

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

OPTIONAL USE CONTRACT FOR: DRUG, VACCINE AND PHARMACEUTICAL CONTRACT

CONTRACT No.: OT906607

EFFECTIVE DATES: 04/01/07 to 03/31/10  
Renewal through 03/31/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT906607 that opened on 02/23/07. 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 State Universities, to the Department of Mental Health, Office of Support Services, Pharmacy Service Center, 2150 W. Broad Street, Columbus, OH 43223, and to the Department of Health, 900 Freeway Drive North, Bldg. 8, Columbus, OH 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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\* To advise of addition to Table of Contents

SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

SPECIFICATION QUESTIONS: Bidders may visit the State Purchasing website to post bid related questions at the bottom of the page where the bid documents were downloaded. Answers to all bidder questions will be posted on the State Purchasing 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 communications issued by the Department of Administrative Services, State Purchasing in the form of an addendum, will be considered valid.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within seven (7) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

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

NET PRICER: Bidders must submit with their bid response a hard copy of their Net Pricer listing showing their net price to the state of Ohio of all items offered from their catalogue for the initial quarter of the contract period 4/1/07 through 6/30/07. Failure to provide the Net Pricer as specified with the bid response may result in the bidder being deemed as not responsive. The Net Pricer shall show the product National Drug Code (NDC) number, item description, unit of order, and the state of Ohio net price for each item. The cover page of the Net Pricer shall show sufficient information to identify the Net Pricer as being used by the state of Ohio, only. The effective dates of the Net Pricer shall be shown on the front cover. The Net Pricer listing may be glued or stapled with pages numbered in consecutive order.

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

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. When notified, if not included as part of their bid response, the bidder will be required to provide the samples within seven (7) calendar days after notification, to the Department of Mental Health. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

SAMPLES SHALL BE SENT TO:

Department of Mental Health  
Pharmacy Service Center DEA Registration #PP0049658  
Attn: Pharmaceutical Bid MAC-000  
2150 W. Broad Street  
Columbus, OH 43223-1200

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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

NET PRICER WITH ECONOMIC ADJUSTMENT: During the life of the contract, there will be Net Pricer listings submitted quarterly. No price adjustment will be permitted prior to the effective date of the most current net price list submitted, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For 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 the provisions of Article S-11, Price Adjustments, of the Contract Terms and Conditions.

NET PRICER REQUIREMENTS:

1. The Net Pricer shall be made available to the Department of Health (DOH), the Department of Mental Health (DMH) and State Universities.
2. The Net Pricer is to be submitted on a quarterly basis and must be updated every quarter. The Net Pricer may be submitted in hard copy, diskettes and or compact disc (CD) form. The Net Pricer is to be submitted and in the possession of the agency on the first day of the month of each quarter. Quarters are in calendar months, which includes the first day of January, April, July and October.
3. Any reference, which may appear on any Net Pricer list, to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change, will not be part of any contract with the successful bidder(s) and will be disregarded by the state of Ohio.
4. It is the successful contractor(s) responsibility to supply the Office of State Purchasing with one (1) copy of their quarterly Net Pricer at least (21) twenty-one days prior to the beginning of each quarter. The Net Pricer is to be in the possession of the Office of State Purchasing on December 11, March 11, June 10 and September 10. Pricing contained in the new quarterly Net Pricer will become effective after receipt of notice by the Office of State Purchasing.
5. Manufacturer, not product labeler, must be given for each dangerous (legend) drug.
6. NDC (NDC) Code must be given for each item listed in the Net Pricer.
7. NDC Format must be 5-4-2, including dashes and prefix zeros. Example 00123-1234-12
8. Bidders on vaccines are reminded to also provide the appropriate Federal Excise Tax (FET) amount per dosage unit quoted as a separate line item in addition to vaccine product cost.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

9. It is the successful contractor(s) responsibility to supply their latest Net Pricer list (identical to the one approved by State Purchasing) as follows:

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

A copy of the Net Pricer must be submitted quarterly to the above address. The Department of Health or State Universities are as required or requested.

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

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

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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

USAGE REPORTS: Every three (3) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Terry Spiropoulos.

OHIO LICENSE: All bidders must hold a current Ohio Wholesale Distributor of Dangerous Drug License if the products offered are dangerous (legend) drugs. A dangerous drug is a drug or drug product which may be obtained only upon prescription. Failure to list a current Ohio Wholesale Distributor of Dangerous Drug License on page 7 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 State Purchasing 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 State Purchasing, within five (5) business days after notification, to the Office of State Purchasing. Failure to provide the agreements within the stated time period will result in the bidder being deemed as not responsive.

