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: VACCINES

CONTRACT No.: RS900613

EFFECTIVE DATES: 09/17/12 to 07/31/15
Renewal through 07/31/16

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900613 that opened on 07/02/12. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

This Requirements Contract is available to the Ohio Department of Health, 900 Freeway Drive North, Bldg. 8, Columbus, OH 43229, the Ohio Department of Mental Health, Office of Support Services, 2150 W. Broad Street, Columbus, OH 43223, state universities of Ohio, and local health departments approved by the Ohio Department of Health which are properly registered pursuant to Section 125.04(B) of the Ohio Revised Code, Cooperative Purchasing Act, 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

BIDDER INFORMATION: This section highlights some information about this Invitation to Bid (ITB). However, it is the Bidder's responsibility to thoroughly read and understand the Bid in its entirety.

This Invitation to Bid (ITB) is to establish a revenue share type contract. The Contractor is to pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract and submit reports. See pages 11 through 13 of this ITB for further information.

Bidder should be aware that for all Bid items offered, the Unit Price in the Bid Price Pages must be complete and include any applicable FET or other charges. Only the Unit Price in the Bid Price Pages will be acceptable for offered items. No Bidder's attachments or other documents with additional charges or prices will be acceptable.

While the Estimated Annual Usage Quantities are shown on the price pages for each item, usage quantities may increase over time as various agencies begin to use the contract. Although there is no guarantee of any utilization (as the quantities are estimates only), interested bidders should take note of the possible opportunity of larger quantities.

STANDARD CONTRACT TERMS AND CONDITIONS: Pages 1 through 11 of the Instructions, Terms, and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, Rev. 02/2011, are available through the link, "Instructions: Terms and Conditions for bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions," listed on page 1 of the bid, or at the following Web site:

http://www.procure.ohio.gov/pdf/iandt14.pdf

COMMERCIAL GENERAL LIABILITY AND AUTOMOTIVE INSURANCE: Bidders should familiarize themselves with the Workers' Compensation, Automobile and General Liability Requirements, Commercial General Liability and Automobile Liability requirements, Articles S-12 through S-13, listed on page 10 of the Standard Contract Terms and Conditions (see paragraph above for Web location). Bidders will be required to meet these requirements if/when requested.

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.

PRICE PAGES

The Ohio Vaccines contract price pages will be available both from this bid document and as an electronic (Excel spreadsheet) file format. The paper Price Pages are required, and are part of the bid document. The optional Excel file submission should be placed on a CD or floppy disk and included in addition to the paper bid submission in accordance to Page 1 of this Invitation To Bid. If the information on the disk does not match the paper bid submission, the paper bid submission shall prevail. It is the bidder's responsibility to assure the information in the submitted paper Price Pages are checked, accurate, and complete. Bid offers will not be valid unless paper Price Pages are submitted.

For this Ohio Vaccines contract, the Bidder is encouraged to utilize and complete the Excel spreadsheet, and to submit the file on a disk with the bid documents. There are benefits from using the electronic files including efficient data transfer between supplier, bidder, and customer, shorter lead times, and increased accuracy and legibility. Thus, it is generally desirable for the supplemental electronic file to be included along with the paper bid submission for the Ohio Vaccines contract. The Excel sheet is printable, and the paper pages from this printout are acceptable with the bid. It is the Bidder's responsibility to ensure the accuracy and completeness of any information submitted. The paper printout from Excel should look like the Price Pages of the PDF bid.

The electronic file may be accessed by using the following document link: (Click here for the Price Pages in Excel format)

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

NOTICE TO BIDDERS:

TO RECEIVE CONSIDERATION FOR AWARD:

1. The following fields must be entered by the bidder for each item offered in the price pages: Unit Quantity Size, Unit Quantity per Case (if applicable), Manufacturer, NDC Number, and Unit Price.

2. Manufacturer, not product labeler, must be given for each dangerous (legend) drug bid. Manufacturer name must be written in capital letter (upper case) format.

3. NDC Code must be given for each item bid. NDC Format must be 5-4-2, including dashes and prefix zeros.

   Example: 12345-1234-12

4. Alternate/Generic products and/or alternate packaging must be noted in the space provided at the top of each page.

5. Bidders on vaccine are requested to also identify/provide the appropriate Federal Excise Tax (FET) amount per dosage unit as a notation in the space at the top of the corresponding Bid Price Page and clearly denote the FET is included in the quoted price. Whether or not the item Description in the Price Pages states, "Including Federal Excise Tax (FET)", the Unit Price must be complete and include any applicable FET or other charges.

6. For all Bid items offered, the Unit Price in the Bid Price Pages must be complete and include any applicable FET or other charges. Only the Unit Price in the Bid Price Pages will be acceptable for offered items. No Bidder's attachments or other documents with additional charges or prices will be acceptable.

7. Bidder should use a duplicate paper Price Page for any additional/alternate offer(s) of the same line item, clearly identifying which offer(s) are "Alternate", and include the Bidder's initials. This is in addition to the Instructions, Terms, and Conditions for Bidding, and Standard Contract Terms and Conditions, Rev. 02/2011.

8. Bidder should offer an appropriate package size of a single lot, to maximize economy while maintaining a one-year shelf life and six (6) month supply, based on the estimated annual usage quantity listed for the item. Package size should not be greater than a six (6)-month supply, based on the estimated usage quantity listed (annualized) for the item.

Failure to comply with these requirements may cause your bid response to be deemed as not responsive.

COMMON REASONS FOR DISQUALIFICATION:

1. Disqualification at the Bid Opening:

   A. Failure to submit the bid response before 1:00 o'clock p.m. on the posted bid opening date.

   B. Failure to indicate the bid number and appropriate opening date on the front of the sealed bid response envelope.

2. Disqualification during the Bid Evaluation:

   A. Failure to submit Ohio Wholesale Distributor of Dangerous Drugs License or completed Notarized Certificate on pages 9 and 10.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

B. Failure to submit samples and/or literature as requested herein.

C. Failure to meet specifications and/or requirements as listed herein.

1. Compliance with all applicable federal regulations and licenses.
2. Compliance with all applicable state of Ohio regulations and licenses.
3. Compliance with all terms and conditions specific to the bid evaluation and contract performance provisions listed herein.

D. Bidder exceptions taken or conditions proposed to either the standard Certifications, Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, Revised 02/2011, http://www.procure.ohio.gov/pdf/iandt14.pdf, and/or to any of the Special Contract Terms and Conditions, found on pages 3 through 13 of the bid document.

E. Failure to provide Workers' Compensation (Employer Liability) and Certificate of Insurance coverage as specified in paragraphs S-12 and S-13 of the Supplemental Contract Terms and Conditions.

F. Failure to submit documentation when requested and within the specified time period, as indicated herein.

SPECIFICATION QUESTIONS: Bidders may visit the State Procurement 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 Procurement 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 (DAS), 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. Therefore, 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 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. As a reminder, further information may be found in the Standard Contract Terms and Conditions, Revised 02/2011, Section III, Payment Provisions, at the following web address: http://www.procure.ohio.gov/pdf/iandt14.pdf

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item. A line item may be awarded based on an alternate pack (box or case) size if there are significant differences among bids. Unit Quantity Size requested is based on known information, and not necessarily the best fit for the applicable use. If an alternate pack size offers a lower price per unit and meets applicable use (quantity used before expiration, etc.), equivalent units will be compared for the line item award. In addition, the State reserves the right to reject all bids (no award) due to excessive price for a line item or if product does not meet applicable use of the agency, in its best interest. The decision to award either the stated or alternate pack size, or to reject all bids, shall be at the discretion of the Department of Health and Department of Mental Health, in conjunction with the Office of Procurement Services.

ITEM TRANSITION: This contract is intended to allow for an expansion of eligible agencies which may purchase vaccine(s) under a state term contract and is expected to increase the aggregate purchase quantity under the contract over time. It will necessary to terminate any vaccine items currently awarded under the Pharmaceutical Contract, Number OT901311, Index No. LDC101 before the corresponding awarded items are available to order under this LDC102 Vaccines contract. Therefore, the vaccine items which are not currently awarded on the current LDC101/OT901311 contract may be ordered under this LDC102 Vaccines contract beginning on the start date. For items which are currently awarded on Contract LDC101/OT901311 and also become awarded under this Vaccines contract, Index Number LDC102, there will be a short transition period where the items must be terminated from Contract LDC101/OT901311 and thereafter should become available to order under the LDC102 Vaccines contract. The items to be terminated from LDC101/OT901311 will not be known until awards are announced for the LDC102 Vaccines contract. The transition period is expected to be approximately forty five (45) days or less.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, line item awards will be made to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein. For alternate pack size differences, equivalent units will be evaluated for lowest price.

