

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

REQUIREMENTS CONTRACT: TOTAL PARENTERAL NUTRITION (TPN) INTRAVENOUS PRODUCTS AND ANCILLARY SUPPLIES

CONTRACT No.: RS904608

EFFECTIVE DATES: 06/30/08 to 05/31/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS904608 that opened on 05/16/08. 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 all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, 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:

Michael S. Shaw, CPPB
michael.shaw@das.state.oh.us

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



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

Signed: _____ Date _____
Hugh Quill, Director

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Special Contract Terms and Conditions	3-6
Amendments to Contract Terms and Conditions	3
Specification Questions	3
Mandatory/Required Submissions	3
Multiple Award Contract	3
Established Business	3
Descriptive Literature	3
Product Samples	3
Exceptions	4
Evaluation	4
Contract Award	4
Special Conditions	4
Incurred Costs	4
Transportation Charges	4
Special Charges	4
Delivery and Acceptance	4
Timeliness of Delivery	4
Liquidated Damages	4
Fixed-Price with Cost Adjustment	4
Fixed-Price with Economic Adjustment	5
Temporary Fuel Adjustment	5
Cooperative Purchasing Contract	5
Contractor Quarterly Sales Report	6
Contractor Revenue Share	6
Usage Reports	6
Specifications and Requirements	7-10
I. Scope	7
II. Contractor Qualifications and Experience	7
III. Product Requirements	8
IV. Product Packaging	9
V. Product Delivery	9
VI. Invoicing Procedures	9
VII. Bid Response Submittal	10
<u>CONTRACT ITEMS</u>	
Price Schedules	11-13
Contractor Index	14

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: 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 Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid Number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded. 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 Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the Bid Response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the Bid Response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive and the Bid Response will be immediately disqualified with no further consideration given for potential awarding of the Contract.

For specific submission requirements, Bidders should refer to Specifications and Requirements and the Bid Submission Check List for a listing of those mandatory submissions due with the Bid Response and those other submissions that should be submitted with the Bid Response, but which do not become mandatory until requested during the Bid evaluation period.

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.

ESTABLISHED BUSINESS: To be considered responsive, the Bidder must, at the time of Bid submission be an established business firm with all required licenses, bonds, facilities, equipment and trained personnel necessary to perform the work in this Bid. Documented proof may be required upon request by the Office of Procurement Services.

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 five (5) business 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.

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 five (5) business 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.

SPECIAL CONTRACT TERMS AND CONDITIONS

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the Bidder's Response. Exceptions will not disqualify a Bidder's Response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal Bid Responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid Response. The State will require the Bidder to retract any intolerable exceptions in order to remain in consideration for award.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will review every Bid Response to insure that the Bidder has properly responded to all of the requirements of the Bid.

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

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.

INCURRED COSTS: The State is not liable for any costs incurred by the Bidder prior to issuance of a Contract.

TRANSPORTATION CHARGES: The Contractor will be responsible for all transportation charges incurred in the delivery of materials and/or services specified in this Bid and resulting Contract.

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.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

TIMELINESS OF DELIVERY: All orders will be placed with the expectation of delivery as prescribed in the purchase order. The Contractor shall acknowledge the purchase order and verify the anticipated delivery date. If, for any reason, the verified delivery date differs from the date on the purchase order, the Contractor must notify the issuing agency and receive their agreement to the date change in writing. Merchandise delivery that exceeds the agreed upon delivery date may be subject to recovery of damages. Reference Liquidated Damages and Section V, Performance Agreement.

LIQUIDATED DAMAGES: In the event that an awarded Contractor fails to perform within the timeframe specified by the Contract and/or purchase order, the agency will contact the Contractor to determine when the purchase order will be fulfilled. If the Contractor cannot fulfill the purchase order requirements within a timeline acceptable to the agency, the agency may procure like-kind supplies/services from another resource and invoice the Contractor for the full additional amount charged by the third party provider. Invoices for said liquidated damages must be deducted from subsequent Contractor invoices prior to payment by the agency.

