



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
MCH10072

PAGE
1

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

VENDOR

\*105152128      800-541-6315  
 PHARMPAK INC  
 1221 ANDERSON DR SUITE B  
 SAN RAFAEL CA 94901

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
01/27/2010				

BID OPENING DATE: 02/10/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. MOVING BID OPENING FROM 2/2/10 TO 2/10/10. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.  EXHIBIT 10  REQUISITION NO.: MCH10072  ADDENDUM ACKNOWLEDGEMENT  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NO. S: NO. 1 ..... <input checked="" type="checkbox"/> ..... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.  VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY						

RECEIVED

2010 FEB 10 A 10:07

PURCHASING DIVISION  
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Deborah Kelly</i>	415-455-9981	2/9/10
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
DIR OF OPERATIONS	94-2984277	

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



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<p>ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Deborah Kelly</i>            .....            SIGNATURE            PHARMPAK, INC.            .....            COMPANY            2/9/10            .....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Deborah Kelly</i>	TELEPHONE 415-455-9981	DATE 2/9/10
TITLE DIR. OF OPERATIONS	FEIN 94-2984277	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 2 of 3 Pages

Requisition / P O No :  
MCH10072

File: Acct. No :

Vendor: \_\_\_\_\_ P O Date: \_\_\_\_\_

Spending Unit:  
WVDHHR/OMCFH/FPP

Item No.	Quantity	Description	Unit Price	Amount
		<p>QUESTION: WHO IS THE CURRENT PROVIDER?</p> <p>ANSWER: THE CURRENT CONTRACTED VENDOR IS PHARMPAK, INC</p> <p>QUESTION: CAN YOU PROVIDE A COPY OF THE CURRENT AGREEMENT?</p> <p>ANSWER: A COPY OF THE CURRENT AGREEMENT IS AVAILABLE THROUGH BPH PURCHASING</p> <p>QUESTION: CAN WE GET A SAMPLE OR DRAWING OF THE LABEL THAT IS REQUESTED?</p> <p>ANSWER: A COPY WAS MADE (ALTHOUGH LIMITED) FROM THE BOTTLE OF A CURRENT MEDICATION. IT IS ATTACHED</p> <p>QUESTION: WILL YOU SUPPLY THE MEDICATIONS TO BE REPACKAGED OR WILL THE VENDOR SUPPLY THE DRUGS AND REPACKAGING SERVICES?</p> <p>ANSWER: THE DRUG AND REPACKAGING IS TO BE PROVIDED BY THE VENDOR</p> <p>QUESTION: IS THE VENDOR REQUIRED TO BE A FDA REGISTERED REPACKER FOR THIS RFP? IF SO, SHOULD THE VENDOR HAVE BEEN AUDITED AT LEAST ONCE?</p> <p>ANSWER: IT WAS NOT A REQUIREMENT IN THE ORIGINAL RFQ.</p> <p>QUESTION: WILL PEDIGREE PAPERS BE REQUIRED FOR EACH SHIPMENT?</p> <p>ANSWER: THE FAMILY PLANNING PROGRAM (FPP) IS NOT FAMILIAR WITH THIS TERM USED IN SHIPPING, HOWEVER FPP DOES NOT REQUIRE PRODUCT TRACKING FROM MANUFACTURE TO DHHR MATERIALS MANAGEMENT.</p>		

WV-36 (Rev 01/01/07)

**STATE OF WEST VIRGINIA  
PURCHASE CONTINUATION SHEET**

Page <u>2</u> of <u>3</u> Pages		Requisition / P O No : MCH10072
File:	Acct No :	
Spending Unit: WVDHHR/OMCFH/FPP		

