



Northeast LLC

Distributor of Pharmaceuticals since 1969

256 Geiger Road • Philadelphia PA 19115-1008 • 800-262-7770 • Fax: 215-673-8054



Dixon Shane LLC dba
R&S Northeast LLC

August 25, 2008

**Attn: Roberta Wagner, Senior Buyer
West Virginia Dept. of Administration
Purchasing Division – Bldg. 15
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305-0130**

Re: RFO# MCH90052

Dear Ms. Wagner,

R&S Northeast is pleased to submit our bid in response to the State of West Virginia's request for family planning health products under the Family Planning Program for the attached bid. Currently our company holds various contracts with the State of WV, as we hope to continue our good business relationship on future contracts.

Attached is R&S Northeast's bid response to the above referenced RFQ. Submitted documents include: 1) Original completed RFQ, 2) one additional enclosed copy, 3) Signed/Dated Purchasing Affidavit, 3) Return Goods Policy

Please accept our Standard Company Policies which would apply to this contract if awarded:

- Our **Payment Terms** are Net 30 Days.
- **F.O.B. Point:** Destination, freight prepaid
- **Minimum Order:** \$150.00; a \$9.95 freight charge is added on orders less than \$150
- **Delivery Timeframe:** 3 to 5 days ARO (exception to scheduled delivery only when product availability problems due to manufacturer backorder occur)
- **Return Goods Policy:** See attached
- **Pricing Agreement:** Pricing on attached bid for West Virginia OMFCH/Family Planning Program is based on PHS (Public Health Service) pricing from the manufacturers. The prices offered on this bid have been calculated based upon current 3rd quarter 2008 PHS. PHS

Come Grow With Us at <http://www.rs-northeast.com/>



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pricing is federally regulated and, therefore, subject to change as per manufacturer updates. Quarterly PHS price updates will be provided to your office as they occur.

*** Please note that the offers for generic FP products are subject to allocations, industry-wide changes and product availability as well as involuntary price fluctuations beyond vendor's control.

- **Backorder Procedure:** Any backorders remaining prior to a new quarter beginning will be billed at the respective PHS quarter's pricing at time of shipment.
- **Cancellation Procedure:** R&S Northeast LLC reserves the right to cancel this contract due to unforeseen circumstances by giving 30 days written notice.

Thank you for the opportunity to submit our bid. We hope to hear a positive response from you. Please do not hesitate to contact me at (888) 349-6680 ext. 3122 if you have any questions or need additional information regarding our proposal.

Sincerely,

Gina O'Brien
Bids & Contracts Project Manager



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

Request for Quotation

RFQ NUMBER
 MCH90052

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

VENDOR

R & S Northeast LLC
 256 Geiger Road
 Philadelphia, PA 19115

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - OMCFH
 MATERIALS MANAGEMENT
 900 BULLITT STREET
 CHARLESTON, WV
 25301 304-558-3417

DATE PRINTED 07/31/2008	TERMS OF SALE NET 30	SHIP VIA UPS or other (Best Way) DESTINATION	F.O.B.	FREIGHT TERMS \$150 Minimum, otherwise \$9.95 Freight chg
BID OPENING DATE: 08/28/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	6,400	EA		OPEN-END BLANKET CONTRACT 270-10	\$2.71	\$17,344.00
				MICONAZOLE NITRATE 2% VAGINAL CREAM, 7 DAY TREATMENT		
				NDC #00472-0730-41 OR EQUAL.		
0002	6,400	EA		270-10	\$1.64	\$10,496.00
				CLOTRIMAZOLE 1% VAGINAL CREAM, 7 DAY TREATMENT		
				NDC #51672-2003-06 OR EQUAL		
				PHS PRICING MAY BE ADJUSTED ON A QUARTERLY BASIS.		

