

Department of Administration **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia **Master Agreement**

Order Date: 05-20-2025

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

| Order Number: | CMA 0613 9905 VNF2500000007 1 | Procurement Folder: | 1612085 |
|-----------------------|--------------------------------|--------------------------|------------|
| Document Name: | Pharmacy Supplies and Services | Reason for Modification: | |
| Document Description: | Pharmacy Supplies and Services | | |
| Procurement Type: | Central Master Agreement | | |
| Buyer Name: | | | |
| Telephone: | | | |
| Email: | | | |
| Shipping Method: | Best Way | Effective Start Date: | 2025-06-01 |
| Free on Board: | FOB Dest, Freight Prepaid | Effective End Date: | 2026-05-31 |
| | | | |

| 1, | | VENDOR | | | | DEPARTMENT CONTACT |
|--------|------------------|---------------|---------|---------------|------------------|----------------------------|
| Vendo | r Customer Code: | 00000022788 | 8 | | Requestor Name: | Michael A Clevenger |
| UNIQC | ARE PHARMACY LL | .c | | | Requestor Phone: | 304-626-1600 |
| 3538 T | EAYS VALLEY RD | | | | Requestor Email: | michael.a.clevenger@wv.gov |
| HURRI | CANE | | WV | 25526 | | |
| us | | | | | | |
| Vendo | Contact Phone: | 999-999-9999 | Extensi | on: | | 2025 |
| Disco | unt Details: | | | | FII | LE LOCATION |
| | Discount Allowed | Discount Perd | entage | Discount Days | | |
| #1 | No | 0.0000 | | 0 | | |
| #2 | No | | | | | |
| #3 | No | | | | | |
| #4 | No | | | | | |

| INVOICE TO | | -100 -100 -100 -100 -100 -100 -100 -100 | SHIP TO | |
|------------------------------|----------|---|----------|--|
| DIVISION OF VETERANS AFFAIRS | S | VETERAN'S NURSING FACILITY | , | |
| 1 FREEDOMS WAY | | 1 FREEDOMS WAY | | |
| CLARKSBURG | WV 26301 | CLARKSBURG | WV 26301 | |
| us | | us | | |

CR5-23-25

Total Order Amount: Open End

Purchasing Division's File Copy

5/20/25

PURCHASING DIVISION AUTHORIZATION

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

RONIC SIGNATURE ON

ENCUMBRANCE CERTIFICATION

ELECTRONIC SIGNATURE ON FILE

Page: 1

Date Printed: May 20, 2025 Order Number: CMA 0613 9905 VNF2500000007 1

FORM ID: WV-PRC-CMA-002 2020/01

Extended Description:

The Vendor, Uniquare Pharmacy of Hurricane, WV, agrees to enter with the West Virginia Veterans Nursing Facility of 1 Freedoms Way, Clarksburg, WV 26301 into an open end contract to provide Pharmacy Supplies, Pharmacist Consultant, and Services per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's submitted and accepted bid response dated 5/13/2025 and pricing sheet as attached hereto, all incorporated herein by reference and made apart hereof.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|----------------|--------------|----------|--------------|-------------|
| 1 | 85121900 | | | | 0.000000 |
| | Service From | Service To | | Service Cont | ract Amount |
| | | | | 0.00 | |

Commodity Line Description:

Pharmacy Supplies and Services

Extended Description:

See Pricing page for pricing

Pharmacy Supplies and Services

 Date Printed:
 May 20, 2025
 Order Number:
 CMA
 0613
 9905
 VNF2500000007
 1
 Page:
 2
 FORM ID: WV-PRC-CMA-002
 2020/01

