** PRICE/UNIT
12915 210-80-1359 V	Influenza Virus Vaccine, Trivalent Split, Adult Formulation, licensed for administration to ages 6 months and over, to include the Antigens as formulated in accordance with the CDC, prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET).	Fluzone Influenza Virus Vaccine	Contractor: Sanofi Pasteur Mfg: Sanofi Pasteur, Swiftwater, PA	10 Dose 5 ml	Each Vial	49281-0388-15	$ 106.81
12924 210-80-1359 S	Influenza Virus Vaccine, Trivalent Split, Adult No Preservative Formulation, licensed for administration to ages 36 months and over, to include the Antigens as formulated in accordance with the CDC, prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET).			Single Dose 0.5 ml	10 Syr./ Box		STILL UNDER EVALUATION

** Price includes Federal Excise Tax (FET) at a rate of $0.75 per dose.

PRICE SCHEDULE

ITEM I.D. NO. REFERENCE NO.	ITEM REQUESTED	ITEM OFFERED	MANUFACTURER NAME AND PLANT LOCATION	UNIT SIZE	UNIT QTY.	N.D.C. NUMBER	** PRICE/UNIT
12925 210-80-1360 S	Influenza Virus Vaccine, Trivalent Split, Adult No Preservative Formulation, licensed for administration to ages 18 years and over, to include the Antigens as formulated in accordance with the CDC, prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET).			Single Dose 0.5 ml	(TBD): _____ Syr./ Box		STILL UNDER EVALUATION
1693 210-80-1360 V	Influenza Virus Vaccine, Trivalent Split, Adult Formulation, licensed for administration to ages 18 years and over, to include the Antigens as formulated in accordance with the CDC, prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET).			10 Dose 5 ml	Each Vial		STILL UNDER EVALUATION
12927 210-80-1361 V	Influenza Virus Vaccine, Trivalent Split, Adult Formulation, licensed for administration to ages 4 years and over, to include the Antigens as formulated in accordance with the CDC, prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET).	Fluzone Influenza Virus Vaccine	Contractor: Sanofi Pasteur Mfg: Sanofi Pasteur, Swiftwater, PA	10 Dose 5 ml	Each Vial	49281-0388-15	$ 106.81

** Price includes Federal Excise Tax (FET) at a rate of $0.75 per dose.

PRICE SCHEDULE

ITEM I.D. NO. REFERENCE NO.	ITEM REQUESTED	ITEM OFFERED	MANUFACTURER NAME AND PLANT LOCATION	UNIT SIZE	UNIT QTY.	N.D.C. NUMBER	** PRICE/UNIT
6696 210-80-1361 S	Influenza Virus Vaccine, Trivalent Split, Adult Preservative Free Formulation, licensed for administration to ages 4 years and over, to include the Antigens as formulated in accordance with the CDC, prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET).			Single Dose 0.5 ml	10 Syr./ Box		STILL UNDER EVALUATION
1694 210-80-1359	Influenza Virus Vaccine, Trivalent Split, Pediatric No Preservative Formulation, licensed for administration to ages 6 – 35 months, to include the Antigens as formulated in accordance with the CDC, prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET).	Fluzone Influenza Virus Vaccine	Contractor: Sanofi Pasteur Mfg: Sanofi Pasteur, Swiftwater, PA	Single Dose 0.25 ml	10 Syr./ Box	49281-0111-25	$ 128.38
12926 210-80-1361	Influenza Virus Vaccine Live, Intranasal Spray, licensed for administration to ages 2-49 years, to include the Antigens as formulated in accordance with the CDC, prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET).			Single Use Spray 0.2 ml	10 Sprays / Box		STILL UNDER EVALUATION

** Price includes Federal Excise Tax (FET) at a rate of $0.75 per dose.

PRICE SCHEDULE

ITEM I.D. NO. REFERENCE NO.	ITEM REQUESTED	ITEM OFFERED	MANUFACTURER NAME AND PLANT LOCATION	UNIT SIZE	UNIT QTY.	N.D.C. NUMBER	** PRICE/UNIT
15817 210-80-1359V-DS	Influenza Virus Vaccine, Trivalent Split, Adult Formulation, licensed for administration to ages 6 months and over, to include the Antigens as formulated in accordance with the CDC, prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET), directly shipped to dispensing provider offices within Ohio.	Fluzone Influenza Virus Vaccine	Contractor: Sanofi Pasteur Mfg: Sanofi Pasteur, Swiftwater, PA	10 Dose 5 ml	Each Vial	49281-0388-15	$ 106.81
(TBD) 210-80-1360V-DS	Influenza Virus Vaccine, Trivalent Split, Adult Formulation, licensed for administration to ages 18 years and over, to include the Antigens as formulated in accordance with the CDC, prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET), directly shipped to dispensing provider offices within Ohio.			10 Dose 5 ml	Each Vial		STILL UNDER EVALUATION
(TBD) 210-80-1358 S	Influenza Virus Vaccine, Trivalent Split, Adult High-Dose Preservative Free Formulation, licensed for administration to ages 65 years and over, to include the Antigens as formulated in accordance with the recommendations of the Centers for Disease Control and Prevention (CDC), prevention and control of Influenza, recommendations of the Advisory Committee on Immunization Practices (ACIP) for the 2011-2012 year, including Federal Excise Tax (FET). (Example: Sanofi Pasteur Fluzone High-Dose, or equivalent).	Fluzone High-Dose Influenza Virus Vaccine	Contractor: Sanofi Pasteur Mfg: Sanofi Pasteur, Swiftwater, PA	Single Dose 0.5 ml	10 Syr./ Box	49281-0389-65	$ 272.50

** Price includes Federal Excise Tax (FET) at a rate of $0.75 per dose.

CONTRACTOR INDEX

CONTRACTOR AND TERMS

131828
Sanofi Pasteur Inc.
Discovery Drive
Swiftwater, PA 18370

REMITTANCE ADDRESS:
Sanofi Pasteur Inc.
12458 Collections Center Drive
Chicago, IL 60693

CONTRACTOR'S CONTACT: Jill Bingham

BID/CONTRACT REFERENCE # (Sanofi Pasteur): - 421231

BID CONTRACT NO.: OT904411-1 (12/31/11)

DELIVERY: Acknowledge within 7 Days ARO

TERMS: 2%,30 Days, Net 31 Days

Toll Free: (800) 822-2463
Telephone: (570) 957-3486
FAX: (570) 957-3272

E-mail: jill.bingham@sanofipasteur.com

Contractor's preferred method of receiving purchase orders: Web site or phone: SEE NOTE BELOW

NOTE: Orders (reservations) may placed by phone with Customer Account Management, 1-800-822-2463, or
Additional savings may be available for orders placed through Sanofi Pasteur's website at: www.vaccineshoppe.com.
Sanofi Pasteur Inc.'s Bid/Contract Number: #421231.
Orders must be placed no later than March 31, 2011.
Each facility will receive confirmation of receipt of their orders via E-mail or fax within 72 hours.

ITEM ID NO.: 4474 - Freight charges on orders totaling less than $300.00.