



Medical Packaging Inc.

**470 Route 31, P.O. Box 500, Ringoes, NJ 08551
Tel: 800-257-5282 / 609-466-8991 / Fax: 609-466-3775**

April 4, 2007

State of West Virginia
Attn: Roberta Wagner, Buyer
Dept. of Administration/Purchasing Division
2019 Washington Street East
PO Box 50130
Ringoes, NJ 08551

Dear Roberta,

Thank you for your interest in Medical Packaging Inc.'s (MPI) unit dose packaging solutions and for providing us with the opportunity to respond to RFQ # BHS70095 issued by the State of West Virginia for unit dose packaging systems to be placed at Mildred Mitchell Bateman Hospital, Welch Community Hospital, and William R. Sharpe, Jr. Hospital.

The completed RFQ is attached for your review as well as a complete proposal featuring Medical Packaging Inc.'s Auto-Print™ II unit dose packaging system for oral solids and Fluidose™ packaging system for liquids.

Please note the following items that differ from the terms stated in the RFQ:

- Shipping costs were bundled into the costs of the packaging systems only. Shipping costs for all consumable materials used in the packaging systems are pre-pay and add.
- Delivery time is 4-6 weeks from receipt of confirmed purchase order.
- Until such time as a bid is awarded to Medical Packaging Inc., we are deferring entering into the Vendor Registration process for the State of Virginia.

If you have any questions on the information provided, please feel free to contact me via phone at (800) 257-5282, ext. #10 or via email at terry@medpak.com.

Regards,

Terry Mihalek

Terry Mihalek
Medical Packaging Inc.

AUTO-PRINT™ II – Unit Dose Packaging System for Oral Solid Medications

DESCRIPTION

The **Auto-Print™ II Unit Dose Packaging System** is a complete bar coding packaging solution for oral solid medication. This high-performance, durable system is designed for simple maintenance and easy operation and will help to decrease packaging costs, increase operational efficiency and reduce medication errors.

- Produces up to sixty (60) packages per minute.
- Package size is 2" x 1 ½" inch.
- Model #9100 – quiet mode printer with 200 d.p.i. resolution.
- Includes MPI's exclusive WinPak™ UD Windows™-based software package.
- Disposable materials meet USP requirements for light resistant packaging.

The **Multi-Drug Dispenser Auto-Feeder** option is a centrifugal feeder that adapts to the Auto-Print™ II system allowing packaging of bulk product to unit dose. The pharmacy technician drops the bulk product into the MDD then operates the packaging system similarly to standard Auto-Print™ operation. After the machine has started, the feeder will automatically feed the medications one at a time until all medications in the feeder have been packaged. This option releases the technician to multi-task and work on other pharmacy tasks. On average, the feeder will package 80% of available tablet and capsule medications at a speed of approximately forty-five (45) packages per minute.

SPECIFICATIONS

Size:	36" wide x 15" deep x 14" height
Weight:	Strip Packager – 53 lbs., Printer/Control Module – 10 lbs.
Power:	115 volts AC, 60 Hz, 5 amps
Sealing Temp:	200° - no degradation to medication; no fumes
Safety:	CE, CSA and ETL tested and approved. Includes safety reverse switch, and clear protective guard with safety interlock. All moving parts are guarded. Circuit breakers on all circuits and a separate power supply for thermal printer.
Hardware Reqs.:	Computer with Windows® 98 or higher, 30 MB hard drive space, 9-pin serial port, desktop or network printer for reports, and optional Internet access for future software updates.
Software Reqs.:	WinPak™ UD Software (provided with packaging system)
Pre-Installation:	Sturdy and level countertop, height between 28" – 36" for comfortable working conditions. Clearance above the counter should be 18" – 24". Minimum depth of 18" with 4' – 5' minimum counter space in length. The Auto-Print™ II requires two (2) 120V outlets; MDD requires one (1) additional 120V outlet. Allow additional room and electrical outlets for your computer.