NOTICE TO BIDDERS: The state of Ohio, although not making therapeutic awards, has developed a therapeutic formulary. Cost may be utilized when determining therapeutic ranking within the formulary.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for this period. Thereafter, if the contract is renewed accordingly, the Contractor may submit a request to increase its price(s), up to one (1) time during each subsequent twelve (12) period, per each awarded item. Price increases will be effective forty five (45) calendar days after acceptance by DAS. Acceptance of the price increase request by DAS will be possible after the Contractor has submitted all necessary justification documentation.

It is the successful contractor(s) responsibility to supply the Office of Procurement Services with its price increase request(s) with justification documentation and is to be in the possession of the Office of Procurement Services no later than forty five (45) calendar days before the contractor's anticipated/requested effective date.

No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Additional supportive documentation should include invoices from sub-contractors, transportation, or raw material suppliers as applicable. Contractors shall retain copies of invoices from its suppliers for the duration of the contract and should provide copies upon request, as justification.

Price increase requests must include a signed cover letter and/or a checklist approved by DAS. The cover letter or checklist shall include, at minimum, the Contractor's authorized signature, the Contract Number and/or Index Number, Item Reference Number, NDC Number, date of the current cost list (or invoice), and the date of the last cost list (or invoice) immediately prior to the most recent bid or price change, for each item. DAS may provide the Contractor with an approved checklist to assist Contractor in organizing the required information, and may revise the checklist when necessary. If deemed necessary, DAS may require the approved checklist to be submitted together with the price increase requests.

Cost documents for the original base cost must be relevant to the original bid price. Old and current cost documents must contain the same type of costing information (for example, both must contain the same pricing index, such as WAC) and must be complete with all applicable pages. The old and current cost pages should include the NDC number, effective date(s), manufacturer name, product description, the author/issuer of the document, and signature, if applicable.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

Contractor should be prepared to provide the state with the source(s) and contact person(s) information of the documentation for verification, if requested. Price increase requests which increase profit will not be considered. Any price increase which is later discovered to be undeserved due to an improper Contractor price request submission may be deemed as Contractor's default and subject to Contract Remedies.

Note: Within 30 days after award, Contractors are encouraged provide DAS with a copy of the original cost list and/or invoice document(s) which the bid price of the awarded item(s) are based upon. This option may help the state reduce the processing time of price increase requests.

Price increase will be based on the original awarded product and not a substitute item, and price increase for a substitute item will not be allowed. If an original awarded product is discontinued and a substitute item is approved by DAS, then the price of the substitute item will not be increased for the remainder of the contract. However, the substitute item may be removed from the contract if proper justification supporting the discontinued, original awarded item is submitted and accepted by DAS. All price increase requests shall be accepted and approved solely at the discretion of DAS.

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. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. 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 Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

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

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

The Office of Procurement Services reserves the right to request agreement documentation confirming a contractor's distributor/wholesaler relationship with quoted manufacturers. When notified, the bidder will be required to provide the copies of said agreements, for any manufacturers requested by the Office of Procurement Services, within five (5) business days after notification, to the Office of Procurement Services. Failure to provide the agreements within the stated time period may result in the bidder being deemed as not responsive.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. Each sample shall be clearly marked with the bidder's name and the Item Number, Class, Item Description, Manufacturer and NDC No. as shown on the bid proposal pages. Bidder should secure vendor information label in such a manner that does not obscure the manufacturer's product information. Samples not destroyed in testing will be returned at the bidder's expense, provided the bidder so requests with their bid submission and with the samples. The samples submitted must have the same NDC number as the product being offered on the bid. 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 ten (10) 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

If a sample is not requested for an item and the bidder is bidding an alternate product, a copy of the label or a list of contents for the alternate product is to be included with the bid. Item must be so noted on bid price page. Item must comply with Notarized Certification Statement on Page 10.

SAMPLES AND/OR COPIES OF LABELS: Failure to provide samples or copies of product labels, when requested, will result in the bidder being deemed as not responsive.

NOTICE: If a sample is requested from the Bidder, an actual product sample must be submitted. Submission of labels will not satisfy this requirement in this case, and the bidder will be deemed not responsive.

SAMPLES SHALL BE SENT TO:

Department of Mental Health
Pharmacy Service Center DEA Registration #PP0049658
Attn: Vaccines Bid
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 ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

ADDITIONAL REQUIREMENTS & INFORMATION: The Department of Mental Health usually purchases items six (6) times annually. 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 quote those quantity discounts in the space provided at the top of the page.

If the offered drug is available in unit dose and is not specifically asked for in the bid, please indicate that the unit dose is available and give a package size and cost. Please quote this information on the space provided at the top of the Price Page as a reference for future bids. This information will not be used for evaluation purposes.

The state reserves the right to accept or reject any option listed at its sole discretion.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

LIMITED DISTRIBUTION CONTRACT LDC102: The following agencies will have access to use this contract: The Ohio Department of Health (DOH), 900 Freeway Drive North, Bldg. 8, Columbus, OH 43229, the Ohio Department of Mental Health (DMH), Office of Support Services, 2150 W. Broad Street, Columbus, OH 43223, and state universities (as defined in ORC 3345.011) of Ohio.

The following agencies will have access to use this contract if the stated requirements herein are met, in addition to any other applicable laws, rules, regulations, and requirements: Ohio Local Health Departments which are approved by the Ohio Department of Health to order vaccine(s), and are political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services (DAS), as applicable.

DAS, Office of Procurement Services will periodically update Attachment A of this contract, a list of agencies who are both approved Ohio Local Health Departments and members of the Cooperative Purchasing Program.

Should an ineligible agency attempt to use this contract, Contractor shall refer the agency to the two contact people, below, to inquire about becoming eligible:

Ohio Department of Health	Ohio Department of Administrative Services
Bureau of Infectious Diseases	Office of Procurement Services
ATTN: Ryan Morrison	ATTN: Terry Spiropoulos
35 East Chestnut St., 6th Floor	4200 Surface Road
Columbus, Ohio 43215	Columbus, Ohio 43228
E-mail: ryan.morrison@odh.ohio.gov	E-mail: terry.spiropoulos@das.state.oh.us

Ohio Local Health Departments who wish to order under this contract must meet the following two conditions, in addition to any other applicable laws, rules, regulations, and requirements:

1. Be an approved Ohio Local Health Department, as determined by the Ohio Department of Health to order vaccine(s), and be currently listed on the "approved" list from Ohio Department of Health, Immunization Program, as described above.

2. Be a political subdivision and properly registered as member of the Cooperative Purchasing Program of the Department of Administration Services (DAS), as applicable.

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 may 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 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.)

SPECIAL CONDITIONS: The Director, Department of Administrative Services reserves the right to bid large or unusual requirements, for items that may be a part of the awarded contract, under a separate bid. In addition, the State may elect to participate in any Federal or Center for Disease Control (CDC) contract(s) that may be available to the Department of Health and/or state of Ohio. For Items with Reference Numbers beginning with "210-80-" (vaccines), the Estimated Yearly Usage indicates quantities which may or may not be purchased from the Contract pursuant to this bid, if other contracts stated above are utilized.

DROP SHIPMENTS: The Department of Health (DOH) or Department of Mental Health (DMH), may designate an alternate shipping location other than the normal ship-to location of the ordering agency, as indicated on each Purchase Order. In this case, the Contractor shall send a duplicate Bill of Lading to the DOH or DMH ordering agency, as well as to the shipping location at least twenty four (24) hours in advance. Contractor must confirm the receipt of the advance shipment notices by the DOH or DMH ordering agency within twelve (12) hours. The Contractor DOH or DMH ordering agency, with the approval of DAS, will coordinate/develop mutually agreed upon procedure(s) of how to securely accomplish this, if needed on a routine basis.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within fifteen (15) 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.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid to any state university of Ohio, the Ohio Department of Mental Health, Office of Support Services, Pharmacy Service Center, 2150 W. Broad Street, Columbus, OH 43223, the Ohio Department of Health, 900 Freeway Drive North, Bldg. 8, Columbus, OH 43229, approved local health department agency(ies), or 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 five hundred ($500.00) dollars. 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.

CONTRACT ITEM RENEWAL: In addition to the Instructions, Terms, and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, Revised 02/2011, individual line items may be selected or excluded within any renewal opportunity at the discretion of DAS.

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. The Department of Mental Health must be able to use a reverse distributor for return of medication if they so choose.

USAGE REPORTS: Every three (3) months the contractor must submit a report (written, electronic file, or on disk) indicating sales generated by this contract. The report shall list usage by customer (agency), by Item ID Number (line item), showing the quantities and 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, or by E-Mail: terry.spiropoulos@das.state.oh.us. The first usage report shall be due no later than September 15, 2012 and all subsequent reports shall be due on the fifteenth of the month following the end of the quarter. Contractor shall also provide DAS with a simple list of agencies who have ordered under this contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, https://cm.ohio.gov/. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

SPECIFICATIONS

I. SCOPE

The term of any contract pursuant to this bid shall be for approximately thirty four (34) months, from September 17, 2012,* or the contract award date through July 31, 2015, unless renewed, terminated, or funding expires, in accordance with the Instructions, Terms, and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, Rev. 02/2011.

