

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 2013-2014

CONTRACT No.: OT903413

EFFECTIVE DATES: 01/23/13 to 12/31/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903413 that opened on 12/21/12. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Health, 900 Freeway Drive North, Bldg. 8, Columbus, Ohio 43229, and the Ohio Department of Mental Health, Office of Support Services, 2150 West Broad Street, Columbus, Ohio 43223, 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, CPPB
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 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.

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, 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 may be delivered to among approximately 250 dispensing provider office locations within the state of Ohio. In addition, for Item No. 210-80-1359V-WL, as indicated on the purchase order issued by the Ohio Department of Health (ODH), supplies may be delivered to a third party distributor's warehouse location. 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 third party distributor, 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.

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 (estimated yearly requirements) 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.

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

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 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.

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 (DAS), 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.

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

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

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.

_____	_____
_____	_____
_____	_____

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 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, 2013-2014 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 22, 2013* through December 31, 2013.
- 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 2013-2014 year. This type is 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 2013-2014 year. This type is 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 2013-2014 year, including Federal Excise Tax (FET), in Non-Returnable, 10-Dose, 5 ml Vials.
Item Number #210-80-1359V.
 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 2013-2014 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 #210-80-1359S.

* Date has been updated from 01/15/13 to 01/23/13.

SPECIFICATIONS ((Cont'd.))

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 2013-2014 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 #210-80-1360S.
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 2013-2014 year, including Federal Excise Tax (FET), in Non-Returnable, 10-Dose, 5 ml Vials.
Item Number #210-80-1360V.
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 2013-2014 year, including Federal Excise Tax (FET), in Non-Returnable, 10-Dose, 5 ml Vials.
Item Number #210-80-1361V.
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 2013-2014 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 #210-80-1361S.
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 2013-2014 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.
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 2013-2014 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 2013-2014 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.

SPECIFICATIONS ((Cont'd.))

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 2013-2014 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 2013-2014 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 #210-80-1358S.
 12. Influenza Virus Vaccine, Inactivated, Trivalent Split, Adult Intradermal Preservative Free Formulation, licensed for administration to ages 18-64 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 2013-2014 year, including Federal Excise Tax (FET), in Single-Dose, 0.1 ml Pre-Filled Syringes (packaged in boxes of 10, or less, Pre-Filled Syringes / box). (Example: Sanofi Pasteur Fluzone Intradermal, or equivalent) Note: This utilizes a very small needle, not a jet injector.
Item Number #210-80-1357S.
 13. 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 2013-2014 year, including Federal Excise Tax (FET), in Non-Returnable, 10-Dose, 5 ml Vials. Directly shipped to a third party distributor's warehouse location, as specified by Dept. of Health, and likely should be located in the eastern United States.
Item Number #210-80-1359V-WL.
- 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, in addition to other applicable remedies.

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.)

C. Notarized Form: This page shall be completed and notarized with original notarial seal and signatures. 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.)

V. DOCUMENTATION:

A. MANDATORY WITH BID RESPONSE

1. Page 1 with original, authorized signature and requested information entered.
2. Pages 13 through 18 of the ITB with all requested information entered. Item Price Page(s) are not required to be submitted if blank, with 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 10
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 13 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. Returned Good Policy: All bidders are requested to submit their company's policy on Returned Goods with their bid
7. 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://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification.aspx>

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.)

8. Bid Automobile Liability Checklist (see Page 4 of the Invitation to Bid).
9. Disclosure of Subcontractors / Joint Ventures (see Page 5 of the Invitation to Bid).
10. Copy of Bidder's Ohio Wholesaler Distributor of Dangerous Drug License (see Page 9).
11. 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.11 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.

VI. BID PRICE AND PRODUCT OFFER:

- A. 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 Bidder 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.
- B. ITEM PRICE PAGES: The following pages will contain the Item Price Pages. Bidder shall indicate on the Item Price Pages, all of the items (products) it is offering in its 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.

