

Overview for Contract (6505-08)

4600010145, 4600010146, 4600012542, 4600010148

Prior to utilizing a contract, the user should read the contract in it's entirety.

DESCRIPTION

- ◆The Infant Feeding, Food Supplements and Formulas contract is mainly a line item contract for the most used items.
- ◆The last line item of the contract is for items that are not covered as line items but are available from the supplier's catalog/price list. The contractor may offer a percentage off of that pricelist.
- ◆Items that are available from any supplier as a line item on contract cannot be purchased from another supplier's price list.

4600010145-Abbot Laboratory Inc DBA Ross
 4600010146-McKesson Medical Surgical
 4600012542-Earthwind Medical Co LLC
 4600010148-Respiratory Therapy Assocs of PA

CONTRACT INFO

Contract Number & Title	6505-08 - Infant Feeding, Food Supplements and Formulas
Number of Suppliers	Four (4)
Validity Period	One (1) year - Beginning March 1, 2006 and expiring on February 28, 2007, (extended to February 28, 2008) with an option for two (2) one-year renewals remaining.
DGS Point of Contact	Mark Robinson Commodity Specialist
Contact Phone #	717-787-7417
Email	markrobins@state.pa.us

PRICING HIGHLIGHTS

- ◆This award was based on line item pricing.
- ◆Suppliers cannot increase their line item pricing for the term of the contract.
- ◆Suppliers can update their catalog pricing after one year and every quarter thereafter.

PROCESS TO PURCHASE

- ◆Agencies will place their purchase orders through SAP

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACT SCOPE/OVERVIEW: This Contract 650508 (identified here and in the other documents as the "Contract") will cover the requirements of all using agencies of the Commonwealth for Infant Feeding, Food Supplements and Formulas.

ORDER OF PRECEDENCE: These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Supplies. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions For Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

TERM OF CONTRACT: The Contract shall commence on the Effective Date no earlier than March 1, 2006 and expire on February 28, 2007.

OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE: The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the supply exists or the price offered is significantly lower than the Contract price.

ADDRESS OF PURCHASE ORDER: Commonwealth agencies may issue purchase orders against this Contract for supplies required by the agencies (using agencies). Please state below where the Purchase Orders should be sent (name, address, city, state, zip code).

Contact person: _____

Telephone Number: _____

E-mail Address: _____

COOPERATIVE SOURCING TO ACHIEVE REDUCTIONS IN SPEND (COSTARS) PROGRAM

COSTARS Purchasers. Section 1902 of Act 57 of May 15, 1998, as amended by Act 142 of December 3, 2002, 62 Pa.C.S, Section 1902, authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") within the Commonwealth of Pennsylvania to participate in Commonwealth contracts for supplies, services, or construction that the Department of General Services ("DGS") chooses to make available to COSTARS Purchasers.

DGS has identified this Contract as a contract that will be made available for COSTARS Purchasers.

- a. A "local public procurement unit" is defined as:
- Any political subdivision;
 - Any public authority;
 - Any tax exempt, nonprofit educational or public health institution or organization;
 - Any nonprofit fire, rescue, or ambulance company; and
 - To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency.

b. Only those COSTARS Purchasers registered with DGS may purchase from a DGS contract. Any qualified entity not presently registered and wishing to participate in the COSTARS Program may register at any time by either completing a one-time, online registration on the DGS COSTARS Website at www.dgs.state.pa.us/costars or completing and returning a one-time Registration Form to the address below. Currently, there are several thousand registered COSTARS Purchasers. To view a list of the registered entities, please visit the website.

c. COSTARS Purchasers have the option to purchase from a DGS Statewide Contract with awarded contractor(s) for Commonwealth agencies' use, from any DGS cooperative procurement contract established exclusively for COSTARS Purchasers in accordance with the requirements of Act 77 of 2004, amending Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.

d. Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

Third Party Beneficiaries. DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who elect to participate in this contract and issue orders to the contractor(s) are third party beneficiaries who have the right to sue and be sued for breach of the contract without joining the Commonwealth or DGS as a party.

Quarterly Sales Report. The Contractor shall furnish to the DGS COSTARS Program Office an electronic contract use report, preferably in Excel spreadsheet form, no later than the fifteenth calendar day after each quarter in the contract period, detailing the Contract purchasing activity.