These specifications cover different types of various vaccine products for the Ohio Department of Mental Health (DMH), Office of Support Services, 2150 W. Broad Street, Columbus, OH 43223, the Ohio Department of Health (DOH), 900 Freeway Drive North, Bldg. 8, Columbus, OH 43229, and any state university (defined in ORC 3345.011) of Ohio. In addition, this is also to provide vaccine products to Ohio Local Health Departments which are political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services (DAS), as applicable, and approved by the Ohio Department of Health to order vaccine(s).

Contractors must obtain the current list of approved Ohio Local Health Departments from the Ohio Department of Health, Immunization Program twice each year and prior to any purchase made from this contract, and, by utilizing this list, assure that only approved Ohio Health Departments are permitted order vaccine(s).

Inquiries should be sent to:
Ohio Department of Health
Bureau of Infectious Diseases
ATTN: Ryan Morrison
35 East Chestnut St.
6th Floor
Columbus, Ohio 43215

A list of Ohio Local Health Departments who are approved by the Ohio Department of Health and are known members of the Cooperative Purchasing Program may be viewed in Attachment A of this Invitation to Bid, as a reference. This will periodically be updated by DAS throughout the contract term.

Items which are not currently awarded on the current Contract Number OT901311, Index No. LDC101, may be ordered on this contract beginning on the start date, unless otherwise indicated. For items which are currently awarded on Contract Number OT901311, any corresponding item awarded under this contract shall become available to order under this contract only upon the cancellation or expiration of said item from Contract No. OT901311.

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, as listed herein, shall be suitable for human medicinal use.

* Original bid stated, “approximately three (3) years, from July 23, 2012”, and was changed to reflect actual start date and duration.

SPECIFICATIONS (Cont'd.)

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. 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.

1. Alternate: For any alternate drug product, including items which require FDA's NDA and ANDA, being offered in this bid, it is the sole responsibility of the bidder to ensure that the manufacturer of the alternate product be clearly identified in the bid. The 2012 or the latest revision(s) thereof (with supplements) of the "Approved Prescription Drug Products" will be used in determining the bioequivalent status, therapeutic equivalency, and/or pharmaceutical equivalency of any drug product, as deemed necessary by the state.

Generic products, which are legend drugs, will be considered only if the manufacturers drug is "A" rated in the current FDA Approved Drug Products book, and the drug is available in the requested strengths.

D. Change of Source(s): The 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. GWQAP: Since the Ohio Department of Mental Health is now a participant in the FDA sponsored "Government Wide Quality Assurance Program" (GWQAP) 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.

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. 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 are not the industry standards. Shipment of multiple lots and loose packaging of drug product may result in a "Complaint to Vendor" being issued, and possibly the cancellation of the contract due to noncompliance with contract terms.

SPECIFICATIONS (Cont'd.)

G. Expiration Date: All products must be of current manufacture. The expiration period, if any, 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. Vitamin products classified as dietary supplements (which are thereby subject to food, not drug, requirements and exempt from labeling the expiration date) are not acceptable.

H. The State's preference on injectable items is vials rather than ampules. If bidder has both available, the bidder shall offer both.

I. When bidding on oral contraceptives make sure to clearly bid if quote is per cycle or per box.

J. Reference to Hospital Labeling on Price Pages indicates that packaging must have Hospital, not Retail, Individual Labeling where each dose is labeled with Product Name, Lot Number and Expiration Date.

Key to abbreviations in the text:

A =	Ampule	L =	50	T =	30
C =	100	M =	1000	U or UD =	Unit Dose
DISP =	Disposable	N =	90	V =	Vi
D =	500	P =	Pint, Plastic, Punch Card	Pkg =	Package
G =	Gallon	S =	60 or Syringe	Unkn =	Unknown
H =	120	SR =	Sustained Release	Z =	250
K =	300	SYR =	Syringe		

IV. DOCUMENTATION:

A. MANDATORY WITH BID RESPONSE

1. Pages 1 and A-1 through A-8, of the ITB with all requested information entered. Bid Price Page(s) not required to be submitted if blank (no bid offer for any item(s) on the page). These pages shall be paper (hard copy).

2. To receive Ohio preference, Page 2 must be completed and submitted with the bid response.

Failure to submit the above documents (with the exception of page 2) will deem the bid not responsive and no further consideration for award will be given.

B. REQUESTED WITH BID RESPONSE

1. The address form and Notarized Certificate on Page 10

2. 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.

SPECIFICATIONS (Cont'd.)

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.

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 18 of the Invitation To Bid).

8. Disclosure of Subcontractors / Joint Ventures (see Page 18 of the Invitation To Bid).

9. Copy of Bidder's Ohio Wholesaler Distributor of Dangerous Drug, as applicable (see Page 9).

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 will deem your bid not responsive and no further consideration for award will be provided.

SPECIFICATIONS (Cont'd.)

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

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

_____ _____

_____ _____

_____ _____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

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.

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.

	ITEM ID NO. REFER. NO.	DESCRIPTION	UNIT QTY. SIZE	PRICE /UNIT	VEN #	UNIT PRICE	MANUFACTURER NDC NUMBER
*	10564 210-80-0711	Human Diploid Rabies Immune Globulin (HRIG) Vaccine 150IU/ml, Single Dose Vial (Imogam) (no substitution)	2 ml 1	VL	260	557.93	SANOFI 49281-0190-20
	10565 210-80-0711V	Human Diploid Rabies Immune Globulin (HRIG) Vaccine 150IU/ml, Vial (Imogam) (no substitution)	10 ml 1	VL	260	2,559.29	SANOFI 49281-0190-10
	23024 210-80-0855	Diphtheria, Tetanus, acellular pertussis combined with inactivated polio (DTaP-IPV), single dose vial. (Kinrix) (no substitution) 10 vials/package	1-Dose Vials 10	PKG	60	462.20	GLAXO 58160-0812-11
	23028 210-80-0855S	Diphtheria, Tetanus, acellular pertussis combined with inactivated polio (DTaP-IPV), single pre-filled syringe. 10 pack - 1 dose T-L syringes (Kinrix) (no substitution)	Single-Dose Syringes 10	PKG	60	462.10	GLAXO 58160-0812-52
	23029 210-80-0859	Tetanus and Diphtheria Toxoids (Td), 10 pack, single dose vials. (Merck) (no substitution)	1-Dose Vials 10	PKG			NO LONGER AVAILABLE
*	10545 210-80-0859S	Tetanus & Diphtheria Toxoids Adsorbed (Td) for Adult use, Preservative Free, 10 pre-filled single-dose syringes, No needle. (Tenivac) (no substitution)	Single-Dose Syringes 10	PKG	260	274.02	SANOFI 49281-0215-15
*	14808 210-80-0859V	Tetanus & Diphtheria Toxoids Adsorbed (Td) for Adult use, Preservative Free, 10 Single-Dose Vials. (no substitution) (Tenivac)	1-Dose Vials 10	PKG	260	274.02	SANOFI 49281-0215-10

* To advise of price increase effective for orders issued on or after January 16, 2016.

ITEM ID NO. REFER. NO.	DESCRIPTION	UNIT QTY. SIZE	PRICE /UNIT	VEN #	UNIT PRICE	MANUFACTURER NDC NUMBER
23030	Tetanus and Diphtheria Toxoids (Td), 10 pack, single dose vials. (MassBiologics)	1-Dose Vials				SEE PART B
210-80-0861	(no substitution)	10	PKG			
23031	DTaP-Hep B-IPV [(Diphtheria and Tetanus Toxoids and Acellular Pertussis Adsorbed, Hepatitis B (Recombinant) and Inactivated Poliovirus Vaccine Combined)] 10 pack - single dose T-L syringes, no needle.	Single-Dose Syringes				GLAXO
210-80-0863	(Pediarix) (no substitution)	10	PKG	60	665.20	58180-0811-52
23032	DTaP-IP-Hib [Diphtheria and Tetanus Toxoids and Acellular Pertussis Adsorbed, Inactivated Poliovirus and Haemophilus b Conjugate (Tetanus Toxoid Conjugate) Vaccine]. 5-pack, single dose vials.	Single-Dose Vials				SANOFI
* 210-80-0864	(Pentacel) (no substitution)	5	PKG	260	437.42	49281-0510-05
10568	DTaP (Diphtheria and Tetanus Toxoids and Acellular Pertussis Vaccine Adsorbed). 10 - pack, Single Dose Vials.	Single-Dose Vials				SANOFI
* 210-80-0870	(Daptacel) (no substitution)	10	PKG	260	228.28	49281-0286-10
23033	DTaP (Diphtheria and Tetanus Toxoids and Acellular Pertussis Vaccine Adsorbed). 10 pack - single dose T-L syringes, no needle.	Single-Dose Syringes				GLAXO
210-80-0871S	(Infanrix) (no substitution)	10	PKG	60	189.60	58160-0810-52

* To advise of price increase effective for orders issued on or after January 16, 2016.