ALL CONTRACTED PRODUCTS ARE COVERED DRUGS UNDER SEC 602 OF P.L. 102-585. SHOULD THE PHS PRICES MANDATED BY THIS LEGISLATION DROP BELOW THE ABOVE CONTRACTED PRICES, PRODUCTS WILL BE INVOICED AT THE PHS PRICES. VENDOR MUST CONTACT AGENCY IN WRITING OF ANY PRICE CHANGES TO ALLOW THE APPROPRIATE CHANGE ORDER DOCUMENTATION TO BE PROCESSED AND APPROVED THROUGH THE

RECEIVED
 08 AUG 26 AM 9:59
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Maria O'Brien* TELEPHONE: (800) 262-7770 EXT 3122 DATE: 8/5/08

BIDS & CONTRACTS MANAGER FEIN: 33-1004627 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
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RFQ COPY
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VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - OMCFH
 MATERIALS MANAGEMENT
 900 BULLITT STREET
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07/31/2008				
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<p>DEPARTMENT OF ADMINISTRATION'S PURCHASING DIVISION. SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE "PASS THROUGH COSTS." EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Linda O'Brien* TELEPHONE (800) 262-7770 DATE 8/5/08
 Bids & Contracts Manager FEIN 33-1004627 EXT. 3122
 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gina O'Brien</i>	TELEPHONE (800) 262-7770 ext. 3122	DATE 8/5/08
TITLE Bids & Contracts Manager	FEIN 33-1004627	ADDRESS CHANGES TO BE NOTED ABOVE

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INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON AUGUST 12, 2008, QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV EXHIBIT 6 PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT BE BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mina O'Brien</i>	TELEPHONE (800) 262-7770 x3122	DATE 8/5/08
TITLE Bids + Contracts Manager	FEIN 33-1004627	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS: () THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF DAYS. ✓) THE VENDOR DOES NOT AGREE TO MAINTAIN A FIRM PRICE FOR THE LENGTH OF THE CONTRACT BUT OFFERS AN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Yvonne O'Brien</i>	TELEPHONE <i>(800) 262-7770 x3122</i>	DATE <i>8/5/08</i>
TITLE <i>BIDS & CONTRACTS MANAGER</i>	FEIN <i>33-1004627</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ALTERNATE PROPOSAL AS FOLLOWS:</p> <p><i>Prices are based on PHS pricing subject to change quarterly or as per manufacturer adjustments.</i></p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES ON THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Linda O'Brien* TELEPHONE (800) 262-7770 x3122 DATE 8/5/08

TITLE *Bids & Contracts Manager* FEIN 33-1004627 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Hina O'Brien* TELEPHONE (800) 262-7770 x3122 DATE 8/5/08
 FEIN 33-1004627 ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 08/28/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Gina D'Brien* TELEPHONE: (800) 262-7770 x3122 DATE: 8/5/08
 TITLE: *Bids & Contracts Manager* FEIN: 33-1004627 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER:
MCH90052

PAGE:
9

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - OMCFH
 MATERIALS MANAGEMENT
 900 BULLITT STREET
 CHARLESTON, WV
 25301 304-558-3417

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/31/2008				
BID OPENING DATE: 08/28/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.						
BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: -----						
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Juno O'Brien* TELEPHONE: (800) 262-7770 DATE: 8/5/08
 TITLE: BIDS & CONTRACTS MANAGER FEIN: 33-1004627 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
 MCH90052

PAGE
 10

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - OMCFH
 MATERIALS MANAGEMENT
 900 BULLITT STREET
 CHARLESTON, WV
 25301 304-558-3417

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/31/2008				

BID OPENING DATE: 08/28/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----MCH90058-----</p> <p>BID OPENING DATE:-----08/28/2008-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="margin-left: 40px;">FAX#: (215) 677-0540</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p style="margin-left: 40px;">GINA O'BRIEN</p>						
***** THIS IS THE END OF RFQ MCH90052 ***** TOTAL:						27,840.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Gina O'Brien TELEPHONE (800) 262-7770 x322 DATE 8/5/08

TITLE Bids + Contracts Manager FEIN 33-1004627 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET

Page _____ of _____ Pages	Requisition / P O No.: MCH90052
File: 22	Acct. No.: SEE BELOW
Spending Unit: OMCFH/FAMILY PLANNING	