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- **2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- **2.1.** "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- **2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- **2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- **2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- **2.7.** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- **2.8.** "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.9. "Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

| determined in accordance with the category that has been identified as applicable to this Contract below: |
|---|
| ☑ Term Contract |
| Initial Contract Term: The Initial Contract Term will be for a period of one (1) year . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as n/a), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract. |
| Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only) |
| Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only) |
| Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired. |
| Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within |

| Fixed Period Contract with Renewals: This Conreceipt of the notice to proceed and part of the Contract | - |
|--|---|
| specifications must be completed within | |
| work covered by the preceding sentence, the vendor a | grees that: |
| the contract will continue for | years; |
| the contract may be renewed for periods or shorter periods provided that they do a contained in all available renewals. Automatic re Renewals must be approved by the Vendor, Age General's Office (Attorney General approval is a | not exceed the total number of months enewal of this Contract is prohibited. ncy, Purchasing Division and Attorney |
| One-Time Purchase: The term of this Contract shaped Document until all of the goods contracted for have be Contract extend for more than one fiscal year. | |
| Construction/Project Oversight: This Contract I date listed on the first page of this Contract, identified cover page containing the signatures of the Purcha Encumbrance clerk (or another page identified as and continues until the project for which the vendor is page identified as and continues until the project for which the vendor is page identified as and continues until the project for which the vendor is page identified as and continues until the project for which the vendor is page identified as and continues until the project for which the vendor is page identified as and continues until the project for which the vendor is page identified as and continues until the project for which the vendor is page identified as and continues until the project for which the vendor is page identified as and continues until the project for which the vendor is page identified as and continues until the project for which the vendor is page identified as and continues until the project for which the vendor is page identified as and continues until the project for which the vendor is page identified as and and and and and are also and and are also and are also and are also are also and are also and are also are also and are also and are also | d as the State of West Virginia contract asing Division, Attorney General, and |
| Other: Contract Term specified in | |
| 4. AUTHORITY TO PROCEED: Vendor is authorize the date of encumbrance listed on the front page of the Awa "Fixed Period Contract" or "Fixed Period Contract with Re above. If either "Fixed Period Contract" or "Fixed Period Contract with Read Period Contract or "Fixed Period Contract" or "Fixed Period Contract with Read Period Contract or "Fixed Period Contract" or "Fixed Period Contract with Read Period Contract with Read Period Contract or "Fixed Period Contract" or "Fixed Per | and Document unless either the box for mewals" has been checked in Section 3 Contract with Renewals" has been checked, ice to proceed from the State. The notice to |
| 5. QUANTITIES: The quantities required under this 0 with the category that has been identified as applicable | |
| ✓ Open End Contract: Quantities listed in this Solice approximations only, based on estimates supplied by the that the Contract shall cover the quantities actually order Contract, whether more or less than the quantities show | ne Agency. It is understood and agreed ered for delivery during the term of the |
| Service: The scope of the service to be provided will specifications included herewith. | ll be more clearly defined in the |
| Combined Service and Goods: The scope of the se provided will be more clearly defined in the specification | |
| | |

| One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are |
|--|
| identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office. |
| Construction: This Contract is for construction activity more fully defined in the specifications. |
| 6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract. |
| 7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified: |
| LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendo shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion. |
| As listed in the Specifications |
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| |
| The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above. |

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

| Vendor must maintain: |
|---|
| Commercial General Liability Insurance in at least an amount of: \$\frac{\$1,000,000.00}{}\$ per occurrence. |
| Automobile Liability Insurance in at least an amount of: \$100,000.00 per occurrence. |
| Professional/Malpractice/Errors and Omission Insurance in at least an amount of: per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy. |
| Commercial Crime and Third Party Fidelity Insurance in an amount of: |
| Cyber Liability Insurance in an amount of: per occurrence. |
| Builders Risk Insurance in an amount equal to 100% of the amount of the Contract. |
| Pollution Insurance in an amount of: per occurrence. |
| Aircraft Liability in an amount of: per occurrence. |
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- **9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State on A consu's right to purely only other says lebbe rome dy. Vendon shall not

| | the amount specified below or as described in t | 1 2 |
|--------------|---|-----|
| | for | |
| Liquidated D | amages Contained in the Specifications. | |
| | amages Are Not Included in this Contract. | |

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
- **16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- **18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- **20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.
- **22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
 - **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- **24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- **26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- **28.** WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