ITEM ID NO. REFER. NO.	DESCRIPTION	UNIT QTY. SIZE	PRICE /UNIT	VEN #	UNIT PRICE	MANUFACTURER NDC NUMBER
23034 210-80-0871V	DTaP (Diphtheria and Tetanus Toxoids and Acellular Pertussis Vaccine Adsorbed). 10 - pack, Single Dose Vials. (Infanrix) (no substitution)	Single-Dose Vials 10	PKG	60	189.60	GLAXO 58160-0810-11
1841 210-80-0872	Tetanus Toxoid, Reduced Diphtheria Toxoid and Acellular Pertussis Vaccine, Adsorbed (TDaP) 10 pack - single dose T-L syringes, no needle. (Boostrix) (no substitution)	Single-Dose Syringes 10	PKG	60	340.80	GLAXO 58160-0842-52
23035 210-80-0872V	Tetanus Toxoid, Reduced Diphtheria Toxoid and Acellular Pertussis Vaccine, Adsorbed (TDaP). 10 - pack, single dose vials. (Boostrix) (no substitution)	Single-Dose Vials 10	PKG	60	340.80	GLAXO 48160-0842-11
6519 210-80-0874	Tetanus Toxoid, Reduced Diphtheria Toxoid and Acellular Pertussis Vaccine, Adsorbed (TDaP). 10 - pack, single dose vials. (Adacel) (no substitution)	10	PKG	260	365.18	SANOFI 49281-0400-10
23037 210-80-0874S	Tetanus Toxoid, Reduced Diphtheria Toxoid and Acellular Pertussis Vaccine, Adsorbed (TDaP). 5 - pack, single dose dose BD Leur-Lok syringes. (Adacel) (no substitution)	Single-Dose Syringes 5	PKG	260	182.59	SANOFI 49281-0400-15
23038 * 210-80-1200	e-IPV (Poliovirus Vaccine Inactivated) 10-dose vial. (IPOL) (no substitution)	1	VL	260	301.73	SANOFI 49281-0860-10

* To advise of a price update effective for orders issued on or after January 16, 2016.

	ITEM ID NO. REFER. NO.	DESCRIPTION	UNIT QTY. SIZE	PRICE /UNIT	VEN #	UNIT PRICE	MANUFACTURER NDC NUMBER
	23039 210-80-1333	Hepatitis A Vaccine, Inactivated, Pediatric. 10 - pack, single dose vials. (Vaqta) (no substitution)	1-Dose Vials 10	PKG			SEE PART B
	23040 210-80-1337S	Hepatitis A Vaccine, Inactivated, Pediatric. 10 pack - single dose T-L syringes, no needle. (Havrix) (no substitution)	1-Dose Syringes 10	PKG	60	231.50	GLAXO 58160-0825-52
	6639 210-80-1337 V	Hepatitis A Vaccine, Inactivated, Pediatric. 10 - pack, single dose vials. (Havrix) (No Subsititution)	1-Dose vials 10	PKG	60	231.50	GLAXO 58160-0825-11
	6640 210-80-1339 S	Hepatitis A Vaccine, Inactivated, Adult. 10 - pack - single dose T-L syringes, no needle. (Havrix) (no substitution)	Each 10	SYR	60	549.40	GLAXO 58160-0826-52
	1688 210-80-1339 V	Hepatitis A Vaccine, Inactivated, Adult. 10 - pack single-dose vials (Havrix) (no substitution)	1 ml 10	PKG			SEE PART B
*	23041 210-80-1341	Hepatitis B Vaccine, Recombinant, Adult. 10 - pack single-dose vials (RecombivaxHB) (no substitution)	1-Dose vials 10	PKG			NO LONGER AVAILABLE
*	23042 210-80-1341U	Hepatitis B Vaccine Recombinant, Adult. single – pack single-dose vials (RecombivaxHB) (no substitution)	1-Dose vial 1	VL			NO LONGER AVAILABLE
*	1690 210-80-1342	Hepatitis B Vaccine, Recombinant, Pediatric/ Adolescent, 10 - pack single-dose vials. (Recombivax HB) (No Substitution)	1-Dose vials 10	PKG			NO LONGER AVAILABLE

* Indicates removal of 23041, 23042 and 1690. Product is no longer available effective 8/1/2015.

ITEM ID NO. REFER. NO.	DESCRIPTION	UNIT QTY. SIZE	PRICE /UNIT	VEN #	UNIT PRICE	MANUFACTURER NDC NUMBER
1691 210-80-1345	Hepatitis B Vaccine, Recombinant, Adult. 10 - pack single-dose vials (Engerix B) (No Substitution)	1 ml 10	PKG	60	437.30	GLAXO 58160-0821-11
6644 210-80-1345A	Hepatitis B Vaccine - Recombinant 20mcg/ml, Syringes. (Engerix B) (No Substitution)	5	PKG			SEE PART B
23043 210-80-1345S	Hepatitis B Vaccine (Recombinant) Adult 10 pack - single dose T-L syringes, no needle. (Engerix B) (no substitution)	1-Dose Syringes 10	PKG	60	437.30	GLAXO 58160-0821-52
(TBD) 210-80-1347S	Hepatitis B Vaccine, Recombinant, Pediatric/ Adolescent, 10 pack - single dose T-L syringes, no needle. (Engerix B) (No Substitution)	1-Dose Syringes 10	PKG	60	134.50	GLAXO 58160-0820-52
6642 210-80-1347 V	Hepatitis B Vaccine, Recombinant, Pediatric/ Adolescent, 10 - pack single-dose vials. (Engerix B) (No Substitution)	1-Dose vials 10	PKG	60	134.50	GLAXO 58160-0820-11
6641 210-80-1352 S	Hepatitis A Inactivated & Hepatitis B Recombinant, Vaccine, 18/Adult, 10 pack - single dose T-L syringes, no needle. (Twinrix) (No Substitution)	1-Dose Syringes 10	PKG	60	789.30	GLAXO 58160-0815-52
1689 210-80-1352 V	Hepatitis A Inactivated & Hepatitis B Recombinant, Vaccine, 18/Adult, 10 - pack single-dose vials. (Twinrix) (No Substitution)	1-Dose vials 10	PKG	60	789.30	GLAXO 58160-0815-11
* 1842 210-80-1355	Hepatitis B-Hib (Haemophilus b Conjugate and Hepatitis B Recombinant Vaccine), 10 - pack single-dose vials. (Comvax) (No Substitution)	1-Dose vials 10	PKG			NO LONGER AVAILABLE

* Indicates removal of 1842. Product is no longer available effective 8/1/2015.

ITEM ID NO. REFER. NO.	DESCRIPTION	UNIT QTY. SIZE	PRICE /UNIT	VEN #	UNIT PRICE	MANUFACTURER NDC NUMBER
(TBD) 210-80-1356V	Hib - Haemophilus b Conjugate Vaccine 10 - pack single-dose vials. (Hiberix) (No Substitution)	1-Dose vials 10	PKG			NO AWARD
* 10571 210-80-1357 A	Hib - Haemophilus b Conjugate Vaccine 5 - pack single-dose vials. (ActHIB) (No Substitution)	1-Dose vials 5	PKG	260	105.52	SANOFI 49281-0545-03
23044 210-80-1357V	Hib - Haemophilus B Conjugate Vaccine 10 - pack single-dose vials. (PedvaxHIB) (no substitution)	1-Dose vials 10	PKG			NO LONGER AVAILABLE
23045 210-80-1369P	Rotavirus Vaccine, Live, Oral, Pentavalent 25 pack – 1 dose 2mL tubes (RotaTeq) (no substitution)	1-dose 2ml tubes 25	PKG			NO LONGER AVAILABLE
6697 210-80-1440	Measles, Mumps & Rubella Virus Vaccine Live, (MMR), Box of 10 Single Dose 0.5ml Vials w/ necessary diluent. (MMRII) (no substitution)	1-Dose vials 10	BOX			NO LONGER AVAILABLE
23046 210-80-1449	Meningococcal Conjugate (Groups A, C, Y and W-135), 5 - pack single-dose vials. (Menveo) (no substitution)	1-Dose vials 5	PKG			NO LONGER AVAILABLE
10572 210-80-1449 V	Meningococcal Conjugate (Groups A, C, Y and W-135), 5 - pack single-dose vials. (Menactra) (no substitution)	1-Dose vials 5	PKG	260	548.32	SANOFI 49281-0589-05
14811 210-80-1521	Rabies Vaccine 2.5 IU, Powder for Inj (RabAvert) (no substitution)	1 ml 1	PKG			SEE PART B

* To advise of a update NDC for orders issued on or after June 10, 2016.