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

BID AUTOMOBILE LIABILITY CHECKLIST:

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

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

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

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.

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

## SPECIFICATIONS

### I. SCOPE

These specifications cover different types of drugs, vaccines, and pharmaceuticals for the Department of Mental Health, Pharmacy Service Center, the Department of Health, and/or any State University. This contract may be utilized in the following circumstances or when other similar situations may arise:

- A. Stock Outs
- B. Items not already on the mandatory LDC101 or related state of Ohio Contracts
- C. Replacement for discontinued items
- D. Replacement relating to FDA issues
- E. Emergencies

### II. APPLICABLE DOCUMENTS

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

### III. REQUIREMENTS

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

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

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

SPECIFICATIONS

- F. Packing and Labeling: All samples submitted and products received as a result of awards made shall be packaged and labeled in accordance with the best industry practices and shall meet all state and federal regulations for such products including all labeling and imprint requirements of oral solid dosage forms as outlined under section 3715.64 of the Ohio Pure Food, Drug and Cosmetic Law. This includes the tamper resistant packaging requirements for over-the-counter drug products and the manufacturer name and address being printed on the label of all legend (prescription) drugs. For items requested in Unit Dose packaging, each unit dose must be labeled with the product name, lot number and expiration date. The method of packing products for shipment/delivery shall meet the standards of the industry. Random packing or intermixing of multiple products and/or multiple lots within the same shipping carton is not the industry standards. Shipment of multiple lots and loose packaging of drug product may result in "Complaint to Vendor" being issued, and possibly the cancellation of the contract due to noncompliance with contract terms.
- G. Expiration Date: All products must be current manufacture. The expiration period shall exceed one (1) year. The state will not accept any drug product that is not labeled with an expiration date unless the product in question is specifically exempted by Federal statute 21 CFR 211.137 (g) and is not commercially available. In the absence of a labeled expiration date the State requires the manufacture date for each product and lot shipped as well as its shelf life. This information shall be submitted with both the packing slip and on the invoice.
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QUARTERLY NET PRICER CONTRACTORS

CATEGORY ID NUMBER	AWARDED CONTRACTOR	QUARTERLY NET PRICER DATED	
51000000	AUBURN PHARMACEUTICAL	April 1, 2010 to June 30, 2010	****
51000000	BERNA PRODUCTS	January 1, 2011 to March 31, 2011	**
51000000	CAPITAL WHOLESALE DRUG CO.	January 1, 2011 to March 31, 2011	**
51000000	MAJOR PHARMACEUTICALS	January 1, 2011 to March 31, 2011	**
51000000	MASTERS PHARMACEUTICAL	October 1, 2010 to December 31, 2010	***
51000000	* MERCHANDISE INCORPORATED	January 1, 2011 to March 31, 2011	**
51000000	PRESCRIPTION SUPPLY	January 1, 2011 to March 31, 2011	**
51000000	QUEST PHARMACEUTICAL	January 1, 2011 to March 31, 2011	**
51000000	ROXANE LABORATORIES	October 1, 2010 to December 31, 2010	***

- \* Non-legend Over The Counter (OTC) products only.
- \*\* Indicates receipt of first quarter, 2011 net pricer.
- \*\*\* Indicates no change from fourth quarter, 2010 net pricer.
- \*\*\*\* Indicates no change from second quarter, 2010 net pricer.

CONTRACTOR INDEX

CONTRACTOR, TERMS

94510  
Auburn Pharmaceutical  
1775 John R Road  
Troy, MI 48083

BID CONTRACT NO.: OT906607-8 (03/31/12) \*

DELIVERY: 7 Days ARO

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Lisa Rossi

Toll Free (800) 509-9923  
Telephone: (248) 526-3700  
FAX: (248) 526-3750

E-mail: roslisauburnpharm@yahoo.com

CONTRACTOR'S IT/MIS CONTACT: Terrie Stonerock

Telephone (248) 526-3700

ITEM ID NO.: 11785 - Freight charges on orders totaling less than \$250.00.  
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CONTRACTOR, TERMS

161874  
Berna Products, Corp.  
4216 Ponce De Leon Blvd.  
Coral Gables, FL 33146

BID CONTRACT NO.: OT906607-14 (03/31/12) \*

DELIVERY: 7 Days ARO

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Tibor J. Koncz

Toll Free (800) 533-5899  
Telephone: (305) 443-2900  
FAX: (305) 567-1043

E-mail: tjkoncz@bernaproducts.com

ITEM ID NO.: 11786 - Freight charges on orders totaling less than \$250.00.  
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\* To advise of change in the end date of the contract.

