



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  
 MCH11125

PAGE  
 1

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

\*105152128 800-541-6315  
 PHARMPAK INC  
 1221 ANDERSON DR STE 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
03/07/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2,500	VIAL		270-19	\$1.79	\$4,475.00
		DOXYCYCLINE 100 MG 14 TABS/CAPSULES/VIAL OR EQUAL				
		50 VIALS PER PACKAGE.				
0002	500	VIAL		270-19	\$3.02	\$1,510.00
		TETRACYCLINE 500 MG 28 TABS/CAPSULES/VIAL OR EQUAL				
		25 VIALS PER PACKAGE.				
0003	3,500	VIAL		270-19	\$3.99	\$13,965.00
		FLAGYL 500 MG 14 TABS/VIAL OR EQUAL				
		50 VIALS PER PACKAGE.				
0004	25	VIAL		270-19	\$1.88	\$47.00
		CIPROFLOXACIN 500 MG 1 TAB/VIAL OR EQUAL				
		25 VIALS PER PACKAGE.				

RECEIVED  
 2011 APR -6 AM 10:03

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Deborah Kelly* TELEPHONE: 415-455-9981 DATE: 4/5/11

TITLE: Director of Operations FEIN: 94-2984277 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](http://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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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	1,000	VIAL		270-10	\$1.00	\$1,000.00
				FLUCONAZOLE 150 MG 1 TAB PER BLISTER PACK OR EQUAL		
				12 PILL CARDS PER BOX.		
				EXHIBIT 3		
<p>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.</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 SERVICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Deborah Kelly* TELEPHONE: 415-455-9981 DATE: 4/5/11

TITLE: Director of Operations FEIN: 94-2984277 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Deborah Kelly</i>	TELEPHONE 415-455-9981	DATE 4/5/11
TITLE Director of Operations	FEIN 94-2984277	ADDRESS CHANGES TO BE NOTED ABOVE

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AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.  REV. 05/26/2009  INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 3/22/2011. 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 4  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						

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SIGNATURE *Deborah Kelly* TELEPHONE 415-455-9981 DATE 4/5/11  
 TITLE Director of Operations FEIN 94-2984277 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            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>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>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Roborah Kelly</i>	TELEPHONE 415-455-9981	DATE 4/5/11
TITLE Director of Operations	FEIN 94-2984277	ADDRESS CHANGES TO BE NOTED ABOVE

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: RW-22  RFQ. NO.: MCH11125  BID OPENING DATE: 04/07/2011  BID OPENING TIME: 1:30PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- 415-455-8445 -----  CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Deborah Kelly -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Deborah Kelly</i>	TELEPHONE 415-455-9981	DATE 4/5/11
TITLE Director of Operations	FEIN 94-2984277	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ MCH11125 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alborah Kelly</i>	TELEPHONE 415-455-9981	DATE 4/5/11
TITLE <i>Director of Operations</i>	FEIN 94-2984277	ADDRESS CHANGES TO BE NOTED ABOVE

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## MCH11125 – Pharmaceutical Repackaging

## SPECIFICATIONS

PURPOSE

The West Virginia Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Office of Maternal, Child and Family Health (OMCFH), Family Planning Program (FPP) is seeking vendor quotations for providing pharmaceutical repackaging for selected prescription drugs.

MANDATORY REQUIREMENTSDeliverable Requirements:

Vendor will purchase and repackage the following prescription drugs to be used by FPP clinic sites located throughout West Virginia.

Prescription Brand Drug Name	Strength	Tabs or Pills per Vial/Pack	Packaging
Doxycycline	100 mg	14 tabs/capsules per vial	50 vials per package
Tetracycline	500 mg	28 tabs/capsules per vial	25 vials per package
Flagyl	500 mg	14 tabs per vial	50 vials per package
Ciprofloxacin	500 mg	1 tab per vial	25 vials per package
Fluconazole	150 mg	1 pill per blister pack	12 pill cards per box

Vendor Requirements:

Vendor will meet the following requirements to purchase, repackage, and provide FPP with the selected prescription drugs.