- 33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- **34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- **36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- **38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

✓ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total

contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.
- **40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
- **41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

- **44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- **45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

| (Printed Name and Title) Joshua Curry own | ec |
|--|---------------|
| (Address) 3538 Teays Valley Rd Hurricane | WV 25526 |
| (Phone Number) / (Fax Number) 888 698 4908 | 2868 808 0795 |
| (email address) UCPfax a out look com | |

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

| (Company) |
|--|
| (Company) |
| (Signature of Authorized Representative) |
| Joshua Curry owner 5.12.2025 |
| (Printed Name and Title of Authorized Representative) (Date) |
| 29FO 308 388 80P 8PU 8PU 8PB |
| (Phone Number) (Fax Number) |
| UCDFax@outlook.com |
| (Email Address) |

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WV Veterans Nursing Facility located at 1 Freedom Way, Clarksburg, WV 26301, to establish an open-end contract for a vendor to provide Pharmacy Supplies and Services.

The WV Veterans Nursing Facility is a 120-bed skilled nursing facility for Veterans. Some Service Connected Veterans have prescription benefits through the U.S. Department of Veterans Affairs, Title 38 U.S.C. 1745. The number of eligible residents will fluctuate but is normally less than 10% of the resident population. In these cases, medications will not be ordered under this contract. However, the successful Vendor will still be required to include these Veterans and their medications in all reports and reviews.

- **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - **2.1** "Contract Services" means Pharmacy Supplies, Consultant Pharmacist, Pharmacy Services and Equipment to be provided to WV Veterans Nursing Facility as more fully described in these specifications.
 - 2.2 "Pricing Page" means the pages, contained in wvOASIS or attached hereto as <u>Exhibit A</u>, Pricing Page, upon which Vendor should list its proposed price for the Contract Services.
 - **2.3** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - **2.4** "EMR" means the Electronic Medical Records software utilized by the Facility.
 - **2.5** "PCC" means "PointClickCare", the EMR currently utilized by the Facility. This contract expires in October 2025 and the provider is subject to change. Vendor will be expected to utilize the new EMR should it change.
 - 2.6 "WVVNF" "Facility" "Agency" all refer to the WV Veterans Nursing Facility.
 - 2.7 "Service-Connected" means those Veterans defined by the U.S. Department of Veterans Affairs to have a combined disability rating of 70% or greater due to illness or injury caused by, or worsened by, their active military service. The percentage rating may be less than 70% when the Veteran is defined as unemployable. Agency will provide monthly lists of Service Connect versus Non-Service-Connected, as well as uninsured Residents for billing purposes.

- 3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1 Vendor must employ a licensed pharmacist, licensed and available to practice within the State of WV Virginia.
 - 3.2 Vendor must have a minimum of five (5) years' experience in providing pharmacy services to Long Term Care facilities and/or hospital settings.
 - 3.3 Vendor must have no successful claims (excluding settlements) against their professional liability within the last two (2) years.
- **4. MANDATORY REQUIREMENTS:** Contract Services must meet or exceed the mandatory requirements listed below.
 - 4.1 The vendor must agree to charge the facility only the pre-established acquisition cost margins for pharmaceuticals as contained in Exhibit A, under ALLOWABLE CHARGES.
 - The vendor shall provide its cost as of January 1, 2025, for each item listed on Exhibit B. Agency acknowledges these costs fluctuate periodically according to the National Average Drug Acquisition Cost (NADAC). This list will only be utilized as a cost comparison for a contract award and will not be the cost per item throughout the contract period.
 - 4.3 The vendor shall endeavor to obtain supplies at the lowest price when possible.
 - 4.4 The vendor must provide all prescription pharmaceutical services as required per order, including picking up, filling, and delivering orders to the facility nursing units.
 - 4.5 The vendor must package medication in individual unit-dose containers (bubble/blister packs or thermal-sealed cups) at the pharmacy. Vendor must provide all prescription medication in individual unit-dose containers.
 - Vendor must have an agreement in place with a local pharmacy and must provide the name, account number, and agreement to the facility.
 - 4.7 The vendor must provide all medications ordered by the facility's Physician and/or Nurse Practitioner. If vendor does not provide medications, the facility shall obtain it elsewhere, and vendor must reimburse the facility at 200% of the cost of the item.
 - 4.8 Vendor must not send outdated medicine to the facility. Vendor may not change the manufacturer's expiration date on any medication.