Under these damage recovery provisions, the agency may: (1) elect to procure any portion of the original order from another source; and/or (2) charge the Contractor for any difference in cost for the service/merchandise procured; and/or (3) cancel any portion of the original order without Contractor penalty. Also reference Supplemental Contract Terms and Conditions, Article S-9, Time of Delivery, and Standard Contract Terms and Conditions, Section II, Contract Remedies.

FIXED-PRICE WITH COST ADJUSTMENT: During the life of the Contract, there may be a new catalog published and/or price list thereto. In this event, it will be necessary for the Contractor to supply the Office of Procurement Services with one (1) copy of each as applicable. Pricing contained in the new catalog and/or price list will become effective thirty (30) days after receipt of notice by the Office of Procurement Services. Thereafter, state agencies may obtain the new catalog and/or price list from the Contractor.

SPECIAL CONTRACT TERMS AND CONDITIONS

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract prices(s) will remain firm for the first six (6) months duration of the Contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the Contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

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. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. 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 quarterly 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 Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

TEMPORARY FUEL ADJUSTMENT: No request for a temporary fuel adjustment may be requested for the first six (6) months duration of the Contract. Thereafter, should a statewide or national increase in the cost of fuel occur, that is greater than 20% of the cost for fuel in place at the time of Contract award, the Contractor may petition DAS to increase the Contract price(s). The Contractor will be required to provide a cost breakdown of each item to indicate the portion of their product cost that is attributed to fuel. If approved, the Contractor will be permitted to adjust the price(s) by the exact amount of the fuel increase. The increase will be effective seven (7) calendar days after approval. Future requests for fuel cost adjustment will be considered in six (6) month intervals, for the duration of the Contract, under the above conditions. Should a statewide or national decrease in the cost of fuel occur, that is greater than 20% of the cost of fuel at the time of Contract award or approved increase, the Contractor will advise Procurement Services of said decrease and the Contract will be adjusted accordingly. Said decrease will become effective seven (7) calendar days after notification. Failure of the Contractor to notify Procurement Services of a decrease will be considered as a default and the Contractor will be responsible to reimburse the state for any overpayments. Said increases or decreases will be effective on all orders placed on or after the approval date of the adjustment.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies, if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (i.e. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The Contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Ohio Treasurer Richard Cordray and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

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: Michael S. Shaw.

These reports are in addition to any other reports required by the agency.

SPECIFICATIONS AND REQUIREMENTS
FOR
TOTAL PARENTERAL NUTRITION

I. SCOPE OF WORK

The purpose for these specifications is to secure the services of qualified contractors to provide total parenteral nutrition (TPN) products to state of Ohio agencies and authorized members of the State's Cooperative Purchasing Program from June 01, 2008 through May 31, 2011. TPN products will include basic formula and supplemental additives and medications as required by a doctor's prescription. In addition, Bidders may also offer any ancillary items, additives, or medications deemed complimentary to providing a complete TPN product offering.

It is not possible to estimate the future annual usage of this Contract by all state agencies and/or authorized political subdivisions. Currently, known usage is restricted to the Ohio Department of Rehabilitation and Correction, Corrections Medical Center, 1990 Harmon Avenue, Columbus, OH 43223. The typical usage for the facility is for TPN products to sustain four (4) patients, two of whom will be lifelong users.

In addition, the State operates more than sixty (60) residential care facilities under the direction of the Ohio Departments of Rehabilitation and Correction, Youth Services, Mental Health, and Mental Retardation and Developmental Disabilities. On an as needed basis, TPN therapy may be required for any inmate or patient at any of the State facilities.

All future usage figures are estimates and the actual annual usage may be substantially more or less than the estimates given. The State is not responsible for any deviation between the usage estimates and the actual usages.

II. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

A. Contractor's Qualifications

The Contractor shall meet the following requirements:

1. The Contractor shall be in compliance with USP 797 Standard 2008: Pharmaceutical Compounding – Sterile Preparations, or its latest revision. Reference www.usp.org/pdf/en/uspnf/generalchapter797.pdf.
2. The Contractor shall maintain all applicable Federal, State and local licenses, permits, and certifications to prepare and distribute TPN products, prescription medications, and supplemental additives.
3. The Contractor shall employ only properly credentialed individuals to prepare TPN fluid bags according to the physician prescription orders that accompany the agency purchase order.
4. The State shall accept the Contractor's signature on the Bid cover page of the Bid response that the Contractor is in full compliance with Section II, Items A1 thru A3 as listed above.
5. Copies of all applicable corporate licenses, permits, and certifications and employee credentials should be provided with the Bid Response or within five (5) working days of request by the State.

B. Contractor's Experience

The Contractor should provide a corporate profile with the Bid Response or within five (5) working days of request by the State. At a minimum, the corporate profile should address:

1. Status of the company as to being registered with the Ohio Secretary of State to do business in the state of Ohio as a corporation, partnership, association, or sole proprietorship;
2. Length of time in business;
3. Corporate growth and stability;
4. Capacity to accept new business; and
5. Three client references that also describes the products, quantity, and frequency of delivery.

SPECIFICATIONS AND REQUIREMENTS
FOR
TOTAL PARENTERAL NUTRITION

III. PRODUCT REQUIREMENTS

- A. The base TPN formula shall include Sterile Water plus Dextrose, Amino Acids, and Fat Emulsions in a standard 65/20/15 GM/L ratio, or as prescribed by the attending physician.
- B. Supplements shall be added by the pharmacist in the dose prescribed by the attending physician. Such supplements may include, but are not limited to:
 - 1. Sodium Chloride
 - 2. Sodium Acetate
 - 3. Sodium Phosphate
 - 4. Potassium Chloride
 - 5. Potassium Acetate
 - 6. Potassium Phosphate
 - 7. Multivitamins
 - 8. Trace Elements
 - 9. Magnesium Sulfate
 - 10. Calcium Gluconate
 - 11. Phytonadione
- C. As applicable, medications shall be added by the pharmacist in the dose prescribed by the attending physician or the required dose shall be packaged with the TPN bag for mixing on site at the time of infusion. Such medications may include, but are not limited to:
 - 1. Regular Insulin
 - 2. H2 Blocker (Famotidine)
 - 3. Zinc Sulfate
 - 4. Selenium
 - 5. Iron Dextran
 - 6. Folic Acid
 - 7. Thiamine
- D. Unless otherwise directed by the prescription order, the Contractor shall utilize generic drug products whenever available.
- E. Laboratory results will accompany each prescription and purchase order. The Contractor is encouraged to both verify the prescription and make treatment recommendations based on the laboratory results.
- F. Product must have not less than a seven day refrigerated shelf life from the date of compounding.

SPECIFICATIONS AND REQUIREMENTS
FOR
TOTAL PARENTERAL NUTRITION

IV. PRODUCT PACKAGING

- A. Product will be available in one, two, and three liter bags.
- B. Product will be delivered in bag type compatible with the tubing and infusion pump system in use at the ordering facility.

V. PRODUCT DELIVERY

- A. Order placement shall be by fax from the requesting agency. The physician's prescription and most recent laboratory test results will accompany the purchase order.
- B. Orders will be delivered to the requesting agency within twelve hours of order placement and/or not to exceed by 10:00 AM of the next business day.
- C. For patients being released from hospital confinement, verification of product availability and pending delivery will be made prior to the patient's release to the agency facility.
- D. The number of units ordered will vary between three (3) and four (4) units per patient, per purchase order, as determined by the patient's frequency of laboratory work and the frequency of changes to the patient TPN prescription orders. Historically, most patients will have laboratory work performed at least twice weekly.
- E. Product will be maintained in a refrigerated/cold state from the time of compounding until delivered to the ordering facility.