ITEM ID NO. REFER. NO.	DESCRIPTION	UNIT QTY. SIZE	PRICE /UNIT	VEN #	UNIT PRICE	MANUFACTURER NDC NUMBER
* 23047 210-80-1522V	Rabies Vaccine (Imovax) (no substitution)	1 ml 1	PKG	260	295.68	SANOFI 49281-0250-51
23048 210-80-1539S	HPV – Bivalent Human Papillomavirus Bivalent (Types 16 and 18) Vaccine, Recombinant, 10 pack – single dose syringes, no needle. (Cervarix) (no substitution)	1-Dose Syringes 10	PKG	60	1,282.20	GLAXO 58160-0830-52
11945 210-80-1540	HPV – Quadrivalent Human Papillomavirus Types 6, 11, 16, and 18 Recombinant, 10 – pack single-dose vials. (Gardasil) (no substitution)	1-Dose vials 10	PKG			NO AWARD
23049 210-80-1545S	PCV13, Pneumococcal 13-valent Conjugate Vaccine (Diphtheria CRM197 Protein), Pediatric, 10 pack - single dose syringes, no needle. (Prevnar 13 TM) (no substitution)	Single-Dose Syringes 10	PKG			SEE PART B
23050 210-80-1546	Pneumococcal Vaccine Polyvalent, (23 Valent), 10 - pack single-dose vials. (Pneumovax) (no substitution)	1-Dose vials 10	PKG			SEE PART B
23051 210-80-1546 V	Pneumococcal Vaccine Polyvalent, (23 Valent), 5 Doses/Vial. (Pneumovax) (no substitution)	5-dose 1	VL			SEE PART B
23053 210-80-1568V	Rotavirus, Live, Oral, 10 - pack single-dose vials. (Rotarix) (no substitution)	1-Dose vials 10	PKG	60	1,054.60	GLAXO 58160-0854-52

* To advise of price increase effective for orders issued on or after January 7, 2015.

	ITEM ID NO. REFER. NO.	DESCRIPTION	UNIT QTY. SIZE	PRICE /UNIT	VEN #	UNIT PRICE	MANUFACTURER NDC NUMBER
*	14812 210-80-1569	Rotavirus, Oral, Pentavalent, 2ml, 10 - pack single-dose tubes. (RotaTeq) (no substitution)	1-Dose 2ml tubes 10	PKG			NO LONGER AVAILABLE
*	6699 210-80-1590 A	Typhoid Vaccine, Capsules (Live Oral Ty21a). (Vivotif) (no substitution)	4	PKG			NO LONGER AVAILABLE
*	23054 210-80-1600V	Varicella Virus Vaccine, Live, 10 - pack single-dose vials. (Varivax) (no substitution)	1-Dose vials 10	PKG			NO LONGER AVAILABLE
	23055 210-80-1650	Zoster Vaccine Live, 10 - pack single-dose vials. (Zostavax) (no substitution)	1-Dose vials 10	PKG			NO AWARD
*	11947 210-80-1650V	Zoster Vaccine Live, single-dose 0.65mL Vial. (Zostavax) (no substitution)	1-Dose 0.65ml vl 1	VL			NO LONGER AVAILABLE

* Indicates removal of 14812, 6699, 23054 and 11947. Product is no longer available effective 8/1/2015.

CONTRACTOR INDEX

** CONTRACTOR AND TERMS: BID CONTRACT NO:

ABO Pharmaceuticals

* CONTRACTOR AND TERMS: BID CONTRACT NO.: RS900613-1

76401
Capital Wholesale Drug Co.
60 873 Williams Avenue
Columbus, OH 43212

DELIVERY: 15 Days A.R.O.

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.: 23019 - Freight charges on orders totaling less than $500.00.

* CONTRACTOR AND TERMS: BID CONTRACT NO.: RS900613-8

4191
205 Pfizer, Inc.
500 Arcola Road
Collegeville, PA 19426

DELIVERY: 15 Days A.R.O.

TERMS: 2% 30 Days, Net 31

REMITTANCE ADDRESS:
Pfizer, Inc.
P.O. Box 100539
Atlanta, GA 30384-0539

MAIL PURCHASE ORDERS TO:
Pfizer, Inc.
500 Arcola Road
Collegeville, PA 19426

CONTRACTOR'S CONTACT: Allison Becker

Telephone: (484) 865-1105
E-mail: allison.becker@pfizer.com

Contractor's preferred method of receiving purchase orders: E-mail: prevnarteam@pfizer.com
(Attn: Allison Becker)

ITEM ID NO.: 24355 - Freight charges on orders totaling less than $500.00.

** CONTRACTOR AND TERMS: BID CONTRACT NO:

Novartis Vaccines and Diagnostics, Inc.

* Indicates removal of expiration date on the Contractor's Index page.
** Indicates removal of ABO Pharmaceuticals and Novartis Vaccines, Inc. effective August 1, 2015.

CONTRACTOR INDEX

* CONTRACTOR AND TERMS: BID CONTRACT NO.:

Crucell Vaccines, Inc.

* CONTRACTOR AND TERMS: BID CONTRACT NO.:

Regimed Medical

** CONTRACTOR AND TERMS: BID CONTRACT NO.: RS900613-4

131828
260 Sanofi Pasteur, Inc.
Discovery Drive
Swiftwater, PA 18370

DELIVERY: 15 Days A.R.O.

TERMS: 2% 30 Days, Net 30

REMITTANCE ADDRESS:
Sanofi Pasteur, Inc.
12458 Collections Center Dr.
Chicago, IL 60693

MAIL PURCHASE ORDERS TO:
Sanofi Pasteur, Inc.
Attn: Customer Account Management
Discovery Drive
Swiftwater, PA 18370-0187

CONTRACTOR'S CONTACT: Pamela Garcia-Gomez

Toll Free: (800) 822-2463, ext. 70330
Telephone: (570) 957-0330
FAX: (570) 957-3272
E-mail: pamela.gomez@sanofipasteur.com

Contractor's preferred method of receiving purchase orders: FAX: (570) 957-0940

NOTE: An additional 1% savings is available for all orders placed through Sanofi Pasteur's website at:
www.vaccineshoppe.com
Reference Sanofi Pasteur Inc.'s Bid/Contract #422709

ITEM ID NO.: 23022 - Freight charges on orders totaling less than $500.00.

* Indicates removal of Crucell Vaccines, Inc. and Regimed Medical effective August 1, 2015.
** Indicates removal of expiration date on the Contractor's Index page.
*** Indicates repagination effective with Amendment # 13 dated August 1, 2015.

*

ATTACHMENT A MOVED TO PAGE 51

THE REMAINDER OF THIS PAGE INTENTIALLY LEFT BLANK

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

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PART B

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

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

PRIMARY CONTRACT No.: **RS900613**

VACCINES

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. RS902513 that opened on 11/16/12. Your company has been determined to be the lowest responsive and responsible and has been awarded a Contract for the item(s) listed therein. The bid response, to include 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 Supplemental Requirements Contract. As indicated in the Invitation to Bid, any award(s) resulting from this bid will be incorporated into the above referenced Primary Requirements Contract. In the event that any of the terms, conditions or specifications of the Requirements Contract differ, the terms, conditions or specifications of this Supplemental Requirements Contract shall prevail.

This Supplemental Requirements Contract is effective beginning 02/26/13 and will expire on 07/31/15 unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Supplemental Requirements Contract is available to the Ohio Department of Health, 900 Freeway Drive North, Bldg. 8, Columbus, OH 43229, the Ohio Department of Mental Health, Office of Support Services, 2150 W. Broad Street, Columbus, OH 43223, state universities of Ohio, and local health departments approved by the Ohio Department of Health which are properly registered pursuant to Section 125.04(B) of the Ohio Revised Code, Cooperative Purchasing Act, 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.

Questions regarding this Supplemental Requirements Contract may be directed to:

The signed Supplemental Requirements Contract and Amendment(s) thereto, are available for review at and/or downloading from the DAS Web site at the following address:

http://www.ohio.gov/procure

Signed: _____
Robert Blair, Director Date

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

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SPECIAL INSTRUCTIONS TO BIDDERS

BIDDER INFORMATION: This section highlights some information about this Invitation to Bid (ITB). However, it is the Bidder's responsibility to thoroughly read and understand the Bid in its entirety.

This Invitation to Bid (ITB) is to establish a revenue share type contract. The Contractor is to pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract and submit reports. See pages 11 through 13 of this ITB for further information.

Bidder should be aware that for all Bid items offered, the Unit Price in the Bid Price Pages must be complete and include any applicable FET or other charges. Only the Unit Price in the Bid Price Pages will be acceptable for offered items. No Bidder's attachments or other documents with additional charges or prices will be acceptable.

