

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <b>OT903313</b>	OPENING DATE (1:00 p.m.) <b>JANUARY 11, 2013</b>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. <b>MAC060</b>	BID NOTICE DATE <b>NOVEMBER 16, 2012</b>	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days			
<b>PARTICIPATING AGENCY(IES):</b> DEPARTMENT OF MENTAL HEALTH, OFFICE OF SUPPORT SERVICES, PHARMACY SERVICE CENTER, 2150 W. BROAD STREET, COLUMBUS, OH 43223; DEPARTMENT OF HEALTH, 900 FREEWAY DRIVE NORTH, BLDG. 8, COLUMBUS, OH 43229; STATE UNIVERSITIES.			
<b>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</b>  <b>DRUG, VACCINE AND PHARMACEUTICAL CONTRACT</b>  <b>TERM OF CONTRACT:</b> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning 04/01/13 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 03/31/15 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.  <b>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS,</b> Revised 09/2012, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: <a href="#">Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions</a> . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.  By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.  Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at <a href="http://www.procure.ohio.gov/">www.procure.ohio.gov/</a> . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

## REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

### A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?  
 United States: \_\_\_\_\_(State)     Canada     Mexico    (Go to B-1)  
 Other: (Specify Country) \_\_\_\_\_ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.  
 Yes (Go to Section B-1)     No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

\_\_\_\_\_ (Item) \_\_\_\_\_ (Country) of  
Origin)

\_\_\_\_\_ (Item) \_\_\_\_\_ (Country) of  
Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).



### B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.  
 Yes (Go to C)     No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio.  
 Yes (Answer a, b, c, d below)     No (Go to B-3)
  - Bidder has paid the required taxes due the state of Ohio     Yes     No
  - Bidder is registered with the Ohio Secretary of State  
 Yes (Charter/Registration No.: \_\_\_\_\_)     No  
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:  
<http://www.sos.state.oh.us/>
  - Bidder has ten or more employees based in Ohio or border state.     Yes     No (Go to B-2d)
  - Bidder has seventy-five percent or more employees based in Ohio or border state.  
 Yes     No (Go to B-3)
- Border state bidder:  
 Yes (Specify which state then go to B-2c):     KY     MI     NY     PA     IN     No (Go to B-4)
- Border state bidder: mined products mined in respective border state     Yes     No     Not Applicable

### C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business     Yes     No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:  
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

SPECIAL INSTRUCTIONS TO BIDDERS

PAYMENT TERMS: The state desires to utilize discounted payment terms when available. The (default) payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise indicated by the bidder in the designated space on Page 1 of this Invitation to Bid. If no discount is offered, bidder should circle "Net 30 Days" in the designated location on Page 1. Bidders should review and understand the payment provisions under the contract, as detailed on pages 5 and 6 of the Standard Contract Terms and Conditions, which may be accessed by the link on page 1 of this Invitation to Bid.

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.

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT905712 effective 04/01/13.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within seven calendar (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 calendar quarter of the contract period 4/1/13 through 6/30/13. 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 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, and the effective dates of the Net Pricer. 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 deem the bidder as not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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 seven (7) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

SAMPLES SHALL BE SENT TO:

Department of Mental Health  
Pharmacy Service Center DEA Registration #PP0049658  
Attn: Pharmaceutical Bid MAC060  
2150 W. Broad Street  
Columbus, OH 43223-1200

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) 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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will place on contract 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 increase 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

2. The Net Pricer is to be submitted on a quarterly basis and may 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 in the possession of the agency on the first day of the month of each quarter. Quarters are in calendar months, which include the first day of January, April, July and October. If the updated Net Pricer is not submitted prior to the first day of the quarter, then pricing and products listed from the last Net Pricer submitted will remain in effect.
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 Procurement Services with one (1) copy of their quarterly Net Pricer prior to the beginning of each quarter. The Net Pricer is to be in the possession of the Office of Procurement Services prior to January 1, April 1, July 1 and October 1. Pricing contained in the new quarterly Net Pricer will become effective after receipt by the Office of Procurement Services. Contractor should make every effort to submit the Net Pricer at least one week prior to the due date to allow for processing.
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.
9. It is the successful contractor(s) responsibility to supply their latest Net Pricer list (identical to the one approved by Office of Procurement Services) 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, and to the Office of Procurement Services. The Department of Health or State Universities are as requested.
10. During the contract period, the state may require Contractors to add an electronic data file to the Net Pricer. The format will likely be in Microsoft Excel, and would enhance the state's ability to quickly process the updated Net Pricer information. The minimum information to be included in the electronic file would be Vendor ID, Contract Number, Contractor name, effective dates, NDC number, description, and price. The exact format and startup schedule is unknown as of 11/1/12, and the electronic data file is not required to be included with the Invitation to Bid submission. Once the Office of Procurement Services determines the format and exact requirements, Contractor will be required to submit the data file with its updated Net Pricer submission(s), thereafter.
11. Except for approved source changes, item assortment and pricing of the current Net Pricer will be fixed during the effective dates (quarter). Item assortment and pricing may be adjusted with the Net Pricer submission prior to the effective dates.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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 of Ohio, or to where the consignee's facility is located.