- a. The Contractor shall e-mail the reports to GS-PACostars@state.pa.us or send the reports on compact disc via US Postal Service to the address below.

b. On each report, the Contractor shall include the Contractor's name and address, the Contract number, and the period covered by the report. The Contractor should list as much as the following information as possible on the report for each order received:

- Registered COSTARS Purchaser
- Material Code (UNSPSC)
- Item Description
- Quantity
- Unit Price
- Total Price
- Delivery Date

c. Failure to provide the Quarterly Sales Report in the specified time may result in suspension of activities with the COSTARS Program.

Inquiries. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars. Direct all questions concerning the COSTARS Program to:

Commonwealth of Pennsylvania
Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101

Telephone: 1-866-768-7827
E-mail GS-PACostars@state.pa.us

If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Purchasers who elect to participate in the contract?

Please Answer: YES _____ NO _____

PURCHASES OF CONTRACT ITEMS THROUGH THE MEDICARE PROGRAM: Each awarded bidder will be designated by the Commonwealth as the primary MediCare provider for clients/patients in Commonwealth Institutions. The designation will only be for those contract items which the Department of General Services awards to the bidder. The physician for the client/patient shall issue orders for items needed by a client/patient, which are included in the contract, to the awarded bidder for that item. The awarded bidder shall bill MediCare directly at the reimbursable rate established by MediCare for items furnished through the MediCare program. The Commonwealth shall not be responsible for payment for the cost of any item ordered through the MediCare Program.

Do you agree to accept designation as the primary MediCare provider for clients/patients in Commonwealth Institutions for the contract items awarded to your company?

Please answer: YES _____ NO _____

VOLUME DISCOUNTS: If a bidder offers a series of discounts from the list price, with the amount of the discount increasing with the actual volume of the item purchased by the Commonwealth, the Commonwealth shall use the lowest discount for purposes of award, but the Commonwealth shall take advantage of all discounts offered by the awarded bidders in making payment for actual purchases.

CATALOGS: Catalogs/Pricelists shall be delivered within ten (10) calendar days after request. A list of Commonwealth agencies is available upon request after notification of award. These catalogs/pricelists shall incur no additional cost to the Commonwealth or its agencies. Any reference, which may appear on any price list, to any terms and conditions, such as F.O.B. shipping point, prices subject to change or only full case orders will be accepted, will not be part of any contract with the successful bidder(s) and will be disregarded by the Commonwealth. Failure to comply with this provision may result in termination of contract. In addition, suppliers are encouraged to make their catalog available via the internet. **DO NOT INCLUDE ANY CATALOG PAGES FOR PRODUCTS NOT COVERED BY THIS CONTRACT.**

PRICE ADJUSTMENT: The selected contractor(s) will be required to supply line items #10 thru #760 at the awarded bid price through the term of the contract. Item #760 will remain unchanged for the first year of the contract. After the first year, the awarded contractor(s) may request updates to the awarded pricing of item #760 to reflect manufacturer price increases, deletions and substitutions of manufacturer's discontinued items, and the introduction of new products once every quarter during the months of January, April, July and October. The percentage discounts may not be decreased during the term of the contract and any extensions or renewals thereto.

Suppliers shall submit a letter with price list to the appropriate Commodity Specialist requesting review and approval of the updated price list. The supplier shall itemize all changes in a clear concise fashion. It is the responsibility of the vendor to adequately justify changes. All requests for updates must be accompanied by the manufacturer's latest published price list along with a letter of verification from the manufacturer. If approved, a contract change notice will be issued adding the updated price list to the contract. It will then be the responsibility of the awarded suppliers to distribute the price list to the users. At no time are awarded suppliers allowed to unilaterally change the products or prices on contract. Approval must be granted by the Commodity Specialist. Orders will be monitored to ensure compliance.

OPTION TO RENEW: The contract(s) or any part of the contract(s) may be renewed for three (3) additional one (1) year terms by mutual agreement between the Commonwealth and the Contractor(s). If the Contract(s) is/are renewed the same terms and conditions shall apply.

DELIVERIES: All articles ordered from this contract shall be delivered on the specified requested delivery date. If no delivery date is specified, then delivery must be made within a reasonable time, not to exceed 15 calendar days after receipt of order, unless otherwise agreed to, in writing, by the Department of General Services. All Deliveries are FOB Destination.

ORDER FILL RATE: Order Fill rates will be maintained at 95% or greater. Order Fill rate heretofore, will be defined as "the ratios of the number of items on an order filled completely and delivered within the delivery timeframe to the total number of lines or an order." Contractor is responsible for providing corrective action per each incident of failure to maintain required fill rate of 95%. Should a contractor consistently fail to meet this fill rate without acceptable corrective actions, the contractor will be deemed irresponsible, and the contract canceled.