1. Vendor will purchase the selected prescription drugs.
2. Vendor will purchase generic drugs unless FPP requests specific brand name.
3. Vendor will provide drugs in unit-of-use doses.
4. Vendor will package and supply requested drugs in amber or opaque tamper-proof plastic prescription vials. The size of prescription vial will be specific to drug requested to prevent pharmaceuticals from moving around during shipment.
5. Vendor will provide vials with external, clear plastic seal around the top of each to prevent tampering before pharmaceuticals are distributed to the client.
6. Vendor will include cotton packing material inside each vial to prevent pharmaceuticals from moving around during shipment.
7. Vendor will provide shrink-wrapped vials for Tetracycline, Ciprofloxacin, Doxycycline, and Flagyl to reduce storage space needed at WVDHHR Materials

MCH11125 – Pharmaceutical Repackaging

Management and provider sites. Shrink-wrapped pharmaceuticals will also reduce the time needed for distribution from WVDHHR Materials Management.

8. Vendor will provide Fluconazole in blister packs to reduce storage space needed at WVDHHR Materials Management and provider sites.

9. Vendor will provide and affix labels on vials and blister packs for repackaged drugs that include:

- Name of drug
- Strength of drug
- Quantity of drug
- Expiration date
- Blank space for patient name and date
- Complete directions for usage
- Name of drug manufacturer
- Lot number

10. Vendor will affix labels that are sized to fit specific vial or blister pack. Vendor will ensure that font on labels are legible.

11. Vendor will provide and affix auxiliary labels for the drug within each vial. Auxiliary labels will include:

- Name of drug
- Strength of drug
- Quantity of drug
- Expiration date
- Blank space for patient name and date
- Complete directions for usage
- Name of drug manufacturer
- Lot number

12. Vendor will provide self-stick tear-off labels for use in client's charts that include:

- Name of drug
- Strength of drug
- Lot number
- Expiration date
- NDC number

13. Vendor will supply two (2) double tab peel-off labels for record keeping. Double tab peel off labels allow label to be removed from the vial from either end. One will be marked for application to the patient chart and the other will be marked for the purpose of lot number tracking and inventory control. The labels will include:

## MCH11125 – Pharmaceutical Repackaging

- Name of drug
  - Strength of drug
  - Lot number
  - Expiration date
  - NDC number
14. Vendor will provide drugs with minimum expiration dates of one (1) year from date of shipment to FPP.
  15. Vendor will have no minimum order requirements for any of the selected drugs.
  16. Vendor will inform FPP within 48 hours when drugs purchased are recalled and provide instructions for returning recalled drugs. Vendor will be responsible for all shipping charges for recalled drugs. Vendor will replace or refund FPP's cost for recalled drugs.
  17. Vendor will ship pharmaceuticals within seven (7) days (excluding holidays) after receipt of order.
  18. Vendor will ship orders to WVDHHR Materials Management located at 900 Bullitt Street, Charleston, West Virginia 25301.
  19. Vendor will ship orders by express delivery service, i.e. United Parcel Service (UPS), Federal Express, etc. within seven (7) days (excluding holidays) after receipt of order.
  20. Vendor will ship orders pre-paid by vendor.
  21. Vendor will include invoice with each shipment.

### **BID REQUIREMENTS**

Vendor will complete, sign, and date the Bid Price Sheet provided with the understanding that the vendor submitting the lowest total unit cost bid that substantiates the requirements under these specifications will be awarded this contract.

### **METHOD OF BID EVALUATION**

FPP will use the Total Bid Price from the Bid Price Sheet to determine the low-bid vendor and will award an open end contract to the lowest bidder meeting the requirements of these specifications.

### **LIFE OF CONTRACT**

This contract becomes effective on the date of award and will extend for a period of one (1) year. Contract may be renewed for two (2) additional one (1) year periods upon the

MCH11125 – Pharmaceutical Repackaging

mutual written consent of FPP and the vendor in accordance with the terms and conditions of the original contract.