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

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

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

OHIO LICENSE: All bidders must hold a current Ohio Wholesale Distributor of Dangerous Drug License if the products offered are dangerous (legend) drugs. A dangerous drug is drug or drug product which may be obtained only upon prescription. Failure to list a current Ohio Wholesale Distributor of Dangerous Drug License on Page 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.

DEA REGISTRATION: All bidders must hold a current United States Department of Justice Drug Enforcement Administration (DEA) Controlled Substance Registration Certificate, if the products offered are controlled substances. Failure to list a current DEA Controlled Substance Registration Number on Page 7 indicates that the bidder is not appropriately licensed to sell controlled substances in the state of Ohio and will result in the bidder being deemed as not responsive.

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

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

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.)

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

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

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

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

Each Bidder is requested to provide the following notarized information with its Bid submittal.

PURCHASE ORDERS AGAINST THIS BID  
SHALL BE MAILED TO:

REMITTANCE ADDRESS AGAINST THIS BID  
SHALL BE MAILED TO:

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

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

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

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

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

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

NOTARIZED CERTIFICATE: Each Offeror shall be required to execute the following Notarized Certificate covering its Proposal for those items which Offeror proposes to furnish. Failure to execute the certificate may result in the Offeror being deemed as not responsive.

All products sold or distributed to the State of Ohio shall be obtained only from original manufacturers. The Offeror certifies that it will be an Authorized Distributor for all products sold to the State. Additionally, the Offeror agrees to provide, upon request, product pedigree information ensuring the authenticity of the products sold.

\_\_\_\_\_  
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)

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.

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.

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AUTOMOBILE INSURANCE  
TO BE COMPLETED WITH THE BID RESPONSE

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

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.

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## 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 any State University of Ohio. This contract may be utilized in the following circumstances or when other similar situations may arise:

- A. Stock Outs
- B. Items not already on a mandatory, or related state of Ohio Contracts
- C. Replacement for discontinued items
- D. Replacement relating to FDA issues
- E. Emergencies
- F. New items not on state of Ohio Contracts (e.g., newly released generics)

### 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 most recent Net Pricer. Failure to comply with this requirement may subject the resulted contract to cancellation.
- E. 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.

SPECIFICATIONS (Cont'd.)

- F. 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.

IV. DOCUMENTATION:

A. MANDATORY WITH BID RESPONSE

1. Page 1 with signature of authorized representative.

Failure to submit the above document will deem the bidder as 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 8
2. Copy of completed Internal Revenue Service (IRS) form W-9, indicating the Taxpayer Identification Number (TIN). A web address to obtain the form is at: <http://www.irs.gov/formspubs/index.html>

If additional assistance is needed in completing the W-9 form, please contact the IRS at 1-800-829-1040.

3. Certificate of Insurance and copy of current Workers' Compensation Certificate (see Supplemental Contract Terms and Conditions, paragraphs S-12 and S-13)
4. Returned Good Policy: All bidders are requested to submit their company's policy on Returned Goods with their bid.
5. 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. The Affirmative Action Program Verification Form may be renewed or completed and filed online by starting at 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.

6. Bid Automobile Liability Checklist (see Page 9 of the Invitation to Bid).
7. Disclosure of Subcontractors / Joint Ventures (see Page 9 of the Invitation to Bid).
8. Copy of Bidder's Ohio Wholesaler Distributor of Dangerous Drug License and DEA Controlled Substance Registration Certificate, as applicable (see Page 7).

SPECIFICATIONS (Cont'd.)

If documents listed in paragraphs B.1 through B.8 above are not submitted with the bid response, they may be requested during the bid evaluation. If requested during the bid evaluation, documents must be received within seven (7) calendar days of verbal or written request. Failure to provide requested documents by the deadline provided during evaluation may result in the bidder being deemed as not responsive and no further consideration for award will be provided.

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