PACKAGING SYSTEMS

Item #	Description	Price
AP-9	Auto-Print™ II - Standard Unit Dose Packaging System (without computer) for oral solids <i>(INCLUDES SHIPPING COSTS)</i>	\$9,300.00
MDD-4	Multi-Drug Dispenser (MDD) Optional Automatic Centrifugal Feeder for the Auto-Print™ II	\$6,300.00

OPTIONAL ATTACHMENTS

CA-SCAN1	Barcode Scanner – Keyboard Wedge	\$500.00
CA-SCAN2	Barcode Scanner – USB	\$500.00

DISPOSABLE MATERIALS

The **Auto-Print™ II** requires both thermal paper (4002N) and supercel film (1004 or 1005x) for unit dose packaging. Several options of supercel film are available as listed below. The minimal amount of materials required to operate the packaging system must be ordered at the time the equipment is purchased to ensure that proper testing can be performed and full functionality achieved at the time of installation and training.

Item #	Description	Size	Qty/Case	Price/Case
4002N	2" Thermal Paper <i>(DOES NOT INCLUDE SHIPPING COSTS)</i>	900' roll	6 rolls	\$250.00
1004	2" Supercel Film – CLEAR <i>(DOES NOT INCLUDE SHIPPING COSTS)</i>	1800' roll	6 rolls	\$210.00
1005A	2" Supercel Film – AMBER	1800' roll	6 rolls	\$250.00
1005__	2" Supercel Film – COLORS	1800' roll	6 rolls	\$350.00
(Select item #'s from table)	1005B – BLUE	1005G – GREEN	1005R – RED	
	1005O – ORANGE	1005P – PURPLE	1005E – BEIGE	
	1005W – BROWN	1005Y – GRAY	1005L – LIGHT GREEN	
	1005K – PINK	1005T – TURQUOISE	-	
1005C	2" Supercel Film – RAINBOW PACK # 1 (1 roll each of: Amber-Blue-Green-Red-Orange-Purple)	1800' roll	6 rolls	\$350.00
1005D	2" Supercel Film – RAINBOW PACK # 2 (1 roll each of: Beige-Brown-Gray-Light Green-Pink-Turquoise)	1800' roll	6 rolls	\$350.00

FLUIDOSE™ – Unit Dose Packaging System for Liquid Medications

DESCRIPTION

The **Fluidose™** unit dose packaging system is an automated bar coding packaging solution for unit dose oral liquids that assists in reducing medication errors by utilizing Barcode/Scan Check and printing Tall-man lettering. Twelve-month expiration from date of packaging extends the usable shelf life of packaged medication.

- Produces up to fifteen (15) doses per minute dependent on fill rate.
- Packages in three (3) cup sizes (15ml, 25ml, 35ml).
- In-stock blue and red cup colors available to enable color coding of controlled medications; custom colors available.
- Includes Baxa™ pump and model #9100 printer.
- Includes MPI's exclusive WinPak™ UD Windows™ based software package.
- Complies with JCAHO regulations for dispensing liquid medication.
- Disposable materials are made of FDA approved high density polyethylene.

SPECIFICATIONS

Size: 32" L x 14" W x 18" H
Weight: 125 lbs.
Power: 115 VAC, 60 Hz, 5 amps
Sealing Temp: 210° ± 5° C
Safety: Includes clear protective guard and safety interlock switch.
Hardware Reqs.: Computer with Windows® 98 or higher, 30 MB hard drive space, 9-pin serial port, desktop or network printer for reports, and optional Internet access for future software updates.
Software Reqs.: WinPak™ UD Software (provided with packaging system)
Pre-Installation: Sturdy and level countertop, height between 28" – 36" for comfortable working conditions. Clearance above the counter should be 18" – 24". Minimum depth of 24" with 4' – 5' minimum counter space in length. The Fluidose™ requires two (2) 120V outlets and should be located as close as possible to a sink. Allow additional room and electrical outlets for your computer.