- 4.9 The vendor must have an on-call pharmacist available twenty-four (24) hours a day, seven (7) days per week for consultation.
- 4.10 The vendor must provide for delivery of medications 365 days per year, including all holidays, which follow: New Year Day, New Year's Eve, Memorial Day, Thanksgiving Day, Christmas Day, Christmas Eve, Independence Day, and Labor Day.
- 4.11 The vendor must ensure "stat" delivery services are available to and provided for the facility. "Stat" delivery time frames shall be agreed upon by the Director of Nursing (DON) or the Administrator of the facility.
- 4.12 The vendor must provide new medication within twenty-four (24) hours including weekends and holidays. The facility must be contacted if the medications take longer than one day due to special orders.
- **4.13** The Consultant Pharmacist must attend, either in-person or via phone or teleconference, all Fall Meetings to discuss medications.
- 4.14 The vendor must conduct monthly meetings with the Director of Nursing (DON), and Administrator at the facility to provide information about survey readiness (being prepared for inspections by OHFLAC and Federal Veterans Inspections concerning medication storage, containment, distribution) and/or providing inservice training, observation of med passes and providing written reports.
- 4.15 The vendor must destroy all outdated or discontinued medications as outlined in the facility's Destruction of Controlled Substances and Discontinued and Outdated Medication policies. Hard copies of the policy will be provided by the facility upon award. The vendor shall provide reports in writing of all medications destroyed on at least a monthly basis.
- 4.16 The vendor must provide monthly drug regimen review of <u>all residents</u> and provide written reports to the facility's Director of Nursing (DON) and Administrator.
- 4.17 The vendor must provide monthly inspection and provide written report to the DON and Administrator of the facility's drug carts and medication rooms (this is where medicine is stored, prepared, crushed and/or mixed as to cleanliness, refrigerator working condition/temperature, checks for outdated medications to remove/destroy, and organization of stored medications.
- **4.18** The vendor must participate in scheduled Quality Assurance and Performance Improvement meetings as required by the facility.

- 4.19 The vendor must conduct annual in-service training sessions annually at the facility, within sixty (60) days of the implementation of the contract. The dates and times will be arranged with the DON and Staff Development.
- **4.20** The vendor must provide a resident pharmacy review with written recommendations monthly to the DON and Administrator.
- 4.21 The vendor must provide written psychotropic drug review and psychotropic monitoring devices monthly and upon prescription changes.
- 4.22 The vendor must provide a written monthly report on pharmacy activities to the DON and Administrator of the facility. The report is to include all items dispensed to each resident. This is to include item description, NDC number, quantities provided. The report is to include third party payment activity showing payment, resident copay amounts, non-covered amounts, secondary billing of co-pay/deductible for each RX, amounts received from secondary insurance companies for payments of copay/deductible.
- 4.23 The vendor must provide the facility with an updated Pharmacy Policy and Procedure Manual upon award of the contract and annually thereafter during the term of the contract.
- 4.24 The vendor must conduct medication administration observations on nursing staff two (2) times per year, to be arranged with the DON.
- **4.25** The vendor must package medications for residents to take for leave of absence.
- 4.26 Vendor must, upon award, provide the name and account number of the local pharmacy to be used in the event of an emergency.
- 4.27 The vendor must advise the Facility of medications not covered by third party insurances and give recommendations for alternative allowable prescriptions (i.e. generics) whenever available.
- **4.28** The vendor must comply with all Federal and State standards and requirements applicable to the provision of pharmaceutical care and services.
- **4.29** E-Boxes: The vendor shall provide Emergency Boxes ("E" boxes) as follows:
 - 4.29.1 Three (3) regular medication E-Boxes, equal to or greater than the Flambeau 2272 or 2273 Medical Box. These must have a locking point where a pad lock can be inserted, must have a hinged lid, removable

drawers, and a carry handle. They must be a minimum of 19" long x 11" wide x 11" deep and a maximum of 21" long x 13" wide x 13" deep in size.

