



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
 804-558-0067

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 01/27/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 02/10/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	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 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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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	TYPE NAME/ADDRESS HERE

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

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01/27/2010				

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>..... SIGNATURE COMPANY DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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**

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 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: 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>		



State of West Virginia
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 Purchasing Division
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Purchase Order

PURCHASE ORDER NO.
 MCH70453

PAGE
 1

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CORRECT PURCHASE ORDER NUMBER
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 QUESTIONS CONCERNING THIS PUR-
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 TO THE BUYER AS NOTED BELOW

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

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

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 - MOL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT	RECEIVED	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	02/01/2007	VIAL	270-19	1.99000		JAN 26 PM 1:10	
	DOXYCYCLINE 100 MG		14 TABS/VIAL				
0002	02/01/2007	VIAL	270-19	2.58000		JAN 25 2007	
	TETRACYCLINE 500 MG		28 TABS/VIAL				
0003	02/01/2007	VIAL	270-19	1.99000		Beverly Toler	
	FLAGYL 500 MG		14 TABS/VIAL				
0004	02/01/2007	VIAL	270-19	2.20000		2007 JAN 29 A 10:30	
	FERROUS SULFATE 325MG		100 TABS/VIAL				
F APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						OPEN END	
						TOTAL	

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

Beverly Toler

2007 JAN 29 A 10:30
 FINANCIAL SECTION

Sharon Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

ROBERTA WAGNER 304-558-0067
 BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

Purchase Order



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 Department of Administration
 Purchasing Division
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CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

DIRECTOR	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 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	FEIN/SSN	FUND		
01/21/2007	NET 30	942984277			
SHIP VIA	FOB	FREIGHT TERMS	ACCOUNT NUMBER		
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 <input type="checkbox"/>					TOTAL

ROBERTA WAGNER 304-558-0067

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



State of West Virginia
 Department of Administration
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Purchase Order

Previous Contract 7

PURCHASE ORDER NO.
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PAGE
3

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CHANGE ORDER

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 94901

SHIP TO

HEALTH AND HUMAN RESOURCES
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 25301 304-558-3417

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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.		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 <input type="checkbox"/>							TOTAL

ROBERTA WAGNER 304-558-0067

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

Purchase Order



State of West Virginia
 Department of Administration
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PAGE
4

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CHANGE ORDER

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 94901

SHIP TO	HEALTH AND HUMAN RESOURCES
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SHIP VIA	FOB	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL - MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.
	DELIVERY DATE	CAT. NO.	ITEM NUMBER
			UNIT PRICE
			AMOUNT
<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>			

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

TOTAL

ROBERTA WAGNER

304-558-0067

BY _____

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE

Revised Contract



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

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CHARLESTON, WV
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DATE PRINTED 01/21/2007		TERMS OF SALE NET 30		FEIN/SSN 942984277	FUND
SHIP VIA BEST WAY		F.O.B. DESTINATION		FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL - MUL
LINE	QUANTITY DELIVERY DATE	UOP CAT.NO.	VENDOR ITEM NO. ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 04/11/2001 EXHIBIT 4				
<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 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>					
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>					TOTAL

ROBERTA WAGNER

304-558-0067

BY

PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

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

RFQ# MCH70453

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 OMCFH 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	\$ 1,965
(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

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

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