While the Estimated Annual Usage Quantities are shown on the price pages for each item, usage quantities may increase over time as various agencies begin to use the contract. Although there is no guarantee of any utilization (as the quantities are estimates only), interested bidders should take note of the possible opportunity of larger quantities.

STANDARD CONTRACT TERMS AND CONDITIONS: Pages 1 through 13 of the Instructions, Terms, and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, Rev. 09/2012, are available through the link, "Instructions: Terms and Conditions for bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions," listed on page 1 of the bid, or at the following Web site:

https://procure.ohio.gov/PTcond/iandt15.pdf

COMMERCIAL GENERAL LIABILITY AND AUTOMOTIVE INSURANCE: Bidders should familiarize themselves with the Workers' Compensation, Automobile and General Liability Requirements, Commercial General Liability and Automobile Liability requirements, Articles S-12 through S-13, listed on page 12 of the Standard Contract Terms and Conditions (see paragraph above for Web location). Bidders will be required to meet these requirements if/when requested.

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. RS900613 effective 11/27/12.

PRICE PAGES

The Ohio Vaccines bid Price Pages will be available herein from this bid document. The optional electronic file format will not be utilized for this bid opportunity, due to relatively few items. It is the bidder's responsibility to assure the information in the submitted paper Price Pages are checked, accurate, and complete.

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

NOTICE TO BIDDERS:

TO RECEIVE CONSIDERATION FOR AWARD:

1. The following fields must be entered by the bidder for each item offered in the price pages: Unit Quantity Size, Unit Quantity per Case (if applicable), Manufacturer, NDC Number, and Unit Price.

2. Manufacturer, not product labeler, must be given for each dangerous (legend) drug bid. Manufacturer name must be written in capital letter (upper case) format.

3. NDC Code must be given for each item bid. NDC Format must be 5-4-2, including dashes and prefix zeros.

   Example: 12345-1234-12

4. Alternate/Generic products and/or alternate packaging must be noted in the space provided at the top of each page.

5. Bidders on vaccine are requested to also identify/provide the appropriate Federal Excise Tax (FET) amount per dosage unit as a notation in the space at the top of the corresponding Bid Price Page and clearly denote the FET is included in the quoted price. Whether or not the item Description in the Price Pages states, "Including Federal Excise Tax (FET)", the Unit Price must be complete and include any applicable FET or other charges.

6. For all Bid items offered, the Unit Price in the Bid Price Pages must be complete and include any applicable FET or other charges. Only the Unit Price in the Bid Price Pages will be acceptable for offered items. No Bidder's attachments or other documents with additional charges or prices will be acceptable.

7. Bidder should use a duplicate paper Price Page for any additional/alternate offer(s) of the same line item, clearly identifying which offer(s) are "Alternate", and include the Bidder's initials. This is in addition to the Instructions, Terms, and Conditions for Bidding, and Standard Contract Terms and Conditions, Rev. 09/2012.

8. Bidder should offer an appropriate package size of a single lot, to maximize economy while maintaining a one-year shelf life and six (6) month supply, based on the estimated annual usage quantity listed for the item. Package size should not be greater than a six (6)-month supply, based on the estimated usage quantity listed (annualized) for the item.

Failure to comply with these requirements may cause your bid response to be deemed as not responsive.

COMMON REASONS FOR DISQUALIFICATION:

1. Disqualification at the Bid Opening:

   A. Failure to submit the bid response before 1:00 o'clock p.m. on the posted bid opening date.

   C. Failure to indicate the bid number and appropriate opening date on the front of the sealed bid response envelope.

2. Disqualification during the Bid Evaluation:

   A. Failure to submit Ohio Wholesale Distributor of Dangerous Drugs License or completed Notarized Certificate on pages 9 and 10.

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SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

B. Failure to submit samples and/or literature as requested herein.

C. Failure to meet specifications and/or requirements as listed herein.

1. Compliance with all applicable federal regulations and licenses.
2. Compliance with all applicable state of Ohio regulations and licenses.
3. Compliance with all terms and conditions specific to the bid evaluation and contract performance provisions listed herein.

G. Bidder exceptions taken or conditions proposed to either the standard Certifications, Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, Revised 09/2012, https://procure.ohio.gov/PTcond/iandt15.pdf, and/or to any of the Special Contract Terms and Conditions, found in this bid document.

H. Failure to provide Workers' Compensation (Employer Liability) and Certificate of Insurance coverage as specified in paragraphs S-12 and S-13 of the Supplemental Contract Terms and Conditions.

I. Failure to submit documentation when requested and within the specified time period, as indicated herein.

SPECIFICATION QUESTIONS: Bidders may visit the State Procurement 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 Procurement 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 (DAS), 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. Therefore, 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 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. As a reminder, further information may be found in the Standard Contract Terms and Conditions, Revised 09/2012, Section III, Payment Provisions, at the following web address: https://procure.ohio.gov/PTcond/iandt15.pdf

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item. A line item may be awarded based on an alternate pack (box or case) size if there are significant differences among bids. Unit Quantity Size requested is based on known information, and not necessarily the best fit for the applicable use. If an alternate pack size offers a lower price per unit and meets applicable use (quantity used before expiration, etc.), equivalent units will be compared for the line item award. In addition, the State reserves the right to reject all bids (no award) due to excessive price for a line item or if product does not meet applicable use of the agency, in its best interest. The decision to award either the stated or alternate pack size, or to reject all bids, shall be at the discretion of the Department of Health and Department of Mental Health, in conjunction with the Office of Procurement Services.

ITEM TRANSITION: This contract is intended to allow for an expansion of eligible agencies which may purchase vaccine(s) under a state term contract and is expected to increase the aggregate purchase quantity under the contract over time. It will necessary to terminate any vaccine items currently awarded under the Pharmaceutical Contract, Number OT901311, Index No. LDC101 before the corresponding awarded items are available to order under this LDC102 Vaccines contract. Therefore, the vaccine items which are not currently awarded on the current LDC101/OT901311 contract may be ordered under this LDC102 Vaccines contract beginning on the start date. For items which are currently awarded on Contract LDC101/OT901311 and also become awarded under this Vaccines contract, Index Number LDC102, there will be a short transition period where the items must be terminated from Contract LDC101/OT901311 and thereafter should become available to order under the LDC102 Vaccines contract. The items to be terminated from LDC101/OT901311 will not be known until awards are announced for the LDC102 Vaccines contract. The transition period is expected to be approximately forty five (45) days or less.

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, line item awards will be made to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein. For alternate pack size differences, equivalent units will be evaluated for lowest price.

NOTICE TO BIDDERS: The state of Ohio, although not making therapeutic awards, has developed a therapeutic formulary. Cost may be utilized when determining therapeutic ranking within the formulary.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for this period. Thereafter, if the contract is renewed accordingly, the Contractor may submit a request to increase its price(s), up to one (1) time during each subsequent twelve (12) period, per each awarded item. Price increases will be effective forty five (45) calendar days after acceptance by DAS. Acceptance of the price increase request by DAS will be possible after the Contractor has submitted all necessary justification documentation.

It is the successful contractor(s) responsibility to supply the Office of Procurement Services with its price increase request(s) with justification documentation and is to be in the possession of the Office of Procurement Services no later than forty five (45) calendar days before the contractor's anticipated/requested effective date.

No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Additional supportive documentation should include invoices from sub-contractors, transportation, or raw material suppliers as applicable. Contractors shall retain copies of invoices from its suppliers for the duration of the contract and should provide copies upon request, as justification.

Price increase requests must include a signed cover letter and/or a checklist approved by DAS. The cover letter or checklist shall include, at minimum, the Contractor's authorized signature, the Contract Number and/or Index Number, Item Reference Number, NDC Number, date of the current cost list (or invoice), and the date of the last cost list (or invoice) immediately prior to the most recent bid or price change, for each item. DAS may provide the Contractor with an approved checklist to assist Contractor in organizing the required information, and may revise the checklist when necessary. If deemed necessary, DAS may require the approved checklist to be submitted together with the price increase requests.

Cost documents for the original base cost must be relevant to the original bid price. Old and current cost documents must contain the same type of costing information (for example, both must contain the same pricing index, such as WAC) and must be complete with all applicable pages. The old and current cost pages should include the NDC number, effective date(s), manufacturer name, product description, the author/issuer of the document, and signature, if applicable.

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

Contractor should be prepared to provide the state with the source(s) and contact person(s) information of the documentation for verification, if requested. Price increase requests which increase profit will not be considered. Any price increase which is later discovered to be undeserved due to an improper Contractor price request submission may be deemed as Contractor's default and subject to Contract Remedies.

Note: Within 30 days after award, Contractors are encouraged provide DAS with a copy of the original cost list and/or invoice document(s) which the bid price of the awarded item(s) are based upon. This option may help the state reduce the processing time of price increase requests.

