

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

Request for Quotation

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MCH11125

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER

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RFQ COPY
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HEALTH AND HUMAN RESOURCES

BPH - OMCFH
MATERIALS MANAGEMENT
900 BULLITT STREET
CHARLESTON, WV
25301 304-558-3417

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

Request for Quotation

MCH11125

PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

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

25301

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Purchasing Division
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CHARLESTON, WV
25301 304-558-3417

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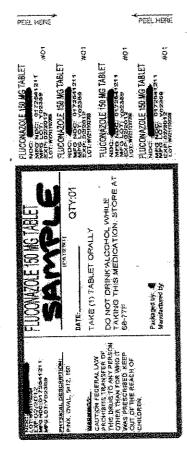
Addendum #1 MCH11125

Vendor Question #1:

Could we get a copy of the winning bid from last year and a copy of the labeling used for the medication?

BPH Response to Vendor Question #1:

Copy of the contract that ended on February 28, 2011 is attached. A legible copy of an actual label used for the medication under the expired contract is attached. However, actual information including location of information as it appears on one of the actual labels is attached but is not scaled to size. Please note that that the actual label and the attached example label do not meet the specifications that will be required for the new contract to be awarded. Vendor bid regarding medication labels for this new contract will meet requirements 9 – 13 contained in the specifications of MCH11125. Interested vendors will provide an actual size copy of its label as confirmation that requirements 9 – 13 are met.





State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130

Charleston, WV 25305-0130

MCH10072

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HEALTH AND HUMAN RESOURCES. BPH - MATERNAL & CHILD HEALTH

350 CAPITOL STREET, ROOM 427

25301-3714

Purchase Order

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

CHARLESTON, WV

***303141648** 724-465-8762

REMEDYREPACK INC 655 KOLTER DRIVE

INDIANA PA 15701

GENCY COP

BPH - OMCFH MATERIALS MANAGEMENT 900 BULLITT STREET

CHARLESTON, WV 25301

03/04/2010 204037334 MUL-MUL PREPAID OPEN-END BLANKET CONTRACT THE VENDOR, REMEDY REPACK INC., AGREES TO ENTER WITH THE AGENCY, WV DEPARTMENT OF HEALTH AND HUMAN RESOURCES into an open end contract to provide family planning PROGRAM SERVICES FOR PHARMACEUTICAL REPACKAGING AT 900 BULLITT STREET, CHARLESTON, WY 25301 PER THE SPECIFICATIONS, TERMS & CONDITIONS, BID REQUIREMENT ADDENDUM NO. 1 DATED 1/27/2010 AND THE VENDOR'S PROPOSAL DATED 2/8/2010 INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF HEREOF 0003 1.50000 VIAL 03/01/2010 270-19 PURCHASING DIVISIÓN DOXYCYCLINE 100 MG 14 TABS/VIAL CERTIFIED ENCUMBERED 2.20000 0002 VIAL 03/01/2010 270-19 TETRACYCLINE 500 MG 28 TABS/VIAL 1.75000 0003 VIAI A TO POMY BEOLINE ATTORNEY GENERAL, CHECK HERE (1) OPEN END

ONE FISCAL YEAR

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE



Purchase Order dininistration

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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HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH

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

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

*303141648 724-465-8762 REMEDYREPACK INC 655 KOLTER DRIVE

INDIANA PA 15701

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

25301 304-558-3417

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Purchase Order

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 60130
Charleston, WV 25306-0130

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HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH

350 CAPITOL STREET, ROOM 427 CHARLESTON, WV

25301-3714

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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Purchase Order

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

MCH10072

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HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH

350 CAPITOL STREET, ROOM 427 CHARLESTON, WV

25301-3714

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

*303141648 724-465-8762 REMEDYREPACK INC 655 KOLTER DRIVE

INDIANA PA 15701

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

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COST SHEET FOR MCH10072

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Award will be made to the vendor with the lowest overall cost who meets specifications.

Vendor must submit an original fremised invoice for each order. Payment will be made in arreats after receipt of each completed order. Orders will be placed on an as reeded fasts.



State of West Virginia
Department of Administration
Purchasing Division
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HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH

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