PRICING

Item #	Description	Price
FD-4	Fluidose™ Liquid Unit Dose Packaging System (without computer) <i>(INCLUDES SHIPPING COSTS)</i>	\$14,150.00

DISPOSABLE MATERIALS

The **Fluidose™** unit dose packaging system for liquids requires the following items for standard operation:

- Cups (5002-small, 5003-medium, or 5006-large)
- Tubing Sets (5005-Regular or 5006-Large)
- Thermal Transfer Ribbon (T002P)
- Lidstock (5001).

The minimal amount of materials required to operate the packaging system must be ordered at the time the equipment is purchased to ensure that proper testing can be performed and full functionality achieved at the time of installation and training.

Item #	Description	Size	Qty/Case	Price/Case
5002B	Small Polyethylene Cups – BLUE	15 ML	2000	\$100.00
5002R	Small Polyethylene Cups – RED	15 ML	2000	\$115.00
5003B	Medium Polyethylene Cups – BLUE <i>(DOES NOT INCLUDE SHIPPING COSTS)</i>	25 ML	2000	\$115.00
5003R	Medium Polyethylene Cups – RED	25 ML	2000	\$130.00
5003Y	Medium Polyethylene Cups – YELLOW - In stock – 12/01/06	25 ML	2000	\$130.00
5007B	Large Polyethylene Cups – BLUE	35 ML	2000	\$125.00
5007R	Large Polyethylene Cups – RED	35 ML	2000	\$140.00
5005	Regular Size – Tubing Sets	Regular	10/sets	\$130.00
5006	Large – Tubing Sets <i>(DOES NOT INCLUDE SHIPPING COSTS)</i>	Large	10/sets	\$140.00
5001	Lidstock <i>(DOES NOT INCLUDE SHIPPING COSTS)</i>	1000' roll	4 rolls	\$175.00
T002P	Premium Thermal Transfer Ribbon – <i>(DOES NOT INCLUDE SHIPPING COSTS)</i>	1180' roll	6 rolls	\$175.00

INSTALLATION AND TRAINING

On-site installation and training is offered for all of Medical Packaging Inc.'s (MPI) unit dose packaging solutions. A fully-trained representative from Medical Packaging Inc.'s network of authorized exclusive distributors or manufacturer's representative will perform the installation of all packaging solutions and associated software at your facility and provide "hands-on" training to your pharmacy technicians.

Although the purchase of installation and training is not mandatory, it is highly recommended for all new customers to ensure proper operation of the packaging systems as well as to familiarize the pharmacy staff with the powerful capabilities of the WinPak™ software. Improper installation of the packaging systems can void the manufacturer's warranty.

INST-1	<p>On-site Installation and Training</p> <ul style="list-style-type: none"> Includes installation and training of one (1) unit dose packaging system. If more than one (1) packaging system is purchased additional fees and/or a discounted fee may be applicable. Please contact your MPI sales representative for a customized installation and training quote once your packaging needs have been identified. 	<p>\$1,000.00 (per system)</p>
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SHIPPING AND HANDLING

The cost of shipping packaging systems and associated disposable materials is the responsibility of the facility ordering the equipment. Shipping is pre-paid by Medical Packaging Inc. (MPI) and the actual costs are added as a line item to the final invoice to be paid for by the facility. If requested by the facility, shipping estimates will be prepared by MPI and included below. All estimates for shipping are based on the current UPS Ground rates or Yellow Exact Express rates, dependent on type of packaging solution purchased.