Price increase will be based on the original awarded product and not a substitute item, and price increase for a substitute item will not be allowed. If an original awarded product is discontinued and a substitute item is approved by DAS, then the price of the substitute item will not be increased for the remainder of the contract. However, the substitute item may be removed from the contract if proper justification supporting the discontinued, original awarded item is submitted and accepted by DAS. All price increase requests shall be accepted and approved solely at the discretion of DAS.

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. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. 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 Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

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

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

The Office of Procurement Services reserves the right to request agreement documentation confirming a contractor's distributor/wholesaler relationship with quoted manufacturers. When notified, the bidder will be required to provide the copies of said agreements, for any manufacturers requested by the Office of Procurement Services, within 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.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. Each sample shall be clearly marked with the bidder's name and the Item Number, Class, Item Description, Manufacturer and NDC No. as shown on the bid proposal pages. Bidder should secure vendor information label in such a manner that does not obscure the manufacturer's product information. Samples not destroyed in testing will be returned at the bidder's expense, provided the bidder so requests with their bid submission and with the samples. The samples submitted must have the same NDC number as the product being offered on the bid. 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 ten (10) 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

If a sample is not requested for an item and the bidder is bidding an alternate product, a copy of the label or a list of contents for the alternate product is to be included with the bid. Item must be so noted on bid price page. Item must comply with Notarized Certification Statement on Page 10.

SAMPLES AND/OR COPIES OF LABELS: Failure to provide samples or copies of product labels, when requested, will result in the bidder being deemed as not responsive.

NOTICE: If a sample is requested from the Bidder, an actual product sample must be submitted. Submission of labels will not satisfy this requirement in this case, and the bidder will be deemed not responsive.

SAMPLES SHALL BE SENT TO:

Department of Mental Health
Pharmacy Service Center DEA Registration #PP0049658
Attn: Vaccines Bid
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.

ADDITIONAL REQUIREMENTS & INFORMATION: The Department of Mental Health usually purchases items six (6) times annually. 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 quote those quantity discounts in the space provided at the top of the page.

If the offered drug is available in unit dose and is not specifically asked for in the bid, please indicate that the unit dose is available and give a package size and cost. Please quote this information on the space provided at the top of the Price Page as a reference for future bids. This information will not be used for evaluation purposes.

The state reserves the right to accept or reject any option listed at its sole discretion.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

LIMITED DISTRIBUTION CONTRACT LDC102: The following agencies will have access to use this contract: The Ohio Department of Health (DOH), 900 Freeway Drive North, Bldg. 8, Columbus, OH 43229, the Ohio Department of Mental Health (DMH), Office of Support Services, 2150 W. Broad Street, Columbus, OH 43223, and state universities (as defined in ORC 3345.011) of Ohio.

The following agencies will have access to use this contract if the stated requirements herein are met, in addition to any other applicable laws, rules, regulations, and requirements: Ohio Local Health Departments which are approved by the Ohio Department of Health to order vaccine(s), and are political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services (DAS), as applicable.

DAS, Office of Procurement Services will periodically update Attachment A of this contract, a list of agencies who are both approved Ohio Local Health Departments and members of the Cooperative Purchasing Program.

Should an ineligible agency attempt to use this contract, Contractor shall refer the agency to the two contact people, below, to inquire about becoming eligible:

Ohio Department of Health	Ohio Department of Administrative Services
Bureau of Infectious Diseases	Office of Procurement Services
ATTN: Ryan Morrison	ATTN: Terry Spiropoulos
35 East Chestnut St., 6th Floor	4200 Surface Road
Columbus, Ohio 43215	Columbus, Ohio 43228
E-mail: ryan.morrison@odh.ohio.gov	E-mail: terry.spiropoulos@das.state.oh.us

Ohio Local Health Departments who wish to order under this contract must meet the following two conditions, in addition to any other applicable laws, rules, regulations, and requirements:

3. Be an approved Ohio Local Health Department, as determined by the Ohio Department of Health to order vaccine(s), and be currently listed on the "approved" list from Ohio Department of Health, Immunization Program, as described above.

4. Be a political subdivision and properly registered as member of the Cooperative Purchasing Program of the Department of Administration Services (DAS), as applicable.

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 may 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.)

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

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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

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

SPECIAL CONDITIONS: The Director, Department of Administrative Services reserves the right to bid large or unusual requirements, for items that may be a part of the awarded contract, under a separate bid. In addition, the State may elect to participate in any Federal or Center for Disease Control (CDC) contract(s) that may be available to the Department of Health and/or state of Ohio. For Items with Reference Numbers beginning with "210-80-" (vaccines), the Estimated Yearly Usage indicates quantities which may or may not be purchased from the Contract pursuant to this bid, if other contracts stated above are utilized.

DROP SHIPMENTS: The Department of Health (DOH) or Department of Mental Health (DMH) may designate an alternate shipping location other than the normal ship-to location of the ordering agency, as indicated on each Purchase Order. In this case, the Contractor shall send a duplicate Bill of Lading to the DOH or DMH ordering agency, as well as to the shipping location at least twenty four (24) hours in advance. Contractor must confirm the receipt of the advance shipment notices by the DOH or DMH ordering agency within twelve (12) hours. The Contractor DOH or DMH ordering agency, with the approval of DAS, will coordinate/develop mutually agreed upon procedure(s) of how to securely accomplish this, if needed on a routine basis.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within fifteen (15) calendar 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.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid to any state university of Ohio, the Ohio Department of Mental Health, Office of Support Services, Pharmacy Service Center, 2150 W. Broad Street, Columbus, OH 43223, the Ohio Department of Health, 900 Freeway Drive North, Bldg. 8, Columbus, OH 43229, approved local health department agency(ies), or 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 five hundred ($500.00) dollars. 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.

CONTRACT ITEM RENEWAL: In addition to the Instructions, Terms, and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, Revised 09/2012, individual line items may be selected or excluded within any renewal opportunity at the discretion of DAS.

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. The Department of Mental Health must be able to use a reverse distributor for return of medication if they so choose.

USAGE REPORTS: Every three (3) months the contractor must submit a report (written, electronic file, or on disk) indicating sales generated by this contract. The report shall list usage by customer (agency), by Item ID Number (line item), showing the quantities and 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, or by E-Mail: terry.spiropoulos@das.state.oh.us. The first usage report shall be due no later than September 15, 2012 and all subsequent reports shall be due on the fifteenth of the month following the end of the quarter. Contractor shall also provide DAS with a simple list of agencies who have ordered under this contract.

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, https://cm.ohio.gov/. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

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* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

SPECIFICATIONS

I. SCOPE

The term of any contract pursuant to this bid shall be for approximately thirty two (32) months, from February 26, 2013 through July 31, 2015, unless renewed, terminated, or funding expires, in accordance with the Instructions, Terms, and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, Rev. 09/2012.

These specifications cover different types of various vaccine products for the Ohio Department of Mental Health (DMH), Office of Support Services, 2150 W. Broad Street, Columbus, OH 43223, the Ohio Department of Health (DOH), 900 Freeway Drive North, Bldg. 8, Columbus, OH 43229, and any state university (defined in ORC 3345.011) of Ohio. In addition, this is also to provide vaccine products to Ohio Local Health Departments which are political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services (DAS), as applicable, and approved by the Ohio Department of Health to order vaccine(s).

Contractors must obtain the current list of approved Ohio Local Health Departments from the Ohio Department of Health, Immunization Program twice each year and prior to any purchase made from this contract, and, by utilizing this list, assure that only approved Ohio Health Departments are permitted order vaccine(s).

Inquiries should be sent to:
Ohio Department of Health
Bureau of Infectious Diseases
ATTN: Ryan Morrison
35 East Chestnut St.
6th Floor
Columbus, Ohio 43215

A list of Ohio Local Health Departments who are approved by the Ohio Department of Health and are known members of the Cooperative Purchasing Program may be viewed in Attachment A of this Invitation to Bid, as a reference. This will periodically be updated by DAS throughout the contract term.

Items which are not currently awarded on the current Contract Number OT901311, Index No. LDC101, may be ordered on this contract beginning on the start date, unless otherwise indicated. For items which are currently awarded on Contract Number OT901311, any corresponding item awarded under this contract shall become available to order under this contract only upon the cancellation or expiration of said item from Contract No. OT901311.

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

B. Use: All types of pharmaceuticals and chemicals, as listed herein, shall be suitable for human medicinal use.

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

SPECIFICATIONS (Cont'd.)

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. 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.

1. Alternate: For any alternate drug product, including items which require FDA's NDA and ANDA, being offered in this bid, it is the sole responsibility of the bidder to ensure that the manufacturer of the alternate product be clearly identified in the bid. The 2012 or the latest revision(s) thereof (with supplements) of the "Approved Prescription Drug Products" will be used in determining the bioequivalent status, therapeutic equivalency, and/or pharmaceutical equivalency of any drug product, as deemed necessary by the state.

