



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
DPS1211

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA STATE POLICE  
  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/24/2011				

BID OPENING DATE: 09/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		270-00		
PRESCRIPTION DRUG SERVICES FOR THE WV STATE POLICE  OPEN-END CONTRACT  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA STATE POLICE, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT FOR PRESCRIPTION DRUG SERVICES FOR RETIRED MEMBERS WHO HAVE BEEN DISABLED BY JOB RELATED INJURIES PER THE ATTACHED SPECIFICATIONS.  TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO TARA LYLE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT TARA.L.LYLE@WV.GOV.  DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/12/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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](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.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>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 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>						

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<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 AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST</p>						

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<p>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> <p>REV. 3/88</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>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>						

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>RFQ. NO.:-----DPS1211-----</p> <p>BID OPENING DATE:-----09/28/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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## **DPS1211 – Request for Quotation for a Prescription Drug Contract**

The West Virginia State Police are soliciting competitive bids from recognized pharmacies in all fifty states of the United States to provide prescription medication to retired members who have been disabled by a job related injury while employed by the WV State Police. This would also include members who are still employed that have been injured while on duty in their capacity of a West Virginia State Trooper.

### **GENERAL SPECIFICATIONS:**

The vendor awarded this contract should be a recognized pharmacy (i.e: Rite-Aid, Wal-Mart, CVS, or equal) in all states. Since there is no residency restriction on retired members, it is imperative that the member be able to have a prescription filled in the State where the member resides.

The following are requirements that **must** be met by the vendor awarded this contract:

Agency will provide each retired disabled member a pharmacy card, issued by the winning vendor(s), which is name specific to that member. The member must be able to go to any pharmacy in the United States that is owned/controlled by the winning vendor(s) to have a legitimate prescription filled. The vendor must recognize this card when filling prescriptions. .

### **Billing:**

The winning vendor(s) will not charge the member at the time the prescription is filled, but will direct bill the West Virginia State Police for each prescription on a monthly basis. This billing will list the following:

- A) Name of person for whom prescription was filled.
- B) Date prescription was filled
- C) Type and quantity of medicine prescribed.
- D) Discounted price to the agency and regular price before discount.

All billing shall be submitted to the West Virginia State Police, 123 Academy Drive, Dunbar WV 25064 ATTENTION: Medical Unit

### **Shipping:**

If shipping of medication becomes necessary, the vendor will include in their mark up over actual cost bid price, freight/shipping cost of the medication. Vendor will agree to mail prescription medicines to members who opt to have their prescriptions delivered via mail.

### **Evaluation & Award:**

Vendor will provide a current list cost price per unit for the items listed on the attached bid forms, with a percentage mark-up shown and bid price in the appropriate columns. Estimated quantities are for bidding purposes only; more or less may be purchased by the agency.

The award of this contract will be made to lowest bidder(s) that can cover the United States. Should a vendor disclose they cannot cover certain areas of the U.S., then multiple awards will be issued to ensure coverage.

Pricing will apply to all current and future drugs that are offered by the pharmacy and/or may be prescribed.

**Contract Duration:**

This contract will be a twelve (12) month period; with the option to renew two (2), twelve (12) month periods.

**Audit:**

The agency, state auditor's office, and any government agency that may purchase from this contract, may at any time, audit the winning vendor's invoices from the suppliers, to verify cost compared to cost on invoices charged to the agency. The vendor must make all documents available within 2 hours of a notice of intent to audit.

**Alternate Pick Up:** The vendor will be provided, by the West Virginia State Police, the name of one alternate, per retired member (spouse, or other family member ), for pick- up of prescriptions on their behalf; in the event that the members' disability would prohibit his or her travel to a pharmacy. *No other prescriptions other than for the person designated by the West Virginia State Police, will be able to have prescriptions filled under this program.*

**Generic Drugs:** Whenever possible generic drugs will be provided first instead of a name brand drug. Only when a licensed physician provides the pharmacist in writing that a generic drug will not treat the symptom that the medicine was prescribed will a name brand drug be issued. The pharmacy shall provide this information with the billing.

**Quantity of Drugs:** will be a ninety (90) day supply unless other wise directed by a licensed physician.

**Number of Members:** The number of person(s) utilizing this contract should not exceed 250 per contract term; although, this is not a guaranteed minimum or maximum, and more or less may apply.

**Inability to Fill Prescriptions:** If a vendor is unable to fill a prescription, due to the unavailability of the drug, the vendor will immediately contact the Medical Unit of the WV State Police. The Agency will then, on a case by case basis, make arrangements for this prescription to be filled by other contract holders, if applicable, or by other means necessary.

**PIGGYBACKING:**

**All government agencies may purchase from this contract.**



***VENDORS SHOULD MEET THESE SPECIFICATIONS: PLEASE CHECK YES OR NO AFTER EACH SPECIFICATION:***

1. *Vendor is a recognized pharmacy in all states of the U.S. YES \_\_\_\_\_ NO \_\_\_\_\_*

*If "NO", vendor shall indicate all states that can be served, as an attachment to the bidding documents.*

Once this contract has been awarded, any patient inquiries should be directed to Mr. James Rucker, Medical Unit, (304) 766-2870

**DPS1211 - Prescription Drugs - BID FORM**

Description	*Estimated Annual Usage	Unit Cost	% Mark-Up	Unit Bid Price	Extended Price
<b>Brand Name Prescription Drugs</b>					
Xodol 10 mg	540	\$	%	\$	\$
Cymbalta 30 mg	540	\$	%	\$	\$
Klonopin 1 MG	80	\$	%	\$	\$
Provigil 200 mg	80	\$	%	\$	\$
Lexpro 10 mg	1,080	\$	%	\$	\$
Naprosyn 500 mg	600	\$	%	\$	\$
Ultram 50 mg	100	\$	%	\$	\$
Effexor XR 75 mg	200	\$	%	\$	\$
Lopressor 200 mg	720	\$	%	\$	\$
Coumadin 10 mg	200	\$	%	\$	\$
Oxycontin 40 mg	5400	\$	%	\$	\$
Vicodon 7.5 mg	200	\$	%	\$	\$
Motrin 800 mg	500	\$	%	\$	\$
<b>Generic Prescription Drugs</b>					
Naproxen 500 mg	500	\$	%	\$	\$
Tramadol 50 mg	400	\$	%	\$	\$
Metoprolol 200 mg	1,000	\$	%	\$	\$
Warfarin 10 mg	800	\$	%	\$	\$
Oxycodone 15 mg	10,800	\$	%	\$	\$
Hydrocodone Acetaminophen 10 mg	16000	\$	%	\$	\$
Ibuprofen 800 mg	20,000	\$	%	\$	\$
Clonazepam 1 mg	1,000	\$	%	\$	\$
Medafinil 200 MG	1,000	\$	%	\$	\$
Hydrocodone 7.5 mg	10,000	\$	%	\$	\$
Venlafaxine ER 75 MG	1500	\$	%	\$	\$
<b>Failure to use this form may result in disqualification</b>				<b>TOTAL</b>	<b>\$</b>

Bidder / Vendor Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone#: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone#: \_\_\_\_\_

Email Address: \_\_\_\_\_

\* Estimated quantities are for bidding and evaluation purposes only - not a guaranteed order quantity - more or less may be purchased

RFQ No. DPS1211

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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_