FREIGHT	<p>Shipping and Handling</p> <ul style="list-style-type: none"> Shipping and handling for the packaging systems is included in the price quoted for the Auto-Print and the Fluidose. Shipping nad Handling for all consumable materials used in the packaging systems is Pre-Pay and Add. 	<p>Pre-Pay and Add</p>
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TERMS AND CONDITIONS

Payment	<ul style="list-style-type: none"> F.O.B. Ringoes, New Jersey Net Payment – 30 Days
Delivery	<ul style="list-style-type: none"> Four (4) to six (6) weeks from receipt of confirmed purchase order.
Warranty	<ul style="list-style-type: none"> Standard – 1-year limited warranty.
State Sales and Use Tax	<ul style="list-style-type: none"> All sales are subject to the local state sales taxes based on the location of the billing address provided to MPI. It is the responsibility of the facility to provide MPI with their appropriate sales tax exemption certificates at the time of sales order. If an appropriate sales tax exemption certificate is not provided, sales tax will be included on all invoices.
Expiration	<ul style="list-style-type: none"> Packaging System pricing is valid for ninety (90) days from the date of issue – 07/04/07. Disposable Material pricing is valid for thirty (30) days from the date of issue. – 05/04/07.



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

Quotation

BHS70095

1

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

VENDOR

Medical Packaging Inc.
 PO Box 500
 470 Rt. 31
 Ringoes, NJ 08551

SHIP TO

DHHR/BBH/HF
 Room 350
 350 Capitol Street
 Charleston, WV 25301-3702

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/07/2007				

BID OPENING DATE: 04/05/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	3	EA		465-75	\$11,300.00	\$33,900.00
UNIT DOSE ORAL SOLID AUTOMATED MEDICATION PACKAGING AND BARCODING SYSTEMS INCLUDING ONE (1) YEAR SUPPORT AND MAINTENANCE, INSTALLATION AND TRAINING, PER ATTACHED SPECIFICATIONS. (INCLUDES SHIPPING)						
0002	1	EA		465-75	\$16,150.00	\$16,150.00
UNIT DOSE ORAL LIQUID AUTOMATED MEDICATION PACKAGING AND BARCODING SYSTEM INCLUDING ONE (1) YEAR SUPPORT AND MAINTENANCE, INSTALLATION AND TRAINING, PER ATTACHED SPECIFICATIONS. (INCLUDES SHIPPING) EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD OF CONTRACT.. 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						

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'

~~TERMINAL 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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



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

RFQ NUMBER
BHS70095

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR



Terry Mihalek
 Medical Packaging Inc.
 470 Route 31, PO Box 500
 Ringoes, NJ 08551

SHIP TO



DHHR/BBH/HF
 Room 350
 350 Capitol Street
 Charleston, WV 25301-3702

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/07/2007				

BID OPENING DATE: 04/05/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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Terry Mihalek
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001		
<p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MARCH 20, 2007. 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:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 EMAIL: RWAGNER@WVADMIN.GOV</p>						
<p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS</p>						

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CERTIFICATION; OR <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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 <input type="checkbox"/> BIDDER IS A CORPORATION 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. B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> 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 <input type="checkbox"/> 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						

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BID OPENING DATE: 04/05/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p>						

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

Request for Quotation

RFQ NUMBER
BHS70095

PAGE
6

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR



Terry Mihalek
 Medical Packaging Inc.
 470 Route 31, PO Box 500
 Ringoes, NJ 08551

SHIP TO



DHHR/BBH/HF
Room 350
350 Capitol Street
Charleston, WV 25301-3702

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/07/2007				
BID OPENING DATE: 04/05/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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BIDDER: Terry Mihalek/Medical Packaging Inc.
 DATE: 04-04-07
 SIGNED: T.M. Mihalek
 TITLE: Marketing Manager

* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

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
 Department of Administration
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----ROBERTA WAGNER/FILE 22----- RFQ. NO.:-----BHS70095----- BID OPENING DATE:-----4/5/2007----- BID OPENING TIME:-----1:30 PM----- A CONVENIENCE COPY WOULD BE APPRECIATED. PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ BHS70095 ***** TOTAL: _____						

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'

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES, OFFICE OF HEALTH FACILITIES 350 CAPITOL STREET, ROOM 350 CHARLESTON, WEST VIRGINIA 25301-3702

Request for Quotation

RFQ#BHS70095

ADMINISTRATIVE AND CONTRACTUAL TERMS

Purpose:

The purpose of this Request for Quotation (RFQ) is to provide unit dose oral solid and unit dose oral liquid automated medication packaging and bar coding systems for facilities within the Department of Health and Human Resources (DHHR), Bureau for Behavioral Health and Health Facilities (BHBF).