BID PRICE SHEET - MCH11125

ITEM #	ESTIMATED ANNUAL USAGE <sup>1</sup>	DESCRIPTION	UNIT PRICE PER VIAL OR BLISTER PACK <sup>2</sup>	TOTAL COST
1	2,500 vials	Doxycycline - 100 mg - 14 tabs/capsules per vial - 50 vials per package	\$ 1.79	\$ 4,475.00
2	500 vials	Tetracycline - 500 mg - 28 tabs/capsules per vial - 25 vials per package	\$ 3.02	\$ 1,510.00
3	3,500 vials	Flagyl - 500 mg - 14 tabs per vial - 50 vials per package	\$ 3.99	\$ 13,965.00
4	25 vials	Ciprofloxacin - 500 mg - 1 tab per vial - 25 vials per package	\$ 1.88	\$ 47.00
5	1,000 blister packs	Fluconazole - 150 mg - 1 pill per blister pack - 12 blister packs per box	\$ 1.00	\$ 1,000.00
TOTAL COST:				

<sup>1</sup> Estimated Annual Usage: Approximate number of vials or blister packs to be ordered annually during contract period. Exact quantities could be more or less than estimated annual usage.

<sup>2</sup> Unit Price Per Vial or Blister Pack: Unit price vendor will charge FPP per vial or blister pack ordered whether one or more than one is ordered throughout the contract period.

PHARMPAK, INC.

Vendor Name

Deborah Kelly

Vendor Authorized Representative (print name)

Deborah Kelly

Vendor Authorized Representative Signature

Date 4/15/11

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

*N/A* 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**,

*N/A* Bidder is a partnership, association or corporation resident vendor and 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 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**,

*N/A* Bidder is a 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; **or**,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

*N/A* 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 the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

*N/A* 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 Bidder's 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; **or**,

**4. Application is made for 5% resident vendor preference for the reason checked:**

*N/A* Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

*N/A* Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

*N/A* Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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: PHARMPAK, INC.

Signed: Deborah Kelly

Date: 4/5/11

Title: Director of Operations

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



**Re: Specifications for Pharmaceutical Repackaging RFQ MCH11125**

**Vendor Requirements:**

- 1. Vendor will purchase the selected prescription drugs;**  
PharmPak purchases from FDA, nationally recognized vendors who can supply pedigree documentation for all drugs purchased. We purchase at discount wholesale prices.
- 2. Vendor will purchase generic drugs unless FPP requests specific brand name.**  
All drugs requested in this RFQ are available in generic form. PharmPak will purchase the lowest cost generics available.
- 3. Vendor will provide in unit-of-use doses.**  
PharmPak packages medication in unit-of-use doses ready to be given to patients in the clinic or office by the practitioner. All of the drugs in this RFQ are packaged in unit-of-use vials with the exception of Fluconazole which comes in a single dose blister pack card from the manufacturer.
- 4. Vendor will package and supply requested drugs in amber or opaque tamper-proof plastic prescription vials. The size of the prescription vial will be specific to the drug being requested to prevent pharmaceuticals from moving around during shipment.**  
PharmPak packages drugs in white opaque HDPE vials that meet or exceed the USP standard for packaged medications. The size will be either 40cc or 100cc standard prescription sizing to fit the medication being packaged. All vials will have childproof caps and inner foam seals.
- 5. Vendor will provide vials with external, clear plastic seal around the top of each to prevent tampering before pharmaceuticals are distributed to the client.**  
PharmPak's standard tamper evident seal is color coded to the type of medication being packaged. Doxycycline is sealed with a process blue color, Metronidazole (Flagyl) with a dark blue and Ciprofloxacin and Tetracycline with a blue and white 'sealed for your protection' striped neckband. \*See attached picture.

**6. Vendor will include cotton packing material inside each vial to prevent pharmaceuticals from moving around during shipment.**

We do not put cotton in our vials. However, the vials are shrinkwrapped in trays to keep any movement from occurring during shipment.

**7. Vendor will provide shrinkwrapped vials for tetracycline, ciprofloxacin, doxycycline and Flagyl to reduce storage space needed at WVDHHR Materials Management and provider sites.**

PharmPak packs medications into trays of either 10 (laying flat) or 25 (standing up) vials per tray according to your needs. These shrinkwrapped trays are able to be stacked for easy, efficient storage. All trays are labeled for drug name, strength and lot number.

**8. Vendor will provide Fluconazole in blister packs to reduce storage space needed:**

We will provide Fluconazole in the original manufacturer's blister pack, labeled and then packaged in 12 cards per box.

**9. Vendor will provide and affix labels on vials and blister packs for repackaged drugs that include:**

Name of drug	yes
Strength of drug	yes
Quantity of drug	yes
Expiration date	yes
Blank space for patient name and date	yes
Complete directions for use	yes
Name of drug manufacturer	yes
Lot number	yes

\*See attached label samples for all drugs in this RFQ.

