



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
 MCH10097

PAGE
 1

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

*A30133444 469-365-7440
 PARAGARD DIRECT
 3101 GAYLORD PKWY
 FRISCO TX 75034

SHIP TO
 HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES
 167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 04/08/2010 | | | | |

BID OPENING DATE: 05/13/2010 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|--|------------|--------------------------|
| 0001 | 350 | EA | | 115-05 | 225.57 | 78,949.50 ⁽²⁾ |
| | | | | PARAGARD T 380A 1/PK, ITEM #51285-204-01 | | |
| 0002 | 70 | BK | | 115-05 | 1068.81 | 74,816.70 |
| | | | | PARAGARD T 380A 5/PK, ITEM #51285-204-02 | | |
| EXHIBIT 3 | | | | | | |
| LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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. | | | | | | |
| 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. | | | | | | |
| 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. | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Kenya Richardson</i> | TELEPHONE 469-247-4956 | DATE 5/11/2010 |
| TITLE Program Manager | FEIN 75-2758166 | 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6)



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|---|----------|-----|--------|-------------|------------|--------|
| <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 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Kenya Richardson* TELEPHONE 469-247-4956 DATE 5/11/2010
 TITLE Program Manager FEIN 75-2758166 ADDRESS CHANGES TO BE NOTED ABOVE

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| <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. 05/26/2009</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 SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN 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</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Kerna Richardson</i> | TELEPHONE 469-247-4956 | DATE 5/11/2010 |
| TITLE Program Manager | FEIN 75-2758166 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| <p>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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <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.:-----MCH10097-----</p> <p>BID OPENING DATE:-----5/13/2010-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Kanya Richardson* TELEPHONE *909-247-4956* DATE *5/11/2010*
 TITLE *Program Manager* FEIN *15-2758166* ADDRESS CHANGES TO BE NOTED ABOVE

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|--|----------|-----|---------|-------------|------------|--------|
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 800-299-8332 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Kenya Richardson ----- ***** THIS IS THE END OF RFQ MCH10097 ***** TOTAL: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Kenya Richardson TELEPHONE 469-247-4956 DATE 5/11/2010
 TITLE Program Manager FEIN 75-2758166 ADDRESS CHANGES TO BE NOTED ABOVE

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

COST SHEET FOR MCH10097

| <u>Item #</u> | <u>Apprx. Annual Usage</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|---------------|----------------------------|--|-------------------|-------------------|
| | <u>QUANTITY</u> | | | |
| 1 | 350 EA | PARAGARD T 380A 1 PK 51285-204-01 OR EQUAL | 225.57 | 78,949.50 |
| 2 | 70 PK | PARAGARD T 380A 5 PK 51285-204-02 OR EQUAL | 1068.81 | 74,816.70 |
| | | TOTAL COST | | |

Award will be made to the vendor with the lowest overall cost who meets specifications.
 Vendor must submit an original itemized invoice for each order. Payment will be made in arrears after receipt of each completed order. Orders will be placed on an as needed basis.

**STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET**

Page 2 of 2 Pages

Requisition / P.O. No :
MCH10097

File: _____ Acct. No :
MULTIPLE

Vendor: _____ P.O. Date: 4/6/2010

Spending Unit:
WVDHHR/BPH/OMCFH/FPP

| Item No. | Quantity | Description | Unit Price | Amount |
|----------|----------|---|------------|--------|
| | | <p>PARAGARD T 380A OR EQUAL: INTRACLERINE COPPER CONTRACEPTIVE IS A T-SHAPED DEVICE (IUD), MEASURING 32 MM HORIZONTALLY AND 36MM VERTICALLY WITH A 3MM DIAMETER BULB AT THE TIP OF THE VERTICAL STEM. A MONOFILAMENT POLYETHYLENE THREAD IS TIED THROUGH THE TIP, RESULTING IN TWO WHITE THREADS, EACH AT LEAST 10.5 CM IN LENGTH, TO AID IN DETECTION AND REMOVAL OF THE DEVICE. THE T-FRAME IS MADE OF POLYETHYLENE, WITH BARIUM SULFATE TO AID IN DETECTING THE DEVICE UNDER X-RAY. PARAGARD CONTAINS APPROXIMATELY 176 MG OF COPPER WIRE COILED ALONG THE VERTICAL STEM AND A 68.7-MG COPPER COLLAR ON EACH SIDE OF THE HORIZONTAL ARM. THE TOTAL EXPOSED COPPER SURFACE AREA IS 380+23 MM². NO COMPONENT OF PARAGARD OR ITS PACKAGING CONTAINS LATEX.</p> <p>PARAGARD IS PACKAGED WITH AN INSERTION TUBE AND A SOLID WHITE ROD IN A POUCH THAT IS THEN STERILIZED. A MOVABLE FLANGE ON THE INSERTION TUBE AIDS IN GAUGING THE DEPTH OF INSERTION THROUGH THE CERVICAL CANAL AND INTO THE UTERINE CAVITY.</p> <p>PARAGARD IS BELIEVED TO WORK PRIMARILY BY PREVENTING SPERM FROM REACHING AND FERTILIZING THE EGG.</p> <p>IT MAY ALSO PREVENT THE EGG FROM ATTACHING TO THE UTERUS. THE CONTRACEPTIVE EFFECTIVENESS OF PARAGARD IS ENHANCED BY THE CONTINUOUS RELEASE OF COPPER INTO THE UTERINE CAVITY. PARAGARD IS INDICATED FOR INTRAUTERINE CONTRACEPTION FOR 1,5, EVEN UP TO 10 YEARS, BUT PATIENTS MAY HAVE IT REMOVED ANYTIME BEFORE THEN, DEPENDING ON THEIR NEEDS AND FAMILY CIRCUMSTANCES.</p> <p>WEST VIRGINIA DEPARTMENT OF HEALTH FAMILY PLANNING PROGRAM IS A MEMBER OF THE 340B PRIME VENDOR PROGRAM AND PHS PRICING ELIGIBLE.</p> <p>QUANTITIES LISTED ARE APPROXIMATES ONLY. QUANTITIES ORDERED MAY BE MORE OR LESS.</p> <p>VENDOR AGREES TO ACCEPT STATE PURCHASING CARD FOR PAYMENT OF ORDERS \$2500 00 OR LESS.</p> <p>CONTRACT PERIOD SHALL BE UPON AWARD OF CONTRACT FOR A ONE (1) YEAR PERIOD WITH THE OPTION OF TWO (2), ONE (1) YEAR RENEWALS.</p> <p>ACCOUNT NUMBERS:</p> <p>0407-2010-0506-575-373 0407-2010-3010-575-373 5360-2010-3544-099-373 5360-2010-3544-099-373 8750-2010-0506-096-03716621 8750-2010-3010-096-373-16621</p> | | |

**Amendment to Request for Quotation for ParaGard T380A
RFQ #MCH10097**

This Amendment ("this Amendment") to the Request for Quotation ("RFQ") for ParaGard T380A Intrauterine Contraceptive Device ("the Product"), effective as of May 6, 2010, is entered into between West Virginia Department of Administration, Purchasing Division ("West Virginia" or the "Agency" or "Director of Purchasing") and Integrated Commercialization Solutions, Inc., doing business as ParaGard Direct ("Contractor" or "Vendor" or "Bidder" or "Seller"). This Amendment sets forth all required additions, deletions and changes to the RFQ upon which Vendor will make Product available to the Agency. All other terms will remain unchanged. Vendor's submission of a response to the RFQ is subject to the Agency's agreement to the terms and conditions of this Amendment. This Amendment is an integral part of the agreement between Vendor and the Agency relating to the purchase and sale of Products.

Vendor and the Agency agree to the following modifications to the RFQ:

A. Defined Terms. Capitalized terms in this Amendment that are not defined herein shall have the meanings given to them in the Business Procurement Code, RFQ General Terms and Conditions RFQ and RFP, and Purchasing Affidavit

B. RFQ.

1. Life of Contract. The be modified to clarify that pricing w however, that in the event of a manu price increase on the Agency and pr contract is extended or renewed

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2010 MAY 13 A 10:12

PURCHASING DIVISION
STATE OF WV

e 1 of the RFQ shall act; provided, ll implement such adjustment if this

2. Cancellation. The following on Page 2 of the RFQ:

f this Section set forth

The Agency agrees to pay for all Product received up to and including the effective date of termination. The Agency acknowledges that the Vendor is not a manufacturing entity and cannot make representations or warranties concerning the manufacturing or processing of the products. Vendor represents and warrants that it will distribute products solely in accordance with applicable industry and quality standards and all federal, state and local laws, rules and regulations applicable to the products.