Locations:

Mildred Mitchell Bateman Hospital (one unit dose oral solid)
1530 Norway Ave.
Huntington, WV 25709

Welch Community Hospital (one unit dose oral solid)
454 McDowell Street (one unit dose oral liquid)
Welch, WV 24801

William R. Sharpe, Jr. Hospital (one unit dose oral solid)
936 Sharpe Hospital Road
Weston, WV 26452

General Requirements:

The words "will", "must", and "shall", listed herein are used to identify mandatory requirements for this project.

The vendor shall provide three (3) unit dose oral solid automated medication packaging and bar coding systems and one (1) unit dose oral liquid automated medication packaging and bar coding system. All systems must include installation, training, maintenance, and support.

Minimum Requirements:

Unit Dose Oral Solid Systems

- a. Systems must be countertop sized, not to exceed: 44”L x 26”W x 30”H.
- b. Systems must have sequential numbering feature.
- a. Systems must be able to package oral solid medications at a rate of at least sixty (60) packages per minute.
- d. Systems must include software that has report writing and bar code labeling capabilities.
- e. Systems must include a sufficient amount of perforated packaging materials to insure proper testing upon installation.

Unit Dose Oral Liquid System

- a. System must be countertop sized, not to exceed: 44”L x 26”W x 30”H.
- b. System must have sequential numbering feature.
- c. System must be able to package oral liquid medications at a rate of at least fifteen (15) doses per minute.
- d. System must include software that has report writing and bar code labeling capabilities.
- e. System must include a sufficient amount of packaging materials to insure proper testing upon installation.
- f. System must have capability of packaging multiple size milliliter containers.

Misc. Consumable Supplies

- a. Vendor must provide a complete list of all consumable supplies necessary for the operation of the systems. A contract for consumables will not be included with the contract for these systems.
- b. Vendor must provide (on bid cost sheet) a complete list of pricing (per unit) for all consumable supplies necessary for the operation of the systems.

Installation:

Installation of each system must be provided by vendor and must include testing to assure the system is fully operational.

Training:

Training for the complete operation of the systems must be provided by the vendor, for all facility pharmacy staffs within seven days of the installation of each system at each installation location.

Maintenance and Support:

A minimum of one (1) year maintenance is required for each system. Support must be made available for a minimum of one (1) year and must include any and all software updates.

Delivery:

Delivery of equipment is required within thirty (30) days of issuance of purchase order.

PROCUREMENT SPECIFICATIONS

Cancellation:

The Purchasing Director reserves the right to cancel any contract or purchase order upon written notice to the vendor if the commodities and services supplied are of an inferior quality or do not conform with the specifications of the bid and contract.

Vendor Registration:

Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a Quotation, but the successful vendor must register and pay the fee prior to the award of an actual purchase order/contract.

Affidavit:

West Virginia State Code 5A-3-1-a-(3)(d) requires that all vendors submit an affidavit of debt, which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Affidavit is attached to this request for Quotation which must be completed, signed, and returned. If bidding a joint Quotation, an Affidavit must be completed for both vendors.

Agreement Addendum: WV-96:

Any contract resulting from an award from this RFQ and a vendor's quotation must include, but is not limited to, in its terms and conditions all mandatory sections contained herein. Agreement Addendum (WV-96) submissions requirements are outlined in "Procurement Specifications". Agreement Addendum (Form WV-96) can be found by clicking on Vendor Resource Center on Website <http://www.state.wv.us/admin/purchase>.