VENDOR NON-COMPLIANCE: Vendors found to be non-compliant with requirements of this contract may be removed as a participant upon determination of non-compliance by the Bureau of Purchases.

MINIMUM ORDER: Minimum order placed under the resultant contract shall be \$50.00.

INQUIRIES: Direct all questions concerning this proposal to the Ann Kimmel, Commodity Specialist, 717-783-0764; akimmel@state.pa.us.



All using Agencies of the Commonwealth, Political Subdivision,
 Authorities, Private Colleges and Universities

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Contract Number: 4600010145
Creation Date: 05/09/2006

Purchasing Agent:
 Name: Cheryl Bair
 Phone: 717-703-2934
 Fax: 717-783-6241
 E-mail: chebair@state.pa.us
 Valid from/to: 05/09/2006 - 02/28/2007

Your vendor number with us: 162317

Vendor Name/Address:
 ABBOTT LABORATORY DBA ROSS
 PRODUCTS DBA ABBOTT DIAGNOSTICS
 PO Box 92679
 CHICAGO IL 60675-2679

 Vendor Fax Number: 847-938-7935

Please Deliver To:

 *** TBD AT TIME OF PURCHASE ORDER ***

 *** UNLESS SPECIFIED BELOW ***

Your Quotation: _____ Date: _____
 Collective No.: CN00019872
 Our Quotation: 6000105998

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00010	ENSURE , PLUS , HN , VANILLA , 8OZ 253538	0	Case	16.17	Case	0.00
00020	ENSURE PLUS , CHOCOLATE , 24/8 OZ 146942	0	Case	11.50	Case	0.00
00030	ENSURE , PLUS , COFFEE , 24-8OZCAN/CS 253535	0	Case	11.50	Case	0.00
00040	ENSURE PLUS , STRAWBERRY , 24/8 OZ 242726	0	Case	11.50	Case	0.00
00050	ENSURE , PLUS , VANILLA , 8 OZ. /CAN , 24 /CASE 208554	0	Case	11.50	Case	0.00
00060	ENSURE PUDDING , BUTTERSCOTCH , 48/4 OZ 134278	0	Case	23.60	Case	0.00
00070	ENSURE , PUDDING CHOCOLATE 134528	0	Case	23.60	Case	0.00

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



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Contract Number: 4600010145

Creation Date: 05/09/2006

Vendor Name:

ABBOTT LABORATORY DBA ROSS

Item	Description	Material/Service No.	Quantity	UOM	Price	Per Unit	TOTAL
00080	ENSURE, PUDDING, VANILLA 48/4 OZ	134279	0	Case	23.60	Case	0.00
00090	ENSURE W/FIBER, CHOCOLATE, 24/8 OZ	299075	0	Case	19.00	Case	0.00
00100	ENSURE, W/FIBER, VANILLA, 24 8 OZ CAN/C	253540	0	Case	19.00	Case	0.00
00110	ENSURE, BUTTERPECAN, 8OZCAN, 24/CS	253532	0	Case	10.50	Case	0.00
00120	ENSURE, CHOCOLATE, 24/8 OZ	299076	0	Case	10.50	Case	0.00
00130	ENSURE, COFFEE, SIZE24/8OZ	253533	0	Case	10.50	Case	0.00
00140	ENSURE, STRAWBERRY, 24/8 OZ	135248	0	Case	10.50	Case	0.00
00150	ENSURE, VANILLA, 24/8 OZ	135250	0	Case	10.50	Case	0.00
00160	GLUCERNA, 8/1000 RTH BOTTLES	299078	0	Case	42.15	Case	0.00
00170	GLUCERNA MEAL REPLACE BARS, CHOC CHUNK	299079	0	Case	28.80	Case	0.00
00180	GLUCERNA SHAKE, CHOCOLATE, 24/8 OZ	299080	0	Case	25.00	Case	0.00
00190	GLUCERNA, 24/CS	255507	0	Case	26.00	Case	0.00
00200	GLUCERNA SHAKE, VANILLA, 24/CS	299081	0	Case	25.00	Case	0.00
00210	JEVITY 1 CAL, 6-1500 ML	133135	0	Case	30.33	Case	0.00
00220	JEVITY 1CAL 24/8OZ CANS	256587	0	Case	17.85	Case	0.00