3. Open Market Clause. This Section set forth on Page 2 of the RFQ shall be modified to clarify that Delivery will be made in accordance with the RFQ specifications, as amended by this Amendment. The Agency acknowledges that Vendor is not a manufacturing entity and cannot guarantee any specific delivery date to the Agency, and Vendor will not be liable for any delays or product shortages. In the event Vendor fails to deliver as indicated on the purchase order, the Agency reserves the right to cancel the order and purchase the balance from other sources at the Agency's expense. The Vendor will invoice the Agency for additional costs associated with expedited shipping requests.

4. Terms and Conditions. The first sentence set forth on Page 3 of the RFQ shall be deleted in its entirety and replaced with the following:

Priority of Bid Documents. In the event that there are inconsistencies between agreement documents, the following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: the Business Application, this Amendment, RFQ, General Terms and Conditions RFQ and RFP, Purchasing Affidavit, other bid documents.

5. Local Government Bodies. The following language shall be added under the caption “EXHIBIT 4” appearing on Page 3:

Any political subdivisions of the State of West Virginia placing orders for Product under this Bid shall be subject to all of the terms and conditions of the Bid Documents, including this Amendment.

6. Miscellaneous. The following language is added to the RFQ:

IN NO EVENT WILL VENDOR OR AGENCY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR RELATED TO PRODUCTS OR SERVICES UNDER THIS AGREEMENT. AGENCY ACKNOWLEDGES THAT VENDOR IS NOT THE MANUFACTURER OF ANY PRODUCTS AND VENDOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, FOR PRODUCTS AND SERVICES. NO ORAL OR WRITTEN INFORMATION PROVIDED BY VENDOR, HIS EMPLOYEES OR OTHER REPRESENTATIVES WILL CREATE ANY SUCH WARRANTY.

C. General Term and Conditions RFQ and RFP.

1. Number 5. The sentence set forth in Number 5 of the General Terms and Conditions RFQ and RFP shall be deleted in its entirety and replaced with the following:

Delivery of the goods and services shall be made to the Agency designated on the issued purchase order in accordance with this contract. Vendor shall invoice the Agency upon shipment and the Agency will pay all invoiced amounts according to the payment terms set forth in Business Application signed by the Agency. Title to the goods purchased under this contract and risk of loss shall pass from Vendor to the Agency upon delivery F.O.B to the Agency’s designated location.

2. Number 9. The sentence set forth in Number 9 of the General Terms and Conditions RFQ and RFP shall be deleted in its entirety and replaced with the following:

The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days prior written notice to the seller, provided that Product has not shipped from the seller’s warehouse

3. Number 14-Confidentiality. The Confidentiality Section set forth in Number 14 of the General Terms and Conditions RFQ and RFP shall be modified by (a) clarifying that Vendor’s obligation to protect the Agency’s confidential information shall expire at the end of the initial term or an extension term of this contract, and (b) adding the following sentence to the end of this Section:

The information, documentation, and other material submitted by Vendor in response to the RFQ which pertains to Vendor's pricing information, shall be treated as Confidential and Proprietary to the extent reasonably feasible, and the Agency will notify Vendor in the event of a FOIL request pertaining to this information

D. Instructions to Bidders.

1. Number 2. The first 2 sentences set forth in Number 2 of the General Terms and Conditions RFQ and RFP shall be modified to clarify that the Vendor is not a manufacturing entity and cannot make representations or warranties concerning the manufacturing or processing of the products

2. Number 3 The second sentence set forth in Number 3 of the General Terms and Conditions RFQ and RFP shall be modified to clarify that Vendor's price is quoted F O B. and includes regular (standard ground) shipping costs

ACKNOWLEDGED, AGREED AND ACCEPTED BY:

**Integrated Commercialization Solutions, Inc.,
doing business as ParaGard Direct**

**West Virginia Department of Administration,
Purchasing Division**

By: Kenya Richardson
Title: Program Manager
Date: May 11, 2010

By: _____
Title: _____
Date: _____