Generic products, which are legend drugs, will be considered only if the manufacturers drug is "A" rated in the current FDA Approved Drug Products book, and the drug is available in the requested strengths.

H. Change of Source(s): The 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.

I. GWQAP: Since the Ohio Department of Mental Health is now a participant in the FDA sponsored "Government Wide Quality Assurance Program" (GWQAP) 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.

J. 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. 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 are not the industry standards. Shipment of multiple lots and loose packaging of drug product may result in a "Complaint to Vendor" being issued, and possibly the cancellation of the contract due to noncompliance with contract terms.

SPECIFICATIONS (Cont'd.)

K. Expiration Date: All products must be of current manufacture. The expiration period, if any, 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. Vitamin products classified as dietary supplements (which are thereby subject to food, not drug, requirements and exempt from labeling the expiration date) are not acceptable.

H. The State's preference on injectable items is vials rather than ampules. If bidder has both available, the bidder shall offer both.

I. When bidding on oral contraceptives make sure to clearly bid if quote is per cycle or per box.

J. Reference to Hospital Labeling on Price Pages indicates that packaging must have Hospital, not Retail, Individual Labeling where each dose is labeled with Product Name, Lot Number and Expiration Date.

Key to abbreviations in the text:

A =	Ampule	L =	50	T =	30
C =	100	M =	1000	U or UD =	Unit Dose
DISP =	Disposable	N =	90	V =	Vi
D =	500	P =	Pint, Plastic, Punch Card	Pkg =	Package
G =	Gallon	S =	60 or Syringe	Unkn =	Unknown
H =	120	SR =	Sustained Release	Z =	250
K =	300	SYR =	Syringe		

IV. DOCUMENTATION:

A. MANDATORY WITH BID RESPONSE

1. Pages 1 and B-1 through B-2, of the ITB with all requested information entered. Bid Price Page(s) not required to be submitted if blank (no bid offer for any item(s) on the page). These pages shall be paper (hard copy).

2. To receive Ohio preference, Page 2 must be completed and submitted with the bid response.

Failure to submit the above documents (with the exception of page 2) will deem the bid not responsive and no further consideration for award will be given.

B. REQUESTED WITH BID RESPONSE

1. The address form and Notarized Certificate on Page 10

2. 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.

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

SPECIFICATIONS (Cont'd.)

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.

   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 through the following web address:

   http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification.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 18 of the Invitation to Bid).

7. Disclosure of Subcontractors / Joint Ventures (see Page 18 of the Invitation to Bid).

8. Copy of Bidder's Ohio Wholesaler Distributor of Dangerous Drug, as applicable (see Page 9).

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 will deem your bid not responsive and no further consideration for award will be provided.

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SPECIFICATIONS (Cont'd.)

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

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

_____ _____

_____ _____

_____ _____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

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.

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.

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

	ITEM ID NO. REFER. NO.	DESCRIPTION	UNIT QTY. SIZE	PRICE /UNIT	VEN #	UNIT PRICE	MANUFACTURER NDC NUMBER
**	24291 210-80-0861	Tetanus and Diphtheria Toxoids (Td), 10 pack, single dose vials. (MassBiologics) (no substitution)	1-Dose Vials 10	PKG			NO LONGER AVAILABLE
	24290 210-80-1333	Hepatitis A Vaccine, Inactivated, Pediatric. 10 - pack, single dose vials. (Vaqta) (no substitution)	1-Dose Vials 10	PKG	60	327.23	MERCK 00006-4831-41
	1688 210-80-1339 V	Hepatitis A Vaccine, Inactivated, Adult. 10 - pack single-dose vials (Havrix) (no substitution)	1 ml 10	PKG	60	557.22	GLAXO 58160-0826-11
	6644 210-80-1345A	Hepatitis B Vaccine - Recombinant 20mcg/ml, Syringes. (Engerix B) (No Substitution)	5	PKG	60	344.21	GLAXO 58160-0821-52
	14811 210-80-1521	Rabies Vaccine 2.5 IU, Powder for Inj (RabAvert) (no substitution)	1 ml 1	PKG	60	253.86	NOVARTIS 63851-0501-01
	11945 210-80-1540	HPV - Quadrivalent Human Papillomavirus Types 6, 11, 16, and 18 Recombinant, 10 - pack single-dose vials. (Gardasil) (no substitution)	1-Dose vials 10	PKG			NO AWARD
***	24289 210-80-1545S	PCV13, Pneumococcal 13-valent Conjugate Vaccine (Diphtheria CRM197 Protein), Pediatric, 10 pack - single dose syringes, no needle. (Prevnar 13 TM) (no substitution)	Single-Dose Syringes 10	PKG	205	1,520.12	PFIZER 00005-1971-02

* Indicates repagination effective with Amendment # 13 dated 8/1/2015.
** Indicates removal of 24291. Product is no longer available effective 8/1/2015.
*** Indicates an update to the price to include the Federal Excise Tax that was not included with Amendment #14.

ITEM ID NO. REFER. NO.	DESCRIPTION	UNIT QTY. SIZE	PRICE /UNIT	VEN #	UNIT PRICE	MANUFACTURER NDC NUMBER
24294 210-80-1546	Pneumococcal Vaccine Polyvalent, (23 Valent), 10 – pack, single-dose vials. (Pneumovax) (no substitution)	1-Dose vials 10	PKG	60	730.88	MERCK 00006-4943-00
24292 210-80-1546 V	Pneumococcal Vaccine Polyvalent, (23 Valent), 5 Doses/Vial. (Pneumovax) (no substitution)	5-dose 1	VL	60	363.81	MERCK 00006-4739-00
24295 210-80-1650	Zoster Vaccine Live, 10 – pack, single-dose vials. (Zostavax) (no substitution)	1-Dose vials 10	PKG			NO AWARD

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ATTACHMENT A

Coop. Member	Health Department	Address	City	State	Zip	Listed
√	Clermont Co. General Health	2400 Clermont Center Dr., Ste. 200	Batavia	OH	45103	06/01/12
√	Delaware General Health District	3 West Winter St., P.O. Box 570	Delaware	OH	43015	06/01/12
√	Franklin County Public Health	280 East Broad Street, 2nd Floor	Columbus	OH	43215	06/01/12
√	Jefferson Co. Health Department	500 Market Street 7th Floor	Steubenville	OH	43952	06/01/12
√	Lorain Co. Health Department	9880 South Murray Ridge	Elyria	OH	44035	06/01/12
√	Mansfield Ontario Richland Co Health	555 Lexington Ave	Mansfield	OH	44907	06/01/12
√	Public Health-Dayton & Montgomery Co.	117 South Main Street	Dayton	OH	45402	06/01/12
√	Summit Co. Health Department	1100 Graham Road Circle	Stow	OH	44224	06/01/12
√	Miami County Public Health	510 West Water Street, Ste. 130	Troy	OH	45373	02/26/13

* Indicates repagination effective with Amendment # 13 dated August 1, 2015.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
17	06/10/16	Issued to update NDC number for ActHIB vaccine.
16	01/16/16	Issued to advise of a price update to the Sanofi Pasteur, Inc. vaccines as indicated on pages 19, 20, 21 and 24, effective with all orders issued on or after January 16, 2016.
15	11/20/15	Issued to update the price for the Pfizer vaccine listed on page 49 to include the Federal Excise Tax that was not included with Amendment #14.
14	09/15/15	Issued to advise of a price increase to the Pfizer vaccine listed on page 49, effective with all orders issued on or after September 15, 2015.
13	08/01/15	Issued to renew the contract through mutual agreement with Pfizer, Inc., Capital Wholesale Drug Co., and Sanofi Pasteur, Inc. for a period of twelve (12) months. In addition, there was a repagination for pages 28 through 52 of the contract.
12	04/01/15	Issued to advise of a price update to the Sanofi Pasteur, Inc. vaccines as indicated on pages 21 and 24, effective with all orders issued on or after April 1, 2015.
11	01/07/15	Issued to advise of a price increase to all the Sanofi Pasteur, Inc. vaccines listed on pages 19, 20, 21, 24, and 25, effective with all orders issued on or after January 7, 2015.
10	12/05/14	Issued to update the Contractor's contact for Sanofi Pasteur, Inc. and, to update the contract analyst.
9	02/16/14	To advise of price decrease, as indicated herein.
8	12/20/13	To advise of price increase and correction, as indicated herein.
7	01/06/14	To advise of price change, as indicated herein.
6	12/21/13	To advise of price increase, as indicated herein.
5	09/17/13	To advise of price change, as indicated herein.
4	02/26/13	To advise of award of products as a result of ITB No. RS902513, with the addition of Part B and one (1) contractor, and other changes, as indicated herein.
3	10/23/12	To advise of award of products with the addition of two (2) contractors, as indicated herein.
2	10/01/12	To advise item will be available for ordering on or after October 22, 2012.
1	09/17/12	To advise items are not available for ordering (see page 5, Item Transition).