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



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Contract Number: 4600010145

Creation Date: 05/09/2006

Vendor Name:

ABBOTT LABORATORY DBA ROSS

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00230	JEVITY 1.2 CAL, 24/8 OZ 299082	0	Case	21.42	Case	0.00
00240	JEVITY, 1.2 CAL, 8/1000 ML RTH BOTTLES 299083	0	Case	32.35	Case	0.00
00250	JEVITY, 1.5 CAL, 24/8 OZ CANS 299084	0	Case	25.32	Case	0.00
00260	JEVITY, 1.5 CAL, 6/1500 ML RTH BOTTLES 299085	0	Case	49.80	Case	0.00
00270	JEVITY, 1.5 CAL, 8/1000 ML RTH BOTTLES 299086	0	Case	44.26	Case	0.00
00280	OSMOLITE 1 CAL 6/1500 ML RTH BOTTLES 299087	0	Case	35.63	Case	0.00
00290	OSMOLITE, 1 CAL 8/1000 ML RTH BOTTLES 299088	0	Case	31.67	Case	0.00
00300	OSMOLITE 1 CAL, 24/8 OZ 299089	0	Case	19.00	Case	0.00
00310	OSMOLITE 8/1000 ML RTH BOTTLES 299090	0	Case	30.00	Case	0.00
00320	OSMOLITE, 1.2 RTH, 1000 ML, 8/CS 299091	0	Case	35.85	Case	0.00
00330	OSMOLITE, 24CN/CS, 8OZ 260301	0	Case	16.00	Case	0.00
00340	PEDIALYTE, #00160, 24-8OZ/CS 261274	0	Case	44.88	Case	0.00
00350	PROMOD, POWDER, 6-9.7OZCN/CS 262408	0	Case	55.00	Case	0.00
00360	PROMOTE, W/FIBER, VANILLA, 24/8OZ 262411	0	Case	20.40	Case	0.00
00370	PROMOTE WITH FIBER 6-1500 ML HANGING 295487	0	Case	30.60	Case	0.00

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



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Contract Number: 4600010145
Creation Date: 05/09/2006

Vendor Name:
ABBOTT LABORATORY DBA ROSS

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
Material/Service No.						
00380	PROMOTE W/FIBER 8/1000 ML RTH BOTTLES 299093	0	Case	27.20	Case	0.00
00390	TWOCAL,HN VANILLA#0072924-8OZ/CS 272276	0	Case	20.00	Case	0.00
00400	TWOCAL,BUTTR PECAN,24-8OZ 272275	0	Case	20.00	Case	0.00
00410	PERCENTAGE DISCOUNT OFF OF PRICELIST 285941	0	EA	0.00	EA	0.00

-----**SUPPLEMENTAL INFORMATION**-----

Header text
 Contact Customer Service at 1-800-551-5838
 Contractor allows COSTARS participation

 NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00
 ESTIMATED VALUE



All using Agencies of the Commonwealth, Political Subdivision,
Authorities, Private Colleges and Universities

REPRINT Page 1 / 2
 Contract Number: 4600010146
 Creation Date: 05/09/2006

Purchasing Agent:
 Name: Cheryl Bair
 Phone: 717-703-2934
 Fax: 717-783-6241
 E-mail: chebair@state.pa.us
 Valid from/to: 05/09/2006 - 02/28/2007

Your vendor number with us: 164157
 Vendor Name/Address:
 MCKESSON MEDICAL SURGICAL MINNESOTA
 SUPPLY INC
 PO Box 27100
 GOLDEN VALLEY MN 55427-0100
 Vendor Fax Number: 800-237-9766

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
 Collective No.: CN00019872
 Our Quotation: 6000105999

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00010	ARGUMENT,ORANGE,40/27.6 GRAM PACKETS 299068	0	Case	93.86	Case	0.00
00020	ENLIVE,APPLE,27/8 oz 253529	0	Case	26.08	Case	0.00
00030	ENLIVE,PEACH,27/8 oz 253530	0	Case	26.08	Case	0.00
00040	ENSURE, PULMOCARE,STRAWBERRY,24/8OZ CN 299077	0	Case	32.31	Case	0.00
00050	ENSURE, PULMOCARE, VANILLA, 24/8OZ 253539	0	Case	32.31	Case	0.00
00060	PEPTAMEN,1.5#2L8194,SIZE6-1000ML 261335	0	Case	145.65	Case	0.00
00070	PRO SOURCE LIQUID, 4/32 OZ BOTTLES/CS 299092	0	Case	81.14	Case	0.00