**10. Vendor will affix labels that are sized to fit specific vial or blister pack. Vendor will ensure that font on labels are legible.**

PharmPak has a redesigned label using a larger font and ¾ of the label is directed towards patient friendly drug information.

\*See attached label samples for all drugs in this RFQ

**11. Vendor will provide and affix auxiliary labels for the drug within each vial. Auxiliary labels will include:**

Name of drug	yes
Strength of drug	yes
Quantity of drug	yes
Expiration date	yes
Blank space for patient name and date	yes



Complete directions for usage	yes
Name of drug manufacturer	yes
Lot number	yes

**12. Vendor will include self-stick-tear-off labels for use in client's chart that include:**

Name of drug	yes
Strength of drug	yes
Lot number	yes
Expiration date	yes
NDC number	yes

**13. Vendor will supply two (2) double tab peel-off labels for record keeping.**

Name of drug	yes
Strength of drug	yes
Lot number	yes
Expiration date	yes
NDC number	yes

**14. Vendor will provide drugs with minimum expiration dates of one (1) year from date of shipment to FPP.**

PharmPak works on a two year expiration dating cycle and will not ship any product that has less than a one year expiration date

**15. Vendor will have no minimum order requirements for any of the selected drugs.**

PharmPak does not require a minimum order on any purchase.

**16. Vendor will inform FPP within 48 hours when drugs purchased are recalled and provide instructions for returning recalled drugs.**

PharmPak will notify FPP within 48 hours of all recalls. PharmPak will always assume the charges for picking up and disposing of recalled drugs and issue credits to FPP as required.

**17. Vendor will ship pharmaceuticals within seven (7) days after receipt of the order.**

PharmPak usually ships with 24 hours of receipt of the order.

**18. Vendor will ship orders to WVDHHR Materials Management**

We have that ship to address keyed into our system!

**19. Vendor will ship orders by express delivery service with 7 days etc.**

PharmPak contracts with UPS for delivery services.

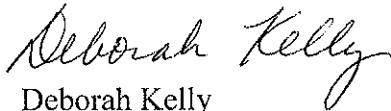
**20. Vendors will ship orders pre-paid by vendor.**

There is no charge for any orders shipped from PharmPak to FPP no matter what quantity is shipped.

**21. Vendor will include invoices with each shipment.**

Vendor will include an invoice and a packing slip with each shipment.

Submitted by



Deborah Kelly  
Director of Operations  
PharmPak, Inc.



## **ADDENDUM TO BID PRICE SHEET-MCH11125**

**As you may or may not be aware, Flagyl (generic Metronidazole) was off the market from November 2010 to February 2011. The product is only produced by one manufacturer currently which has created a lack of competition in the marketplace. This has caused the price to increase dramatically.**

**The product was totally unavailable for over four (4) months and is just now starting to come back to vendors such as PharmPak. We have been able to put in a supply at a reasonable price and we will guarantee enough of a supply to fulfill this contract if we are awarded it.**

**Some wholesalers are re-selling the generic Flagyl for \$10.00 for 14 tablets. PharmPak guarantees the price at \$3.99 for the life of the contract.**

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PHARMPAK, INC., 1221 Andersen Drive, Suite B, San Rafael, CA 94901; 415/455-9981  
800/541-6315, FAX 415/455-8445

Mark Horne, *President*

### SAMPLE LABELS

MFG by: WEST-WARD PHARM.  
EATONTOWN NJ 07724  
LotSAMPLE Exp. 01/31/13  
PKGD. by: PHARMPAK  
SAN RAFAEL, CA 94901

Apply Address Label Here

DOXYCYCLINE CAPS 100MG #14

Lot SAMPLE Exp. 01/31/13

DOXYCYCLINE CAPS 100MG #14

Lot SAMPLE Exp. 01/31/13

Store at 68-77deg F



NDC 54348-575-14 RX 2096426

CAUTION: Federal/State law prohibits transfer of this drug to persons other than originally prescribed