Subcontracts Prohibited:

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

Renewal:

This contract may be renewed upon mutual agreement of both parties. The renewal is limited to two (2), one (1) year renewals.

Software Maintenance:

Vendor shall include with their bids, any forms or documentation concerning software maintenance for these systems. All third party software maintenance will require the third party to also sign the Agreement Addendum (WV96) and software maintenance form, prior to issuance of the purchase order.

BHS70095 – BID COST SHEET

QUANTITY	ITEM DESCRIPTION	UNIT COST	TOTAL COST
3	Unit Dose Oral Solid System (INCLUDES SHIPPING)	\$9,300.00	\$27,900.00
3	One (1) year support and Maintenance – Technical Support and Software Support	\$1,000.00	\$3,000.00
3	Installation and Testing	\$500.00	\$1,500.00
3	Training of Pharmacy Staff	\$500.00	\$1,500.00
3	**Second year support and Maintenance – Technical Support and Software Support	\$1,000.00	\$3,000.00
3	**Third year support and Maintenance – Technical Support and Software Support	\$1,000.00	\$3,000.00
TOTAL:			\$39,900.00

1	Unit Dose Oral Liquid System (INCLUDES SHIPPING)	\$14,150.00	\$14,150.00
1	One (1) year support and Maintenance – Technical Support and Software Support	\$1,000.00	\$1,000.00
1	Installation and Testing	\$500.00	\$500.00
1	Training of Pharmacy Staff	\$500.00	\$500.00
1	**Second year support and Maintenance – Technical Support and Software Support	\$1,000.00	\$1,000.00
1	**Third year support and Maintenance – Technical Support and Software Support	\$1,000.00	\$1,000.00
TOTAL:			\$18,150.00

**The provision of the cost for the second and third year support and maintenance, is mandatory. However, there are no automatic renewals on any purchasing document. All contract renewals are processed through the mutual agreement between the parties and approval of the State Purchasing Division.

The award of this contract (BHS70095) will be based upon the initial cost of the equipment, one (1) year of support and maintenance, installation, testing & training. The cost of the second and third years of support and maintenance will not be considered in the evaluation of the bids but shall be included in the bid.

MISCELLANEOUS CONSUMABLE SUPPLIES

Vendor will provide a complete list of all consumable supplies necessary for the operation of these systems, minus the pharmaceuticals. Vendor shall provide a complete list of pricing (per unit) for all consumable supplies and this list must include any minimum order quantities required for delivery. Cost of consumables shall include all shipping and/or freight charges in the price of the consumable.

Item Description: Minimum Order Unit Cost

1. AUTO-PRINT-UNIT DOSE PACKAGING SYSTEM FOR ORAL SOLIDS:

2. #4002N-2" Thermal Paper (1) x 3/UNITS \$250/UNIT = \$750.00

3. #1004-2" Superceel Film (1) x 3/UNITS \$210/UNIT = \$630.00

4. _____

5. FLUIDOSE-UNIT DOSE PACKAGING SYSTEM FOR LIQUIDS:

6. #5001- FLUIDOSE LIDSTOCK (1) \$175.00

7. #5003B- MEDIUM 25ML CUPS (1) \$115.00

8. #5006- LARGE TUBING SETS (1) \$146.00

9. #TD02P- PREMIUM THERMAL TRANSFER RIBBON (1) \$175.00

10. _____

PRICES FOR CONSUMABLE SUPPLIES DOES NOT INCLUDE SHIPPING; SHIPPING TERMS FOR ALL MPI CONSUMABLE MATERIALS ARE PRE-PAY AND ADD.

AFFIDAVIT

014

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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

EXCEPTION:

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

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Medical Packaging Inc.

Authorized Signature: J.M. Mihalek

Date: 04-04-07

ATTACHMENT
P.O.# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed -

D.M. Mikulek 04-04-07
Signature Date

Marketing Manager
Title

Medical Packaging Inc.
Company Name

Signature Date

Title

Agency/Division