VI. INVOICING PROCEDURES

- A. The Contractor's invoice must include at a minimum:
 - 1. Inmate/patient name for whom the product was prepared.
 - 2. Delivery date.
 - 3. Number of units delivered.
 - 4. Breakdown of the delivered product:
 - a. TPN base solution compound: ratio of Dextrose/Amino Acid/Fat Emulsions in GM/L.
 - b. Supplements: in MEQ/L or appropriate dosage annotation.
 - c. Medications: in mg/d or appropriate dosage annotation.
- B. Charges for supplements and medications shall be calculated according to the specified percentage markup of the Average Wholesale Price (AWP). AWP shall be derived from the First Data bank Index as listed in the most recently published and available edition.
- C. The Contractor shall indicate on their Bid Response whether ancillary costs are included into the cost of the TPN base solution bag. If not included, these additional charges may be invoiced. Such additional charges must be specified on the Bid Response and may include, but are not limited to:
 - 1. Standard intravenous solution bag.
 - 2. Pharmacy compounding charges.
 - 3. Transportation charges.

SPECIFICATIONS AND REQUIREMENTS
FOR
TOTAL PARENTERAL NUTRITION

VII. BID RESPONSE SUBMITTAL

- A. The Contractor should complete the Bid Price Page as part of their Bid Response.
- B. The Contractor may submit a copy of their standard order form for inclusion into the Contract document.
- C. The Contractor should establish the AWP cost plus percentage for all components of the TPN solution. This may be done as a single AWP markup percentage or may be broken down by class of product used in the compounding of the TPN solution.
- D. The State will also accept flat rate pricing for the basic compounded TPN solution bag.
- E. The Contractor may also submit pricing for ancillary items, additives, or medications deemed complimentary to providing a complete TPN product offering. Such items may include, but are not limited to: tubing sets, infusion pumps, and other supplements and pharmaceuticals that may be suitable for such intravenous therapy. This may be done as a single AWP markup percentage or may be broken down by class of product used in the compounding of the TPN solution. Non AWP referenced products may be offered as discount from published price list.

PRICE SCHEDULE

CONTRACTOR: CHOICE PHARMACY SERVICES

ITEM DESCRIPTION	ONE LITER BAG	TWO LITER BAG	THREE LITER BAG
BASIC TPN SOLUTION	(1) \$ 150.00 PER BAG	(1) \$ 225.00 PER BAG	(1) \$ 275.00 PER BAG
(3) SUPPLEMENTS	INCLUDED IN BAG PRICE	INCLUDED IN BAG PRICE	INCLUDED IN BAG PRICE
(2) (3) MEDICATIONS	0.872% AWP COST PLUS \$3.70	0.872% AWP COST PLUS \$3.70	0.872% AWP COST PLUS \$3.70
PHARMACIST COMPOUNDING FEE	NO CHARGE PER BAG	NO CHARGE PER BAG	NO CHARGE PER BAG
TRANSPORTATION CHARGE	NO CHARGE PER BAG	NO CHARGE PER BAG	NO CHARGE PER BAG

THE CONTRACTOR MAY LIST OTHER ITEMS AND THE APPROPRIATE PRICING; REFERENCE SECTION VII, ITEM E.

NOTICE:

Choice Pharmacy Services will offer, to the State of Ohio, all pharmaceutical products normally stocked at Ohio pharmacies, including, but not limited to, oral solids, liquids, topicals, intravenous supplies, etc. at the quoted Medications pricing of "AWP minus 12.8% plus \$3.70".

Reference Bid Attachment One, Page 18, and indicate your service area, either by Bid District or by specific county.

YES/NO	DISTRICT	YES/NO	DISTRICT	YES/NO	DISTRICT	YES/NO	DISTRICT
YES	1	YES	4	YES	7	YES	10
YES	2	YES	5	YES	8	YES	11
YES	3	YES	6	YES	9	YES	12

Service is limited to the following counties:

All Ohio Counties		

- (1) Flat rate pricing for basic compounded TPN solution bag.
- (2) Medication pricing, aka Home Adds, is AWP minus 12.8% plus \$3.70.
- (3) Page 8, Section III, Part B, Item 7: multivitamin is a medication for mixing on site at the time of infusion and is not a supplement.