- 4.29.2 Two (2) narcotics E-Boxes, equal to or greater than the Grafco 3007 double door safe. Both doors must have separate locks. They must be constructed of steel and be wall mountable with a screw-size hole in each corner. They must be a minimum of 13" long x 8" wide x 3" deep and a maximum of 16" long x 10" wide x 6" deep in size. Shelves are not required.
- 4.29.3 Vendor must maintain and refill all E-Boxes as needed. A list of necessary medications to be kept in each will be provided to Vendor by the Agency.

4.30 Vendor Required Equipment/Electronic Mandatory Requirements:

The facility's current Electronic Medical Records (EMR) system is Point Click Care (PCC). The facility's Physician and Nurse Practitioner will enter orders for medications in PCC. The contracted vendor must have the following capabilities:

- 4.30.1 Vendor must have the ability to interface with facility's EMR to accept prescription orders through the system.
- 4.30.2 Vendors must have a computer system with internet capability and the ability to access the facility's EMR (currently PCC).
- 4.30.3 The vendor must receive and verify orders from the facility via the facility's EMR system, currently PCC. The contracted vendor will be provided with access to PCC and training to be conducted at the facility.
- 4.30.4 Vendor will be required to verify through the Physician's electronic/written order within the EMR in addition to processing the order into the current pharmacy dispensing computer system.

5. CONTRACT AWARD:

- 5.1. Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.2. Pricing Page: Vendor <u>must</u> complete <u>Exhibit A</u> Pricing Page by first entering a cost per licensed bed per month, then, multiplying cost per licensed bed per month by the number of licensed beds listed for the facility and enter that amount on the total per month for facility, then multiply the total per month times 12 to get the total annual cost. Vendor <u>must</u> complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendors should type or electronically <u>enter the total annual cost into wvOASIS</u>, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: <u>joseph.e.hageriii@wv.gov</u>

- 5.3. The vendor <u>must</u> provide its cost as of January 1, 2025, for each item listed on <u>Exhibit B</u>. Agency acknowledges these costs fluctuate periodically according to the National Average Drug Acquisition Cost (NADAC). This list will only be utilized as a cost comparison for a contract award and will not be the cost per item throughout the contract period.
- 6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT: Agency shall pay the monthly fees, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract, and as listed in this Section. Vendor shall bill Agency on at least a monthly basis and Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
 - 7.1. The vendor must bill all prescription orders to third party insurance carriers when or where applicable (for example: Medicare Part D plans, WV Medicaid, WV Medicaid Pharmacy plans, UMWA, and other pharmacy insurance plans), except as listed in 7.2 below.

- 7.2. The Vendor must (per federal regulation) only bill the facility for Service-Connected and/or uninsured Veterans. Agency will provide a monthly updated list of Service-Connected and/or uninsured Veterans to the pharmacy. The vendor must not bill Medicare, Medicaid or other 3rd party insurance for any Service-Connected Veterans.
- 7.3. The vendor must bill all other medications not applicable to the facility, separating each bill first by resident's name, then by either prescription or non-prescription. Pricing for each medication listed must include whether the medication is allowable or non-allowable by third party insurance. If non- prescription, then medication should be listed as "Over the Counter" (OTC).
- 7.4. The vendor must agree to charge the facility only the pre-established acquisition cost margins for pharmaceuticals as contained in Exhibit A, under ALLOWABLE CHARGES.
- 7.5. The vendor must bill back to third party insurance if residents become certified by/through their insurance company.
- **7.6.** The vendor must issue credits to the facility for unopened returned items that were paid for by the facility.
- **8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - **9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - **9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - **9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - **9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.
- 10. VENDOR DEFAULT: The following shall be considered a vendor default under this Contract:
 - 10.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.2. Failure to comply with other specifications and requirements contained herein.
 - 10.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.4. Failure to remedy deficient performance upon request.
 - 10.5. The following remedies shall be available to Agency upon default.
 - 10.6. Immediate cancellation of the Contract.
 - 10.7. Immediate cancellation of one or more release orders issued under this Contract.
 - 10.8. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

| Contract Manager: Joshua Curry | | |
|----------------------------------|--|--|
| Telephone Number: 868 698 4908 | | |
| Fax Number: 888 808 0795 | | |
| Email Address: NCOFax 300 4/2014 | | |