ITEM PRICE PAGES

ITEM I.D. NO. REFERENCE NO.	ITEM REQUESTED	ITEM OFFERED	MANUFACTURER NAME AND PLANT LOCATION	UNIT SIZE	UNIT QTY.	N.D.C. NUMBER	(Including FET) PRICE PER DOSE
12915 210-80-1359V	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 2013-2014 year, including Federal Excise Tax (FET).	Fluzone	Contractor: Sanofi Pasteur Sanofi Pasteur Swiftwater, PA	<u>10 Dose</u> 5 ml	Each Vial	49281-392-15	\$ 10.193 (\$ 101.93 / vial)
12924 210-80-1359S	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 2013-2014 year, including Federal Excise Tax (FET).	Fluarix	Contractor: GlaxoSmithKline GSK Germany	Single <u>Dose</u> 0.5 ml	10 Syr./ Box	58160-0880-52	\$ 10.21 (\$ 102.10 / box)

ITEM PRICE PAGES (Cont'd.)

ITEM I.D. NO. REFERENCE NO.	ITEM REQUESTED	ITEM OFFERED	MANUFACTURER NAME AND PLANT LOCATION	UNIT SIZE	UNIT QTY.	N.D.C. NUMBER	(Including FET) PRICE PER DOSE
12925 210-80-1360S	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 2013-2014 year, including Federal Excise Tax (FET).	Fluarix	Contractor: GlaxoSmithKline GSK Germany	Single Dose 0.5 ml	10 Syr./ Box	58160-0880-52	\$ 10.21 (\$ 102.10 / box)
1693 210-80-1360V	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 2013-2014 year, including Federal Excise Tax (FET).	FluLaval	Contractor: GlaxoSmithKline GSK Canada	<u>10 Dose</u> 5 ml	Each Vial	19515-0890-07	\$ 8.34 (\$ 83.40 / vial)
12927 210-80-1361V	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 2013-2014 year, including Federal Excise Tax (FET).	Fluzone	Contractor: Sanofi Pasteur Sanofi Pasteur Swiftwater, PA	<u>10 Dose</u> 5 ml	Each Vial	49281-392-15	\$ 10.193 (\$ 101.93 / vial)

ITEM PRICE PAGES (Cont'd.)

ITEM I.D. NO.	ITEM REQUESTED	ITEM OFFERED	MANUFACTURER NAME AND PLANT LOCATION	UNIT SIZE	UNIT QTY.	N.D.C. NUMBER	(Including FET) PRICE PER DOSE
6696	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 2013-2014 year, including Federal Excise Tax (FET).	Fluarix	Contractor: GlaxoSmithKline	Single <u>Dose</u> 0.5 ml	10 Syr./ Box	58160-0880-52	\$ 10.21
210-80-1361S			Germany				
1694	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 2013-2014 year, including Federal Excise Tax (FET).	Fluzone	Contractor: Regimed Medical	Single <u>Dose</u> 0.25 ml	10 Syr./ Box	49281-082-25	\$ 13.229
210-80-1359			Sanofi Pasteur Swiftwater, PA				
12926	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 2013-2014 year, including Federal Excise Tax (FET).			Single Use <u>Spray</u> 0.2 ml	10 Sprays / Box		NO AWARD
210-80-1361							

ITEM PRICE PAGES (Cont'd.)

ITEM I.D. NO.	ITEM REQUESTED	ITEM OFFERED	MANUFACTURER NAME AND PLANT LOCATION	UNIT SIZE	UNIT QTY.	N.D.C. NUMBER	(Including FET) PRICE PER DOSE
15817	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 2013-2014 year, including Federal Excise Tax (FET), directly shipped to dispensing provider offices within Ohio.	Fluzone	Contractor: Sanofi Pasteur	<u>10 Dose</u> 5 ml	Each Vial	49281-392-15	\$ 10.193
210-80-1359V-DS			Sanofi Pasteur Swiftwater, PA				(\$ 101.93 / vial)
17901	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 2013-2014 year, including Federal Excise Tax (FET), directly shipped to dispensing provider offices within Ohio.	FluLaval	Contractor: GlaxoSmithKline	<u>10 Dose</u> 5 ml	Each Vial	19515-0890-07	\$ 8.34
210-80-1360V-DS			GSK Canada				(\$ 83.40 / vial)

ITEM PRICE PAGES (Cont'd.)