PRICE SCHEDULE

CONTRACTOR: UNIVERSITY OPTIONCARE

ITEM DESCRIPTION	ONE LITER BAG	TWO LITER BAG	THREE LITER BAG
BASIC TPN SOLUTION	\$ 125.00 PER BAG	\$ 130.00 PER BAG	\$135.00 PER BAG
SUPPLEMENTS	5% AWP COST PLUS	5% AWP COST PLUS	5% AWP COST PLUS
MEDICATIONS	5% AWP COST PLUS	5% AWP COST PLUS	5% AWP COST PLUS
PHARMACIST COMPOUNDING FEE	\$ 20.00 PER BAG	\$ 20.00 PER BAG	\$ 20.00 PER BAG
TRANSPORTATION CHARGE	\$ 5.00 PER BAG	\$ 5.00 PER BAG	\$ 5.00 PER BAG

THE CONTRACTOR MAY LIST OTHER ITEMS AND THE APPROPRIATE PRICING; REFERENCE SECTION VII, ITEM E.

Reference Bid Attachment One, Page 18, and indicate your service area, either by Bid District or by specific county.

YES/NO	DISTRICT	YES/NO	DISTRICT	YES/NO	DISTRICT	YES/NO	DISTRICT
YES	1	YES	4	YES	7	YES	10
YES	2	YES	5	YES	8	YES	11
YES	3	YES	6	YES	9	YES	12

Service is limited to the following counties:

All Ohio Counties		

PRICE SCHEDULE

CONTRACTOR: UNIVERSITY OPTIONCARE

By mutual agreement between both parties, the Contract between the State and University OptionCare, LLC is amended specific to the Standard Contract Terms and Conditions, Section V, Item D, Audits. The amended language follows:

The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must supported by contracts, invoices, vouchers, and other data, as appropriate. The Contractor will be deemed to have met its obligations under this Section V, Item D, if it uses the same accounting principles for records related to this Agreement as it uses with its own similar records, provided such principles are reasonable.

During the period covered by this Agreement, and until the expiration of three (3) years after final payment under this Agreement, the Contractor agrees to provide the State, its duly authorized representatives, or any person, agency, or instrumentality providing financial support to the work undertaken hereunder (provided, however, that no such person, agency, or instrumentality is a competitor of the Contractor), with access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

The Contractor shall, for each subcontract the Contractor enters into in furtherance of the scope of work of this Agreement and in excess of two thousand five hundred (\$2,500.00) dollars, require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision.

The Contractor must provide access to the requested records no later than five (5) business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the Contract requirements or misrepresentation, the State or other party will be entitled to recover direct damages, as well as the cost of the audit. If the audit reveals any overcharge to the State or the other provider of funds for the Contract, the State or the other party will be entitled to recover the agreed upon amount of such overcharge, as well as the cost of the audit.

CONTRACTOR INDEX

CONTRACTOR, TERMS:

BID CONTRACT NO.: RS904608-1 (05/31/11)



0000069355
Choice Pharmacy Services, Inc.
901 Higgs Avenue
Columbus, OH 43212

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Connie O'Connell

Telephone: (614) 297-8244
Toll Free: (800) 324-5094
FAX: (614) 297-8239

E-mail address: coconnell@choicepharmacyservices.com

IT/MIS CONTACT: Salim Khalife

IT/MIS Telephone: (614) 297-8244

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

FAX TO: (614) 297-8239

CONTRACTOR, TERMS:

BID CONTRACT NO.: RS904608-2 (05/31/11)



ORDERS TO:

0000155722
University OptionCare, LLC
7654 Crosswoods Drive
Columbus, OH 43235

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Debra Paolo-Hohman

Telephone: (614) 431-6453 ext 222
Toll Free: (888) 291-2273
FAX: (614) 431-6805
E-mail address: DPaolo@optioncare.net

IT/MIS CONTACT: Randy Wood

IT/MIS Telephone: (614) 580-4866

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

FAX TO: (614) 431-6805

REMIT TO:

University - OptionCare
c/o Walgreens – OptionCare
1278 Paysphere Circle
Chicago, IL 60674

CONTRACTOR, TERMS:

BID CONTRACT NO.: RS904608-3 (05/31/11)

0000101061
U.S. Bank