EXHIBIT A - CRFQ VNF25*15 PRICING PAGE

Pharmacy Supplies, Consultant Pharmacist and Services

| WW Veterans Nursing Facility Number f Licen & Beds (Long Term Gre) | Cost Per Licensed Bed Per Month | Total Per Annth | 12 month s | Anual Co 18 |
|--|---------------------------------------|-----------------|---------------|-------------|
| 120 | 2.99 | 5 | | 5 |
| | | | Annual Total: | \$ |

- Any anticipated travel, dispensing or other costs related to the performance of services under this
 RFQ must be accounted for an incorporated into the vendor's monthly service fee to be reported
- No expenses other than the pre-established costs of drugs and monthly service fees will be reimbursed by the State.
- Cost per Licensed Bed must include all equipment, supplies, services, meetings, reports, travel and any other Contract Services listed in the Specifications. Facility will not reimburse separately for any other fees.
- Bids will be reviewed and an award made to the responsible bidder providing the overall lowest costs meeting specifications of the RFQ.
- Submission of a bid implies acceptance of the following pre-established acquisition cost margins to be paid by the State for pharmaceuticals:

| SERVICES | ALLOWABLE CHARGES | | | | | |
|--|---|--|--|--|--|--|
| Prescription Drugs for Service-Connected and/or non-insured residents: | Wholesale Acquisition Cost (W.A.C.) + 2 % | | | | | |
| Non-Prescription Drugs for Service-Connected and/or non-insured residents: | Wholesale Acquisition Cost (W.A.C.) + 1 % | | | | | |

| | | Vendor Information | |
|---------------|----------------------|-----------------------------|---|
| Vendor: | UNIQCARE PHARMACY | *Printed Name | JOSHUA CURRY |
| Address: | 3538 TEAYS VALLEY RD | Title | OWNER |
| | HURRICANE WV 25526 | *Signature | To soft |
| Office Phone: | 888.698.4908 | *I hereby certify document. | I am authorized by he Vendor to sign this |
| Cell Phone | | | |
| Fax | 888.808.0795 | Email: | UCPFAX@OUTLOOK.COM |