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



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Contract Number: 4600010146
Creation Date: 05/09/2006

Vendor Name:
MCKESSON MEDICAL SURGICAL MINNESOTA

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
Material/Service No.						
00080	RESOURCE HONEY THICKENED APPLE, 8/64OZ					
299096		0	Case	34.51	Case	0.00
00090	RESOURCE HONEY THICK ORNGE JUICE,27/8 OZ					
299099		0	Case	19.10	Case	0.00
00100	RESOURCE HONEY THICKENED WATER,27/8 OZ					
299101		0	Case	12.72	Case	0.00
00110	RESOURCE NECTAR THICKENED APPLE,27/8 OZ					
299102		0	Case	17.84	Case	0.00
00120	RESOURCE NECTAR THICKENED ORANGE,27/8 OZ					
299105		0	Case	17.84	Case	0.00
00130	RESOURCE NECTAR THICKENED WATER-8 OZ					
299106		0	Case	12.49	Case	0.00
00140	RESOURCE THICKENED HYDRATION HONEY,64 OZ					
299107		0	Case	28.49	Case	0.00
00150	RESOURCE THICK HYDRATION LMON HONEY,64OZ					
299108		0	Case	28.49	Case	0.00
00160	RESOURCE THICK HYDRATION LMON NCTAR,64OZ					
299109		0	Case	28.49	Case	0.00
00170	RESOURCE THICKENED HYDRATION NECTAR,64OZ					
299110		0	Case	28.61	Case	0.00
00180	PERCENTAGE DISCOUNT OFF OF PRICELIST					
285941		0	EA	0.00	EA	0.00

-----SUPPLEMENTAL INFORMATION-----

Header text

Contact Government Sales Department at 1-800-328-8111 ext. 6588 or via e-mail at government.sales@mckesson.com

Contractor allows COSTARS participation

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00
ESTIMATED VALUE



All using Agencies of the Commonwealth, Political Subdivision,
Authorities, Private Colleges and Universities

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Contract Number: 4600010147
Creation Date: 05/09/2006

Purchasing Agent:
 Name: Cheryl Bair
 Phone: 717-703-2934
 Fax: 717-783-6241
 E-mail: chebair@state.pa.us
 Valid from/to: 05/09/2006 - 02/28/2007

Your vendor number with us: 178449
 Vendor Name/Address:
 EARTHWIND MEDICAL CO LLC
 DBA HEALTHY ALTERNATIVES
 RR 3 BOX 158B
 TYRONE PA 16686-9526

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

Your Quotation: _____ Date: _____
 Collective No.: CN00019872
 Our Quotation: 6000106000

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00010	BOOST,DIABETIC,27/8OZ BRICK PK,CHOCOLATE 299069	0	Case	24.60	Case	0.00
00020	BOOST,DIABETIC,27/8OZ BRICK PK, VANILLA 299071	0	Case	24.60	Case	0.00
00030	BOOST, DIABETIC,27/8OZ BRICK, STRAWBERRY 299111	0	Case	24.60	Case	0.00
00040	PUDDING,BOOST,BUTTERSCOTCH,SIZE48/5OZ 262442	0	Case	24.39	Case	0.00
00050	BOOST PLUS, CHOCOLATE, 24/8 OZ 299072	0	Case	12.49	Case	0.00
00060	BOOST PLUS, STRAWBERRY, 24/8 OZ 299073	0	Case	12.49	Case	0.00
00070	BOOST PLUS, VANILLA, 24/8 OZ 299074	0	Case	12.49	Case	0.00

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



REPRINT

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Contract Number: 4600010147

Creation Date: 05/09/2006

Vendor Name:

EARTHWIND MEDICAL CO LLC

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
Material/Service No.						
00080	PUDDING, BOOST, CHOCOLATE, SIZE48/5OZ 262443	0	Case	24.39	Case	0.00
00090	BOOST, VANILLA, 48-5OZ/CS 246798	0	Case	24.39	Case	0.00
00100	RESOURCE FRUIT BEV, 27/8 OZ BRICK ORANGE 299094	0	Case	20.76	Case	0.00
00110	RESOURCE FRUIT BEV, 27/8 OZ BRK, WILD BRY 299095	0	Case	20.76	Case	0.00
00120	RESOURCE FRUIT BEVERAGE, PEACH, SIZE27/8OZ 245412	0	Case	20.76	Case	0.00
00130	RESOURCE HONEY THICK CRANBERRY, 27/8 OZ 299097	0	Case	22.06	Case	0.00
00140	RESOURCE HONEY THICKENED ORANGE, 8/64 OZ 299100	0	Case	35.89	Case	0.00
00150	RESOURCE NECTAR THICK CRANBERRY, 27/8 OZ 299103	0	Case	19.98	Case	0.00
00160	RESOURCE NECTAR THICKENED ORANGE, 8/64 OZ 299104	0	Case	35.89	Case	0.00
00170	PERCENTAGE DISCOUNT OFF OF PRICELIST 285941	0	EA	0.80	EA	0.00
	Gross Price			1.00	USD	1 EA
	Discount % on Gross			20.00-	%	

-----SUPPLEMENTAL INFORMATION-----

Header text

Contact Charles W. Banas, Jr. at 1-888-868-3108 or via e-mail at CWBANASHEALTHALT@AOL.COM

Contractor allows COSTARS participation

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00
ESTIMATED VALUE



All using Agencies of the Commonwealth, Political Subdivision,
Authorities, Private Colleges and Universities

REPRINT Page 1 / 1
Contract Number: 4600010148
Creation Date: 05/09/2006

Purchasing Agent:
 Name: Cheryl Bair
 Phone: 717-703-2934
 Fax: 717-783-6241
 E-mail: chebair@state.pa.us
 Valid from/to: 05/09/2006 - 02/28/2007

Your vendor number with us: 203657
 Vendor Name/Address:
 RESPIRATORY THERAPY ASSOCS OF PA
 DBA RTA HOME MEDICAL EQUIPMENT
 321 WILMINGTON PIKE
 GLEN MILLS PA 19342-1207
 Vendor Fax Number: 610-558-1093

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

Your Quotation: _____ Date: _____
 Collective No.: CN00019872
 Our Quotation: 6000106002

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00010	LIQUID, POLYCOSE, #00431, 48/4.2OZ					
	257622	0	Case	47.06	Case	0.00

00020	PERCENTAGE DISCOUNT OFF OF PRICELIST					
	285941	0	EA	0.80	EA	0.00
	Gross Price			1.00	USD	1 EA
	Discount % on Gross			20.00-	%	

-----SUPPLEMENTAL INFORMATION-----

Header text
 Contact Laura Boscola at 610-558-6222 or 1-800-824-4127 or via e-mail at LAURABRTA@HOTMAIL.COM
 Contractor allows COSTARS participation
 NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

 999,999.00
 ESTIMATED VALUE

Contract Reference Number: 6505-08
Collective Number: CN00019872
SAP Contract Number: 4600010145
4600010146
4600010147
4600010148
Change Number: 1
Change Effective Date: June 29, 2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Infant Feeding, Food Supplements and Formulas
Contract Period: Beginning March 1, 2006 and Ending February 28, 2007
Buyer Name: Ann Kimmel - 717-783-0764

CHANGE SUMMARY:

Point of contact at Department of General Services is changed to Ann Kimmel, 717-783-0764/akimmel@state.pa.us.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 6505-08
Collective Number: CN00019872
SAP Contract Number: 4600010145
4600010146
4600010147
4600010148
Change Number: 2
Change Effective Date: 2/20/07

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Infant Feeding, Food supplements and Formulas
Contract Period: Beginning March 1, 2006 and Ending February 28, 2007
Commodity Specialist Name: Ann Kimmel – 717-783-0764/akimmel@state.pa.us

CHANGE SUMMARY:

In accordance with the Option to Extend Clause, contract is extended for the period 3/1/2007 through 5/31/2007 or until a new contract or renewal is in place. All prices, terms and conditions remain the same.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 6505-08
Collective Number: CN00019872
SAP Contract Number: 4600010145
4600010146
4600010147
4600010148
Change Number: 3
Change Effective Date: 04/26/07

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Infant Feeding, Food supplements and Formulas
Contract Period: Beginning March 1, 2006 and Ending February 28, 2007 (ext through 5/31/07)
Commodity Specialist Name: Ann Kimmel – 717-783-0764/akimmel@state.pa.us

CHANGE SUMMARY:

In accordance with the Option to Renew Clause, All contracts **except** contract 4600010147 (Healthy Alternatives) are renewed for one year beginning March 1, 2007 and ending February 28, 2008. All prices, terms and conditions remain the same.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.