



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: SUPPLY OF PHARMACEUTICALS TO THE STATE OF OHIO AND RELATED SERVICES

CONTRACT NUMBER: CSP902613

EFFECTIVE DATES: 04/01/13 TO 03/31/16
Renewal through 03/31/18

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP902613 that opened on 12/12/12. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

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

This Requirements Contract is available to the Ohio Department of Mental Health, Ohio Department of Health, and State Universities, as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

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

www.ohio.gov/procure

MUTUALLY AGREED TO CHANGES AND CLARIFICATIONS TO THE ORIGINAL RFP DOCUMENT

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS, PART TWO: WORK & CONTRACT ADMINISTRATION

CONTRACT REMEDIES, page 40: The first two paragraphs of this section, numbered 1 and 2, are modified as follows (the underlined is added here to highlight the change, but the underline is not adopted into the paragraph):

1. Actual Damages. Contractor is liable to the state of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. If the need to purchase substitute supplies is due to Contractor's negligence or willful misconduct, the State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
2. Liquidated Damages. If actual and direct damages, as caused by Contractor's default, are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day the default is not cured by Contractor.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS, PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

The following Disclaimer will be added to the end this section following the Limitation of Liability paragraphs, page 47:

DISCLAIMER. Notwithstanding anything to the contrary contained herein, the State acknowledges and agrees, on behalf of itself and each of its affiliates and other purchasers, that Contractor is not the manufacturer of any products. Contractor (on behalf of itself and its affiliates) disclaims all warranties, express or implied, including those of merchantability, non-infringement and fitness for a particular purpose, and no oral or written information provided by Contractor or its affiliates or their respective employees or other representatives have created or will create any warranty. In no event will Contractor or its affiliates be liable for any claims, causes of action, obligations, liability, debts, judgments, damages, losses, expenses, and fees (including, without limitation, reasonable attorney, expert, and accountant fees) ("Losses"), including, without limitation, bodily injury or death, resulting from an individual's use of the products, except to the extent caused by the negligence of Contractor. In no event shall Contractor or its affiliates be liable for any special, indirect, incidental, exemplary, punitive or consequential damages (including, without limitation, lost profits) even if the State has been advised of such damages. "An "affiliate", as used in this section, means any wholly owned subsidiary of the applicable party, but does not include any manufacturer of any drug distributed through this Contract".

Note: In the Disclaimer language, above, an "affiliate" of H. D. Smith is defined as a wholly-owned subsidiary of the Contractor.

* CHANGES AND CLARIFICATIONS AS A RESULT OF THE CONTRACT RENEWAL

The following items will be incorporated in the contract as a result of the contract renewal through March 31, 2018:

1. The H.D. Smith traceability policy is incorporated into the Contract.
2. H.D. Smith will provide the Transaction Documentation electronically to the State's third party provider.
3. Updated PharmaGen and brand Rx rebate tiers.
4. Continued PharmaGen compliance calculation as it currently exists.
5. Continued calculation of raw and adjusted service levels as they currently exist.
6. Continued use of PharmaGen primary pricing.

* Indicates changes and clarifications as a result of the contract renewal effective with Amendment #2.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

CONTRACT NO.: CSP902613-3

* 228305
H. D. Smith, LLC
3063 Fiat Ave.
Springfield, IL 62703

TERMS: Net 30 days, DMH is authorized to use Pay Now payment terms.

CONTRACTOR'S CONTACT: Mr. Rob Meriweather,

Telephone: (217) 720-5423
Toll Free: (866) 232-1222
Fax: (217) 467-8232
E-Mail: rob.meriweather@hdsmith.com

PRICING: Current Contract Prices may be found on H.D. Smith's Primary Ordering System, OrderBase Xpress (OBX).

* This amendment is issued to show the authorized Pay Now payment terms on the Contractor Index page.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	11/4/16	This amendment is issued to show the authorized Pay Now payment terms on the Contractor Index page.
2	04/01/16	As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional 2 years, effective April 1, 2016 through March 31, 2018. In addition, updates as a result of the contract renewal are indicated on page 2 of the contract.
1	04/17/15	Amendment is issued to update the Contractor's name and vendor ID number effective April 17, 2015. In addition, amendment is issued to update the contract analyst.