EXHIBIT B - CRFQ VNF25*15 Vendor's Cost

Top 20 Pharmaceuticals

| NDC Description | Dosage | | DAC Price er Unit on 1/1/25 | Unit Qty | OTC, Brand or Generic | Ve | endor's Price Per Unit | | endor Price nus NADAC Price | Vendor % above NADAC | Vendor's Source |
|------------------------|------------|----|-----------------------------------|----------|--------------------------|----|---------------------------|----|-----------------------------------|----------------------------|-----------------|
| Example: Aspirin | 325 MG | 8 | 0.01391 | EA | OTC, Generic | 5 | 0.01435 | \$ | 0.00044 | 3.16% | McKesson |
| AMLODIPINE BESYLATE | 5 MG | \$ | 0 01040 | EA | RX, Generic | \$ | 0 00660 | \$ | (0 00380) | -36,54% | AMERISOURCE |
| BACLOFEN | 20 MG | \$ | 0.05102 | EA | RX, Generic | \$ | 0 03010 | \$ | (0 02092) | -41.00% | AMERISOURCE |
| CARBIDOPA- LEVODOPA | 25MG-100MG | \$ | 0 07542 | EA | RX, Generic | \$ | 0 05940 | \$ | (0 01602) | -21.24% | AMERISOURCE |
| CLOPIDOGREL | 75 MG | \$ | 0 05708 | EA | RX, Generic | \$ | 0.06060 | \$ | 0.00352 | 6.17% | AMERISOURCE |
| DONEPEZIL HCL | 10 MG | \$ | 0 04890 | EA | RX, Generic | \$ | 0 03140 | \$ | (0 01750) | -35,79% | AMERISOURCE |
| FAMOTIDINE | 20 MG | \$ | 0 02888 | EA | RX, Generic | \$ | 0 02270 | 5 | (0 00618) | -21.40% | AMERISOURCE |
| FINASTERIDE | 5 MG | \$ | 0.06402 | EA | RX, Generic | \$ | 0.04320 | \$ | (0 02082) | -32.52% | AMERISOURCE |
| FUROSEMIDE | 40 MG | \$ | 0 02872 | EA | RX, Generic | \$ | 0 03170 | \$ | 0 00298 | 10.38% | AMERISOURCE |
| LORATADINE | 10 MG | \$ | 0 05176 | EA | RX, Generic | \$ | 0 02510 | \$ | (0 02666) | -51.51% | AMERISOURCE |
| LOSARTAN POTASSIUM | 50 MG | \$ | 0 03610 | EA | RX, Generic | \$ | 0 04140 | s | 0 00530 | 14.68% | AMERISOURCE |
| METFORMIN HCL | 500 MG | \$ | 0,01304 | EA | RX, Generic | \$ | 0 01070 | \$ | (0 00234) | -17.94% | AMERISOURCE |
| METFORMIN HCL ER | 500 MG | \$ | 0 02708 | EA | RX, Generic | \$ | 0 02000 | \$ | (0.00708) | -26,14% | AMERISOURCE |
| MONTELUKAST SOD | 10 MG | \$ | 0 04984 | EA | RX, Generic | \$ | 0 05890 | \$ | 0 00906 | 18.18% | AMERISOURCE |
| PANTOPRAZOLE SOD DR | 40 MG | \$ | 0 04069 | EA | RX, Generic | \$ | 0 04150 | \$ | 0 00081 | 1.99% | AMERISOURCE |
| PRIMIDONE | 50 MG | \$ | 0 11462 | EA | RX, Generic | \$ | 0 05920 | \$ | (0 05542) | -48.35% | AMERISOURCE |
| QUETIAPINE FUMARATE | 50 MG | \$ | 0 03439 | EA | RX, Generic | \$ | 0 02380 | \$ | (0.01059) | -30.79% | AMERISOURCE |
| QUETIAPINE FUMARATE | 25 MG | \$ | 0 02796 | EA | RX, Generic | \$ | 0 01330 | \$ | (0 01466) | -52.43% | AMERISOURCE |
| SERTRALINE HCL | 50 MG | \$ | 0 03381 | EA | RX, Generic | \$ | 0 03470 | \$ | 0 00089 | 2.63% | AMERISOURCE |
| TAMSULOSIN HCL | 0 4 MG | \$ | 0 04665 | EA | RX, Generic | \$ | 0 08060 | \$ | 0 03395 | 72.78% | AMERISOURCE |

- Vendor must list their cost to purchase each prescription drug and where they purchase same
- This page will not be a fixed price for the contract, as NADAC prices fluctuate
- This page will be utilized to determine lowest overall bid for award to lowest responsible bidder

Purchase of these products is not guaranteed and is for estimating purposes only.

| Vendor Information | | | | | | | |
|--------------------|----------------------|--|--|--|--|--|--|
| Vendor | UNIQCARE PHARMACY | *Printed Name JOSHUA CURRY | | | | | |
| Address | 3538 TEAYS VALLEY RD | Title OWNER | | | | | |
| | HURRICANE WV 25526 | *Signature | | | | | |
| Office Phone. | 888 698.4908 | *I hearby certify I am authorized by the Vendor to sign this document. | | | | | |
| Cell Phone | | | | | | | |
| Fax | 888 808,0795 | Email UCPFAX@OUTLOOK.COM | | | | | |