Vendor: \_\_\_\_\_ P O Date: \_\_\_\_\_

Item No.	Quantity	Description	Unit Price	Amount
		<p>QUESTION: ALL DRUGS ARE LISTED AS "TABS" BUT TETRACYCLINE IS ONLY AVAILABLE IN CAPSULES AND DOXYCYCLINE IS LESS EXPENSIVE IN CAPSULES THAN IN TABS. ARE ALL ITEMS TO BE TABLETS?</p> <p>ANSWER: TABLET FORM WAS ORIGINALY AVAILABLE, BUT CAPSULES OR TABLETS ARE ACCEPTABLE.</p> <p>QUESTION: CURRENTLY CIPROFLOXACIN IS ON A NATIONWIDE SHORTAGE. OUR PRICES THAT ARE NORMALLY VERY COMPETITIVE HAVE GONE WAY UP. HOW WOULD YOU LIKE US TO HANDLE THIS SITUATION? IF THE PRICE COMES BACK DOWN WE WOULD BE HAPPY TO HONOR THE LOWER PRICE AND BY THE SAME TOKEN SHOULD ONE OF THE OTHR DRUGS GO ON SHORTAGE COULD WE PRESENT DOCUMENTATION TO SHOW THE NEW PRICE AND CHANGE THE CONTRACT PRICE ACCORDINGLY AS OPPOSED TO RISKING A BIG LOSS ON THE DRUG?</p> <p>ANSWER: THESE PRODUCTS SHOULD BE AVAILABLE UNTHE 340B PRICING. FPP CURRENTLY ACCEPTS PRICE CHANGES QUARTERLY THOUGH 340B AND WILL DO THE SAME WITH THE CURRENT VENDOR. QUARTERLY PRICE CHANGES REQUIRE A CHANGE ORDER TO THE CONTRACT BY PURCHASING</p>		



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Purchase Order

PURCHASE ORDER NO.  
 MCH70453

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CHANGE ORDER

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

HEALTH AND HUMAN RESOURCES  
 BPH - MATERNAL & CHILD HEALTH  
 350 CAPITOL STREET, ROOM 427  
 CHARLESTON, WV  
 25301-3714

VENDOR

\*105152128 800-541-6315  
 PHARMPAK INC  
 1221 ANDERSON DR SUITE B  
 SAN RAFAEL CA 94901

SHIP TO

AGENCY COPY

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

304-558-3417

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
01/21/2007	NET 30	942984277	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL - MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.
DELIVERY DATE	CAT. NO.	ITEM NUMBER	UNIT PRICE
THIS AWARD IS PER THE FOLLOWING: 1. REQUEST FOR QUOTATION DATED 12/14/2006 AND ALL SPECIFICATIONS, AND ADDENDUMS (IF ANY) THEREIN. 2. VENDOR'S BID DATED 12/18/2006.			
0001	02/01/2007	VIAL	270-19
	DOXYCYCLINE 100 MG		14 TABS/VIAL
			1.99000
0002	02/01/2007	VIAL	270-19
	TETRACYCLINE 500 MG		28 TABS/VIAL
			2.58000
0003	02/01/2007	VIAL	270-19
	FLAGYL 500 MG		14 TABS/VIAL
			1.99000
0004	02/01/2007	VIAL	270-19
	FERROUS SULFATE 325MG		100 TABS/VIAL
			2.20000
F APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>			
TOTAL			OPEN END

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 JAN 26 PM 1:10  
 STATE PURCHASING DIVISION

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED

JAN 25 2007

Beverly Toler

2007 JAN 29 A 10:30  
 FINANCIAL SECTION

ROBERTA WAGNER

304-558-0067

BY

PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL



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350 CAPITOL STREET, ROOM 427  
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SAN RAFAEL CA 94901 94901

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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0005	02/01/2007	VIAL	270-19		3.30000		
	CIPROFLOXACIN 500MG 1 TAB/VIAL						
0006	02/01/2007	VIAL	270-19		1.60000		
	FLUCONAZOLE 150MG 1 TAB/VIAL						
EXHIBIT 3							
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 02/01/2007 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							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

ROBERTA WAGNER

304-558-0067

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 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

Previous Contract 7

# Purchase Order



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350 CAPITOL STREET, ROOM 427  
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1221 ANDERSON DR SUITE B  
  
SAN RAFAEL CA 94901              94901

HEALTH AND HUMAN RESOURCES  
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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP.	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
<p>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 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</p>							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

ROBERTA WAGNER

304-558-0067

BY \_\_\_\_\_  
PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY  
ASSISTANT ATTORNEY GENERAL

**Purchase Order**



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 25301-3714

PODZEV

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 PHARMPAK INC  
 1221 ANDERSON DR SUITE B  
  
 SAN RAFAEL CA 94901            94901

SHIP TO

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BEST WAY		DESTINATION		PREPAID		MUL - MUL	
LINE	QUANTITY	UOP	VENDOR/ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
<p>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>							

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BY \_\_\_\_\_  
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*Previous Contract*