CONTRACTOR INDEX (Cont'd.)

CONTRACTOR, TERMS

BID CONTRACT NO.: OT906607-4 (03/31/12) \*



76401  
Capital Wholesale Drug Co.  
873 Williams Avenue  
Columbus, OH 43212

DELIVERY: 7 Days ARO

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: G. K. Richards,

Toll Free (800) 282-2754  
Telephone: (614) 297-8221  
FAX: (614) 297-8224

E-mail: grich61695@aol.com

CONTRACTOR'S IT/MIS CONTACT: Bill Mangels

Telephone: (614) 297-8221

ITEM ID NO.: 11787 - Freight charges on orders totaling less than \$250.00.

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CONTRACTOR, TERMS

BID CONTRACT NO.: OT906607-13 (03/31/10)

12458  
Johnson & Johnson Health Care Systems, Inc.

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\* To advise of change in the end date of the contract.

CONTRACTOR INDEX (Cont'd.)

CONTRACTOR, TERMS

BID CONTRACT NO.: OT906607-12 (03/31/12) \*

135446  
Major Pharmaceuticals  
31778 Enterprise Dr.  
Livonia, MI 48150

DELIVERY: 7 Days ARO

TERMS: Net 30 Days

REMITTANCE ADDRESS:

Major Pharmaceuticals  
1821 Reliable Parkway  
Chicago, IL 60686-0001

CONTRACTOR'S CONTACT: Wendy Ernst

Toll Free: (800) 616-2471  
Telephone: (734) 743-6232  
FAX: (734) 743-7232

E-mail: wernst@major-pharm.com

CONTRACTOR'S IT/MIS CONTACT: Mike Nichols

Telephone: (734) 743-6264

ITEM ID NO.: 11788 - Freight charges on orders totaling less than \$250.00.

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CONTRACTOR, TERMS

BID CONTRACT NO.: OT906607-3 (03/31/12) \*



72824  
Masters Pharmaceutical, Inc.  
11930 Kemper Springs Dr.  
Cincinnati, OH 45240

DELIVERY: 7 Days ARO

TERMS: Net 30 Days

REMITTANCE ADDRESS:

Masters Pharmaceutical, Inc.  
P.O. Box 633742  
Cincinnati, OH 45263-3742

CONTRACTOR'S CONTACT: Matthew Harmon

Toll Free (800) 982-7922  
Telephone: (800) 982-7922  
FAX: (513) 354-2689

E-mail: mharmon@mastersrx.com

CONTRACTOR'S IT/MIS CONTACT: Tab Biser

Telephone: (513) 354-2690

ITEM ID NO.: 11789 - Freight charges on orders totaling less than \$250.00.

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\* To advise of change in the end date of the contract.

CONTRACTOR INDEX (Cont'd.)

CONTRACTOR, TERMS

BID CONTRACT NO.: OT906607-1 (03/31/12) \*



42031  
Merchandise Incorporated  
P.O. BOX 10  
Miamitown, OH 45041

DELIVERY: 7 Days ARO

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Greg Christopfel

Toll Free (800) 819-8615  
Telephone: (513) 353-2200  
FAX: (513) 353-3970

E-mail: gregc@merchandiseinc.com

ITEM ID NO.: 11790 - Freight charges on orders totaling less than \$250.00.

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CONTRACTOR, TERMS

BID CONTRACT NO.: OT906607-9 (03/31/12) \*



100570  
Prescription Supply, Inc.  
11720 D Marksberry Lane  
Cincinnati, OH 45249

DELIVERY: 7 Days ARO

TERMS: Net 30 Days

REMITTANCE ADDRESS:  
Prescription Supply Inc.  
2233 Tracy Rd.  
Northwood, OH 43619-1326

MAIL PURCHASE ORDERS TO:  
Prescription Supply Inc.  
8166 W. Mill St.  
Cleves, OH 45002

CONTRACTOR'S CONTACT: William Van Metre

Telephone: (513) 353-4946  
FAX: (513) 353-0538

E-mail: wvanmetre@prescriptionsupply.com

ITEM ID NO.: 11791 - Freight charges on orders totaling less than \$250.00.

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\* To advise of change in the end date of the contract.

CONTRACTOR INDEX (Cont'd.)