Vendor: _____ P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		<p>TO PROVIDE AN OPEN END CONTRACT FOR THE FOLLOWING ITEMS, QUANTITIES LISTED ARE ESTIMATES ONLY. ACTUAL QUANTITIES ORDERED MAY BE MORE OR LESS DURING THE CONTRACT PERIOD</p> <p>FREIGHT WILL BE PAID BY VENDER.</p> <p>CONTRACT PERIOD 1 YEAR FROM DATE OF AWARD WITH OPTION TO RENEW FOR TWO ONE YEAR PERIOD.</p> <p>OMCFH/FAMILY PLANNING PROGRAM IS TITLE TO PHS ELIGIBLE</p> <p>BIDS TO BE REVIEWED BY PROGRAM DIRECTOR PRIOR TO AWARD</p> <p>THE AWARD WILL BE MADE TO THE LOWEST OVERALL TOTAL COST, WHICH MEETS ALL REQUESTED SPECIFICATIONS AND REQUIREMENTS</p> <p>VENDER MUST SUBMIT AN ORIGINAL ITEMIZED INVOICE FOR EACH ORDER. PAYMENT WILL BE MADE IN ARREARS AFTER RECEIPT OF EACH COMPLETED ORDER.</p>		
		<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>		
		<p>REV 07/16/2007</p>		

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: R & S NORTHEAST LLC

Authorized Signature: Gina D'Brien Date: 8/5/08



Distributor of Pharmaceuticals since 1969
256 Geiger Road • Philadelphia PA 19115-1008 • 800-262-7770 • Fax: 215-673-8054

RETURN GOODS POLICY

Authorization

Prior authorization to return merchandise is required by R&S Northeast LLC (RSNE) for all returns. RSNE must have a PRODUCT RETURN AGREEMENT (PRA) signed by an authorized customer's representative on file before a return can be processed.

Terms of Return Policy

Credit will be issued to RSNE's direct customers only. Credit will not be issued to third party return companies or to customers of RSNE's customers. Credit will be issued and calculated based on current market conditions less a processing fee of (20%). Total credit may not exceed the customer's original acquisition price or applicable contract price. Credits will be allowed for future purchases only and are valid for twelve months from date of issue. Credit will not be issued for products destroyed by customers or third parties. RSNE is not responsible for return shipments lost in transit or damaged in shipment. Returns are subject to inspection and final acceptance by RSNE and may not be claimed as an offset against outstanding invoices until credit has been issued. RSNE reserves the right to require proof of purchase on any returned item.

Outdated or non-saleable controlled drugs will not be accepted for return.

All returns are subject to final review and acceptance by RSNE and will be processed in accordance with the most recent return policy in effect at the time of return. All product received becomes the property of RSNE, who reserves the right to dispose of the merchandise and declare no credit value. Product received by RSNE outside of policy guidelines will not be returned to customer and no credit will be issued. RSNE's Customer Service Representatives (CSR's) are not permitted to modify this policy. Customer's returns must comply with instructions contained in the Return Goods Authorization (RGA) or they may not be accepted by RSNE and credit may not be issued. RSNE will not track return shipments.

RSNE reserves the right to modify this policy without advance notice.

Returnable Items

- Product purchased directly from RSNE.
- Product authorized as returnable.
- Product shipped as a result of RSNE's shipping error if reported within ten (10) days of receipt and received within 30 days of invoice date.
- Product damaged during shipment if reported within ten (10) days of receipt.
- Product that is unopened, undamaged, and in original manufactured condition.
- Product not later than 6 months past date of expiration.

Non-Returnable Items

- Refrigerated products
- Product not purchased directly from RSNE
- Products with broken seals, in open packages, or from which individual units have been removed.
- Product with label defaced or removed
- Products purchased or otherwise obtained in violation of any Federal, State or Local law or regulation.
- Professional Samples.
- Items deteriorated or damaged due to conditions beyond control of the manufacturer such as improper storage, heat, cold, water, smoke, etc.
- Product destroyed or damaged from insurable causes, whether customer is insured or not, such as fire or flood
- Merchandise discontinued by RSNE for more than 1 year.
- Products not returned within 30 days of receipt of an RGA
- Damaged, deteriorated, misbranded, counterfeited, suspected of being counterfeited, adulterated, or otherwise deemed unfit for human use.
- Third party returns.
- Product distributed outside the Continental U S
- Inventory sold as part of sale, transfer of account or obtained from a bankruptcy sale.
- Product sold as non-returnable.
- Outdated or non-saleable controlled substances.

Transportation Charges

Unless expressly authorized on the RGA, freight charges for returns are the responsibility of the customer. COD shipments will be refused.

Customer Procedure

1. Customer must contact their CSR for authorization to return merchandise and receive the Return Goods Worksheet.
2. Complete the Return Goods Worksheet provided by the CSR and fax back to the number provided.
3. Upon authorization from RSNE, the customer must ship return goods in accordance with the instructions contained in the RGA.