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COMMITMENT

HEALTH AND HUMAN RESOURCES  
 BPH - MATERNAL & CHILD HEALTH

350 CAPITOL STREET, ROOM 427  
 CHARLESTON, WV 25301-3714

VENDOR

\*105152128 800-541-6315  
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DATE PRINTED <b>01/21/2007</b>		TERMS OF SALE <b>NET 30</b>		FEIN/SSN <b>942984277</b>	FUND
SHIP VIA <b>BEST WAY</b>		F.O.B.		FREIGHT TERMS <b>PREPAID</b>	ACCOUNT NUMBER <b>MUL - MUL</b>
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
	<b>REV. 04/11/2001</b>				
	<b>EXHIBIT 4</b>				
<p><b>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 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.</b></p>					

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 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

WV Department of Health and Human Resources  
 Bureau for Public Health  
 Office of Maternal, Child and Family Health

RFQ# MCH70453

**Part 1 PURPOSE**

**1.1 PURPOSE**

The purpose of this Request for Quotation (RFQ) is to engage the services of a vendor to provide pharmaceutical repackaging for selected prescription drugs for the Office of Maternal, Child and Family Health, Family Planning Program located at 350 Capitol Street, Room 427, Charleston, West Virginia

**1.2 BACKGROUND**

Within the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Public Health, the Office of Maternal, Child and Family Health (OMCFH) offers preventive health care and screening services through a community-based network of health care providers throughout the State. The Family Planning Program (FPP) provides comprehensive reproductive health care, medical services, counseling and education, contraceptive methods, and laboratory services. Family Planning Program services are offered through a statewide network of 144 participating provider agencies.

**Part 2 CONTRACTUAL SERVICES**

**2.1 REQUIRED SERVICES**

Any reference to shall, must and will are mandatory.

The vendor will be responsible for the repackaging of pharmaceuticals dispensed at the 144 Family Planning Program clinic sites throughout the State. The vendor will purchase all pharmaceuticals as listed in Section 2.3 of the Request for Quotation. Generic drugs will be purchased unless the Family Planning Program requests the purchase of specific brand name drugs. See Section 2.3 for the list of drugs, strengths, packaging requirements and estimated annual usage.

The vendor will supply medication in unit-of-use doses as specified in Section 2.3. Vendor will supply tamper-proof, plastic, amber or opaque prescription vials. Vendor will supply and affix labels for repackaged drugs to include:

- a. Name of drug
- b. Strength of drug
- c. Quantity of drug
- d. Expiration date
- e. Space for date and patient name
- f. Full directions for use
- g. Name of manufacturer (generic drugs)
- h. Lot number
- i. Auxiliary labels (as indicated for appropriate drugs)

WV Department of Health and Human Resources  
 Bureau for Public Health  
 Office of Maternal, Child and Family Health

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**2.2 ADMINISTRATIVE AND OPERATIONAL REQUIREMENTS**

Vendor must supply two (2) double tab peel off labels for record keeping. One shall be marked for application to the patient chart and one will be marked for the purpose of lot number tracking and inventory control.

Vendor must supply medications with minimum expiration dates of one year. Vendor must have no minimum order requirements. Vendor must inform the Family Planning Program immediately when any purchased drugs are recalled.

Vendor must ship pharmaceutical supplies by express delivery service, i.e. United Parcel Service, Federal Express, etc. within 7 days (excluding holidays) after receipt of order. Vendor must ship supplies to OMC FH Materials Management, FOB destination, with freight prepaid by vendor. A shipping invoice must accompany each shipment.

**2.3 PRICING OF SERVICES**

The pharmaceutical repackaging services included in this RFQ are part of the long-range, continuing plan for the provision of repackaged, unit-of-use medications. The vendor's bid quotation for repackaging services should be entered below:

	Approx. Annual Usage	
(1) Doxycycline 100 mg 14 tab/vial	2500 vials	\$ 4,975
(2) Tetracycline 500 mg 28 tabs/vial	500 vials	\$ 1,290
(3) Flagyl 500 mg 14 tabs/vial	3500 vials	\$ 6,965
(4) Ferrous sulfate 325 mg 100 tabs/vial	500 vials	\$ 1,100
(5) Ciprofloxacin 500mg 1 tab/vial	25 vials	\$ 82.50
(6) Fluconazole 150mg 1 tab/vial	1000 vials	\$ 1,612.80
GRAND TOTAL		\$ 16,025.30

WV Department of Health and Human Resources  
Bureau for Public Health  
Office of Maternal, Child and Family Health

RFQ# MCH70453

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### **PART 3 GENERAL TERMS AND CONDITIONS**

#### **3.1 REJECTION OF QUOTATION/BIDS**

The State reserves the right to accept any or all quotations/bids if it is determined to be in the State's best interests. The Department may withdraw this RFQ at any time for any reason. Receipt of a quotation confers no rights upon the bidder. A contract based upon this RFQ may or may not be awarded. Then, said contract must be approved as to form by the Attorney General's Office.

