

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.: OT905712

EFFECTIVE DATES: 04/01/12 to 03/31/15
Renewal through 03/31/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT905712 that opened on 02/13/12. 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 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., 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.

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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SPECIAL INSTRUCTIONS TO BIDDERS

SPECIFICATION QUESTIONS: Bidders may visit the State Procurement Web site 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 Procurement Services Web site and linked to the bid number. The State will make every effort to respond to website inquiries within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective bidder shall respond to any verbal instructions or changes to this bid. Only communications issued by the Department of Administrative Services, Office of Procurement Services in the form of an addendum, will be considered valid.

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.

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 4/1/12 through 6/30/12. 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 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 2/1/12, 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.)

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 may 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.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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 8 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 8 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 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

NOTARIZED 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.
- 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.

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

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. 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
- 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. 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 (Cont'd.)

- 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.

IV. DOCUMENTATION:

A. MANDATORY WITH BID RESPONSE

1. Page 1 with signature of authorized representative.

Failure to submit the above document 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 9
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. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (see Page 2, paragraph D of the Invitation To Bid)
5. Returned Good Policy: All bidders are requested to submit their company's policy on Returned Goods with their bid.

SPECIFICATIONS (Cont'd.)

6. 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://www.das.ohio.gov/LinkClick.aspx?fileticket=RetjS0XsLe8%3d&tabid=133>

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.

7. Bid Automobile Liability Checklist (see Page 10 of the Invitation To Bid).
8. Disclosure of Subcontractors / Joint Ventures (see Page 10 of the Invitation To Bid).
9. Copy of Bidder's Ohio Wholesaler Distributor of Dangerous Drug License and DEA Controlled Substance Registration Certificate, as applicable (see Page 8).

If documents listed in paragraphs B.1 through B.9 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.

QUARTERLY NET PRICER CONTRACTORS

AWARDED CONTRACTOR	Acknowledgement of three most recent Net Pricer submissions **		
	Qtr. 3 2012	Qtr. 2 2012	
AUBURN PHARMACEUTICAL	Qtr. 3 2012	Qtr. 2 2012	
CAPITAL WHOLESALE DRUG CO.	Qtr. 3 2012	Qtr. 2 2012	
EMED MEDICAL	Qtr. 3 2012	Qtr. 2 2012	
GOLDEN STATE MEDICAL SUPPLY *	Qtr. 3 2012	Qtr. 2 2012	
MASTERS PHARMACEUTICAL	Qtr. 3 2012	Qtr. 2 2012	
MERCHANDISE INCORPORATED	Qtr. 3 2012	Qtr. 2 2012	
PRESCRIPTION SUPPLY	Qtr. 3 2012	Qtr. 2 2012	
REGIMED MEDICAL	Qtr. 3 2012	Qtr. 2 2012	
RICHMOND PHARMACEUTICALS	Qtr. 3 2012	Qtr. 2 2012	
TOP RX	Qtr. 3 2012	Qtr. 2 2012	

* To advise of addition of contractor.

** To advise of updated acknowledgement of recent Net Pricer submissions.

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CONTRACTOR INDEX

CONTRACTOR, TERMS

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

BID CONTRACT NO.: OT905712-2

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 preferred method of receiving purchase orders: E-Mail

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

72824
* Masters Pharmaceutical, Inc.

* To advise the contract with Masters Pharmaceutical will not be renewed.

CONTRACTOR INDEX (Cont'd.)

CONTRACTOR, TERMS

42031
Merchandise Incorporated
5929 State Route 128
Miamitown, OH 45041-0010

BID CONTRACT NO.: OT905712-5

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

Contractor's preferred method of receiving purchase orders: FAX

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

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
5	10/01/16	This amendment is issued to notify that as a result of mutual agreement between Capital Wholesale Drug Co., Merchandise, Inc., and the State of Ohio, this contract is renewed for an additional 6 months, effective October 1, 2016 through March 31, 2017. This amendment is also issued to advise that the contract with Masters Pharmaceutical will not be renewed and that this contract will not be renewed beyond March 31, 2017. Thereafter, the agency shall procure their needs for these supplies in accordance with Ohio Revised Code Section 125.05.
4	10/01/15	This amendment is issued to renew the contract through mutual agreement with Capital Wholesale Drug Co., Masters Pharmaceutical, Inc., and Merchandise, Inc., for a period of twelve (12) months, effective October 1, 2015 through September 30, 2016.
3	04/01/15	This amendment is issued to mutually extend the contract with Capital Wholesale Drug Co., Masters Pharmaceutical, Inc., and Merchandise, Inc., for a period of 6 months, effective April 1, 2015 through September 30, 2015. In addition, the Contractor's contact was updated for Masters Pharmaceutical, Inc., as well as an update to the contract analyst.
2	07/10/12	To advise of award with the addition of one (1) contractor, as a result of Invitation to Bid Number OT905712, and updated acknowledgement of recent Net Pricer submissions, as indicated herein.
1	06/22/12	To advise of award with the addition of one (1) contractor, as a result of Invitation to Bid Number OT905712, and updated acknowledgement of recent Net Pricer submissions, as indicated herein.