**DOXYCYCLINE CAPS 100MG #14**  
(Doxycycline Hyclate 100mg per cap)

**Take (1) capsule orally twice daily with 8oz of water. Don't take if pregnant. Avoid antacids/exposure to sun. Finish medication. Tome (1) capsula oralmente dos veces al dia con 8oz agua. No tome si esta embarazada. Evite exponerse al sol/antiacidos. Tome toda medicina.**

MFG by: IWAX PHARM  
WATERFORD, IRELAND  
LotSAMPLE Exp. 01/31/13  
PKGD. by: PHARMPAK  
SAN RAFAEL, CA 94901

Apply Address Label Here

TETRACYCLINE HCL CAPS 500MG #28

Lot SAMPLE Exp. 01/31/13

TETRACYCLINE HCL CAPS 500MG #28

Lot SAMPLE Exp. 01/31/13

Store at 68-77deg F



NDC 54348-615-28 RX 2096432

CAUTION: Federal/State law prohibits transfer of this drug to persons other than originally prescribed.

**TETRACYCLINE HCL CAPS 500MG #28**  
(Tetracycline HCL 500mg per cap)

**Take \_\_\_ capsules orally \_\_\_ times a day as directed. Finish medication. avoid prolonged exposure to sun. Avoid dairy products antacids laxatives iron**

MFG by: PLIVA PHARM  
KRAKOW, POLAND  
LotSAMPLE Exp. 01/31/13  
PKGD. by: PHARMPAK  
SAN RAFAEL, CA 94901

Apply Address Label Here

METRONIDAZOLE TAB 500MG #14

Lot SAMPLE Exp. 01/31/13

METRONIDAZOLE TAB 500MG #14

Lot SAMPLE Exp. 01/31/13

Store at 68-77deg F



NDC 54348-740-14 RX 2096428

CAUTION: Federal/State law prohibits transfer of this drug to persons other than originally prescribed

**METRONIDAZOLE TAB 500MG #14**  
(Metronidazole 500mg per tab)

**Take (1) tablet orally twice daily for 7 days. Take with food or milk. Finish medication. Do not drink alcohol. Tome (1) tableta 2 veces al dia por 7 dias. Tomela con comida o leche. Termine medicina. No tome bebidas alcoholicas.**

MFG by: RANBAXY LABS  
NEW DELHI IN  
LotSAMPLE Exp. 01/31/13  
PKGD. by: PHARMPAK  
SAN RAFAEL, CA 94901

Apply Address Label Here

CIPROFLOXACIN TABS 500MG #1

Lot SAMPLE Exp. 01/31/13

CIPROFLOXACIN TABS 500MG #1

Lot SAMPLE Exp. 01/31/13

Store at 68-77deg F



NDC 54348-663-01 RX 2096429

CAUTION: Federal/State law prohibits transfer of this drug to persons other than originally prescribed.

**CIPROFLOXACIN TABS 500MG #1**  
(Ciprofloxacin 500mg per tab)

**Take (1) tablet orally as directed by physician. Tome (1) tableta asi como dirigido.**



PHARMPAK, INC., 1221 Andersen Drive, Suite B, San Rafael, CA 94901; 415/455-9981  
800/541-6315, FAX 415/455-8445

Mark Horne, *President*

MFG by: CIPLA LTD  
KURKUMBH, INDIA  
LotSAMPLE Exp. 01/31/13  
PKGD. by: PHARMPAK  
SAN RAFAEL, CA 94901  
FLUCONAZOLE TABS 150MG  
Lot SAMPLE Exp. 01/31/13  
FLUCONAZOLE TABS 150MG  
Lot SAMPLE Exp. 01/31/13

Apply Address Label Here

FLUCONAZOLE TABS 150MG  
(Fluconazole 150mg per tab)

**Take (1) tablet orally now. Tome (1)  
tableta ahora por boca.**

Store at 68-77deg F



CAUTION: Federal/State law prohibits transfer of this drug to persons other than originally prescribed.

RFQ No. WCH11125

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 exceed 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 §61-5-3*), 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: Pharm Pak, INC.

Authorized Signature: *Asherah Kelly* Date: 4/5/11

State of CA

County of Marin, to-wit:

Taken, subscribed, and sworn to before me this 5 day of April, 2011.

My Commission expires 10/27, 2012

AFFIX SEAL HERE

NOTARY PUBLIC *Evan Timmel*