#### **3.2 SUBCONTRACTS PROHIBITED**

The successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written or oral subcontracts for performance of work under the contract without written permission of the agency.

#### **3.3 COMPLIANCE WITH LAW AND REGULATIONS**

The vendor shall pay any sales, use, and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the vendor.

The vendor shall comply with all applicable laws, rules and regulations including, but not limited to those relating to hospital licensure, State and Federal labor laws and laws, rules and policies related to the WVDHHR.

The vendor shall be responsible for compliance with all workplace safety requirements, including, but not limited to compliance with applicable OSHA and all other applicable environmental agency requirements for storage, labeling, handling and disposal of all items used in the performance of duties associated with cytology services. The vendor shall appropriately train its employees in proper workplace safety requirements.

#### **3.4 RECORD RETENTION AND CONFIDENTIALITY**

The vendor will maintain financial records pertaining to the contract for five (5) years following the end of the State fiscal year during which the contract is terminated or State and Federal audits of the contract have been completed, whichever is later. If questions about accounting records arise during an audit, the accounting records pertaining to the contract shall be retained until resolution of all pending audit questions and for one (1) year following the termination of any litigation relating to the contract if the litigation has not terminated within the above five (5) year period. Accounting records and procedures shall be subject to State and Federal approval.

WV Department of Health and Human Resources  
Bureau for Public Health  
Office of Maternal, Child and Family Health

RFQ# MCH70453

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### 3.5 CHANGES IN SCOPE

Formal contract amendments and/or change orders will be negotiated by the Department with the vendor, whenever necessary, to address changes to the terms and conditions, costs of, or scope of work included under the contract. An approved contract amendment and or change order means one approved by the WV Department of Health and Human Resources, the WV Department of Administration, and all other applicable State agencies prior to the effective date of such amendment and or/change order. An approved contract amendment and or change order is required whenever the change affects the payment provision and the scope of work performed by the vendor. Vendor shall not change the scope of services to be conducted without the approval of the State. As soon as possible after receipt of a written change request, but in no event more than thirty (30) days thereafter, the vendor shall provide the State a written statement that the change has no price impact on the contract or if there is a price impact, provide a description of the price increase or decrease involved in implementing the change.

### 3.6 TERMINATION OF THE CONTRACT

The Department may terminate a contract resulting from this RFQ at any time that the vendor fails to carry out its responsibilities under the terms of any contract resulting from this RFQ to satisfaction of the Department, Bureau or Office of Maternal, Child and Family Health.

The Department shall provide the vendor with notice of conditions endangering performance. If after such notice the vendor fails to remedy this conditions contained in this notice, within the time period contained in the notice, the Department shall issue the vendor an order to stop all work immediately. The Department shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

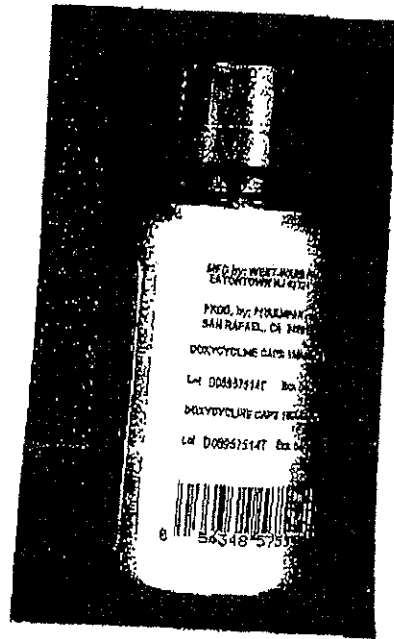
### 3.7 INVOICE AND PAYMENTS

The vendor shall submit invoices, in arrears to the Office of Maternal, Child and Family Health, Family Planning Program for all services provided pursuant to the terms of the contract. The invoices shall be in a format approved by the Department.

LABEL

To: Denise Smith  
From: Sammy

This is as good as it gets



RFQ No. MCH/0072

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement

Under penalty of law for false swearing (*West Virginia Code* §81-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: PHARMPAK, INC.

Authorized Signature: Mark Kline Date: 2/9/10

State of California

County of Marin, to-wit:

Taken, subscribed, and sworn to before me this 9 day of February, 2010.

My Commission expires 3-23-2012, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC

Daniel Maika' Arakaki