ITEM I.D. NO. REFERENCE NO.	ITEM REQUESTED	ITEM OFFERED	MANUFACTURER NAME AND PLANT LOCATION	UNIT SIZE	UNIT QTY.	N.D.C. NUMBER	(Including FET) PRICE PER DOSE
17902 210-80-1358S	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 2013-2014 year, including Federal Excise Tax (FET). (Example: Sanofi Pasteur Fluzone High-Dose, or equivalent).	Fluzone High-dose	Contractor: Sanofi Pasteur Sanofi Pasteur Swiftwater, PA	Single Dose 0.5 ml	10 Syr./ Box	49281-393-65	\$ 27.398 (\$ 273.98 / box)
21043 210-80-1357S	Influenza Virus Vaccine, Inactivated, Trivalent Split, Adult Intradermal Preservative Free Formulation, licensed for administration to ages 18-64 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 2013-2014 year, including Federal Excise Tax (FET), in Single-Dose, 0.1 ml Pre-Filled Syringes (packaged in boxes of 10, or less, Pre-Filled Syringes / box). (Example: Sanofi Pasteur Fluzone Intradermal, or equivalent). Note: This utilizes a very small needle, not a jet injector.	Fluzone Intradermal	Contractor: Sanofi Pasteur Sanofi Pasteur Swiftwater, PA	Single Dose 0.1 ml	10 Syr./ Box	49281-707-55	\$ 15.891 (\$ 158.91 / box)

CONTRACTOR INDEX

* CONTRACTOR AND TERMS

133351
GlaxoSmithKline, LLC
Three Franklin Plaza - 3FO605, 1600 Vine St.
Philadelphia, PA 19102

REMITTANCE ADDRESS:

GlaxoSmithKline, LLC
P.O. Box 740415
Atlanta, GA 30374

CONTRACTOR'S CONTACT: Babatunde Adedeji

BID CONTRACT NO.: OT903413-1 (12/31/13)

DELIVERY: Acknowledge within 7 Days ARO

TERMS: Net 30 Days

MAIL PURCHASE ORDERS TO:

GlaxoSmithKline, LLC
Vaccines Service Center
Three Franklin Plaza - 3FO610, 1600 Vine St.
Philadelphia, PA 19101

Telephone: (215) 751-6786

FAX: (215) 751-4479

E-mail: babatunde.a.adedeji@gsk.com

Contractor's preferred method of receiving purchase orders: E-mail

NOTES: See GSK Bid Exhibit A and Flu Advantage Program, as submitted to DAS, detailing eligibility for pre-book reservations to be placed through March 31, 2013 on first come first serve basis, and while product is available (www.gskvaccinesdirect.com). Ordering agency may request copy of Exhibit A from DAS. Non-returnable.

ITEM ID NO.: 12928 - Freight charges on orders totaling less than \$300.00.

* CONTRACTOR AND TERMS

199531
Regimed Medical
106 Arabian Path
St. Peters, MO 63376

CONTRACTOR'S CONTACT: Reginald V. Maclin

BID CONTRACT NO.: OT903413-2 (12/31/13)

DELIVERY: Acknowledge within 7 Days ARO

TERMS: Net 30 Days

Telephone: (636) 240-1515

FAX: (636) 240-2941

E-mail: rmaclin@regimedmedical.com

Contractor's preferred method of receiving purchase orders: E-mail

ITEM ID NO.: 24222 - Freight charges on orders totaling less than \$300.00.

* To advise of correction in Contract Number.

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): - 422254

BID CONTRACT NO.: OT903413-3 (12/31/13)

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 NOTES BELOW

NOTES: Orders (reservations) may be 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: #423397.

Orders must be placed no later than March 31, 2013, for number of doses reserved. Non-returnable (see Sanofi Pasteur distribution policy, available from DAS).

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.

* To advise of correction in Contract Number.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	12/24/13	To advise the contract will not be renewed beyond the current expiration date of 12/31/13. Thereafter, agency shall procure using its direct procurement authority, in accordance with Ohio Revised Code Section 125.05.
1	07/24/13	To advise of correction in Contract Number, as indicated herein