CONTRACTOR, TERMS

BID CONTRACT NO.: OT906607-11 (03/31/12) \*

103238  
Quest Pharmaceuticals, Inc.  
300 E. Chestnut St.  
Murray, KY 42071

DELIVERY: 7 Days ARO

TERMS: Net 30 Days

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

CONTRACTOR'S CONTACT: Jill White

Toll Free: (888) 234-5455  
Telephone: (270) 759-1248  
FAX: (270) 753-9730

E-mail: mcappock@questpharmaceuticals.com

CONTRACTOR'S IT/MIS CONTACT: Debbie Boaz

Telephone: (800) 455-1248

ITEM ID NO.: 11792 - Freight charges on orders totaling less than \$250.00.

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CONTRACTOR, TERMS

BID CONTRACT NO.: OT906607-2 (03/31/10)

59864  
R & S Northeast, LLC

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\* To advise of change in the end date of the contract.

CONTRACTOR INDEX (Cont'd.)

CONTRACTOR, TERMS

BID CONTRACT NO.: OT906607-7 (03/31/10)

\* 89697  
Richmond Pharmaceuticals Inc.

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\* To advise contractor will not be part of the contract renewal, and current Bid Contract Number will expire on 03/31/10, as indicated herein.

CONTRACTOR INDEX (Cont'd.)

CONTRACTOR, TERMS

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

REMITTANCE ADDRESS:  
Roxane Laboratories, Inc.  
P.O. Box 5845  
Carol Stream, IL 60197-5845

CONTRACTOR'S CONTACT: Renate Wolfe, ext. 52148

CONTRACTOR'S IT/MIS CONTACT: Rick Dupuis

ITEM ID NO.: 11795 - Freight charges on orders totaling less than \$250.00.

BID CONTRACT NO.: OT906607-6 (03/31/12) \*

DELIVERY: 7 Days ARO

TERMS: 2%30 Days, Net 30

MAIL PURCHASE ORDERS TO:

Roxane Laboratories, Inc.  
ATTN: Customer Service  
900 Ridgebury Road  
Ridgefield, CT 06877

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

Telephone: (203) 798-4376

\* To advise of change in the end date of the contract.

SUMMARY OF AMENDMENTS

<b>Amendment Number</b>	<b>Revision Date</b>	<b>Description</b>
16	03/03/11	To advise of renewal of the contract for an additional one (1) year and acknowledgement of the receipt of the first quarter, 2011 pricing, as indicated herein.
15	11/30/10	To advise of acknowledgement of the receipt of the fourth quarter, 2010 pricing and change in contact person information, as indicated herein
14	08/02/10	To advise of acknowledgement of the receipt of the third quarter, 2010 pricing, as indicated herein.
13	06/14/10	To advise of acknowledgement of the receipt of the second quarter, 2010 pricing, and change in contact person information, as indicated herein.
12	03/22/10	To advise of renewal of the contract for an additional one (1) year with the exception of three (3) contractors, acknowledgement of the receipt of the first quarter, 2010 pricing, and change in contractor's contact information, as indicated herein.
11	12/24/09	To advise of acknowledgement of the receipt of the fourth quarter, 2009 pricing, as indicated herein.
10	11/04/09	To advise of acknowledgement of the receipt of the third quarter, 2009 pricing, and change in contractor's contact person and information, as indicated herein.
9	05/06/09	To advise of acknowledgement of the receipt of the second quarter, 2009 pricing, and change in contractors' address and contact information, as indicated herein.
8	03/05/09	To advise of acknowledgement of the receipt of the first quarter, 2009 pricing, and change in contractor's address, as indicated herein.
7	11/24/08	To advise of acknowledgement of the receipt of the fourth quarter, 2008 pricing, and change in vendor number and contract number, as indicated herein.
6	10/10/08	To advise of acknowledgement of the receipt of the third quarter, 2008 pricing.
5	06/19/08	To advise of acknowledgement of the receipts of the second quarter, 2008 Net Pricer with the addition of one new contractor.
4	02/06/08	To advise of acknowledgement of the receipt of the first quarter, 2008 pricing.
3	11/06/07	To advise of acknowledgement of the receipt of the fourth quarter, 2007 pricing, and change from NIGP Code numbers to Item ID numbers and Category ID numbers.
2	08/29/07	To advise of acknowledgement of the receipt of the third quarter, 2007 pricing, and changes in contractor ID numbers.
1	05/10/07	To advise of addition of contractor, Roxane Laboratories, Inc.