



Meridian Medical Technologies.
a subsidiary of
King Pharmaceuticals,® Inc.

6350 Stevens Forest Road, Suite 301
Columbia, MD 21046

Ireatha Day Woods
Account Representative

July 10, 2007

Via UPS Next Day Air

West Virginia Purchasing Division
Attn: Roberta Wagner
2019 Washington Street East
Charleston, West Virginia 25305-0130

RE: Request for Quotation
RFQ#: BPH80340

Dear Roberta,

Enclosed please find the RFQ from Meridian Medical Technologies, Inc. for chemical nerve agent antidote kits or auto-injectors and the auto-injector training simulators. I have provided two bids for the RFQ because Meridian Medical Technologies, Inc. has added a new auto-injector to our family of products called the DuoDote™. The DuoDote™ is a replacement product for our current Mark I Kit. The Mark I Kits are scheduled to be phased out by the end of the year. DuoDote™, which contains the same drug as the Mark I Kits (atropine and pralidoxime) is a single, dual-chambered auto-injector containing two separate drugs (atropine and pralidoxime). DuoDote™ replaces the Mark I Nerve Agent Auto-Injector Kit that contains two separate auto-injectors – one containing atropine and one containing pralidoxime chloride.

Although the DuoDote™ is replacing the Mark I Kits – we currently have Mark I Kits in inventory. However what is in our current inventory of the Mark I Kits will be the last of our production on that product line.

Like the Mark I Kits, the DuoDote™ also has the auto-injector training simulator which is similar in appearance and function to the auto-injector drug delivery systems they mimic; however, they do not contain a needle or any medication and can be reset after activation for repeated use.

Both the Mark I Kit and the DuoDote™ will meet the specifications as outlined in the request for quotation. If you have any questions, or require further clarification, please contact me directly at 443-259-7892 or via e-mail to Ireatha.woods@meridianmt.com.

Regards,

A handwritten signature in black ink, appearing to read "Ireatha D. Woods". The signature is fluid and cursive, with the first name being the most prominent.

Ireatha D. Woods
Account Representative
State of West Virginia

Encls.



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

Request for Quotation

RFO NUMBER
BPH80340

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1

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

VENDOR

Meridian Medical Technologies
 Attention: Ireatha Woods
 6350 Stevens Forest Road, Suite 301
 Columbia, MD 21046

SHIP TO

HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS
 505 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-1218

DuoDuo Auto-Injector

DATE PRINTED 06/10/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/11/2007** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	6,000	EA		475-78	\$ 34.94	\$ 209,640.00
CHEMICAL NERVE AGENT ANTIDOTE KITS OR AUTO-INJECTORS PER THE ATTACHED SPECIFICATIONS.						
0002	250	EA		475-78	\$ 14.01	\$ 3,502.50
AUTO-INJECTOR TRAINING SIMULATORS PER THE ATTACHED SPECIFICATIONS. TO BE DELIVERED WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF ORDER (ARO). 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Work</i>	TELEPHONE 443-259-7800	DATE 7-9-07
TITLE <i>Account Representative</i>	FEIN 52-0898764	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
BPH80340

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROBID

Meridian Medical Technologies, Inc.
Attn: Ireatra Woods
6350 Stearns Forest Rd, Suite 301
COLUMBIA, MD. 21046

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - THREAT PREPAREDNESS
 505 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-1218

DATE PRINTED 06/10/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 07/11/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON JUNE 26, 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 E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>(RE-BID OF BPH70353)</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 CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-</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
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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RFQ COPY
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HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS

505 CAPITOL STREET, SUITE 200
CHARLESTON, WV
25301 304-558-1218

DATE PRINTED 06/10/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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</p> <p>() 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR</p>						

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'



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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BPH80340

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS

505 CAPITOL STREET, SUITE 200
CHARLESTON, WV
25301 304-558-1218

DATE PRINTED 06/10/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>						
BIDDER:				<i>Meridian Medical Technologies, Inc.</i>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Work</i>	TELEPHONE 483-259-7800	DATE 7-9-07
TITLE <i>Account Rep.</i>	FEB 32-0898 704	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
BPH80340

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIPPING

HEALTH AND HUMAN RESOURCES
 BPH - THREAT PREPAREDNESS
 505 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-1218

DATE PRINTED 06/10/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/11/2007** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DATE: <u>July 9, 2007</u></p> <p>SIGNED: <u><i>Meatna D Wood</i></u></p> <p>TITLE: <u>Account Representative</u></p> <p>* 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)</p> <p>NOTICE</p> <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>PLEASE NOTE A CONVENIENCE COPY WOULD BE APPRECIATED.</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:-----ROBERTA WAGNER/FILE 22-----</p> <p>RFQ. NO.:-----BPH80340-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Meatna D Wood* TELEPHONE: 443-259-7800 DATE: 7-9-07

TITLE: Account Rep. FEIN: 52-0898704 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
BPH80340

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

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - THREAT PREPAREDNESS
 505 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-1218

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/10/2007				

BID OPENING DATE: **07/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BID OPENING DATE: --- JULY 11, 2007 ---</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: <u>443-259-7801</u></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <u>IREATHA D. Woods</u></p> <p style="text-align: right;"><i>DuoDuo™</i></p> <p>***** THIS IS THE END OF RFQ BPH80340 ***** TOTAL: <u>\$213,142.50</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ireatha Woods</i>	TELEPHONE 443-259-7800	DATE 7-9-07
TITLE <i>Accounts Rep.</i>	FAX 52-0898764	ADDRESS CHANGES TO BE NOTED ABOVE

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

007

RFQ: BPH80340

The West Virginia Office of Emergency Medical Services and the West Virginia Division of Threat Preparedness, divisions of the West Virginia Department of Health and Human Resources, Bureau for Public Health, is soliciting bids for the purchase of **FDA-approved chemical nerve agent antidote kits or auto-injectors.**

1. 6000 ea. Must provide FDA-approved chemical nerve agent antidote kits or auto-injectors.

The kit or auto-injector shall provide Atropine Injection and Pralidoxime Chloride Injection as sterile, pyrogen-free solutions for intramuscular injection - specially designed for automatic self- or buddy-administration. When activated, the atropine and pralidoxime chloride shall be injected sequentially, or in the case of an antidote kit in two (2) separate injections, using an 18 – 24 gauge needle to inject the contents of the kit or auto-injector into the muscles of an outer thigh or into the buttocks. Upon activation, the kits or auto-injectors shall dispense 2.0-2.1 mg atropine, or equivalent, (in 0.7 mL of a sterile, pyrogen-free solution containing glycerin, phenol, citrate buffer, and water for injection with a pH range of 4.0 – 5.0) and 600 mg of pralidoxime chloride (in 2 mL of a sterile, pyrogen-free solution containing benzyl alcohol, glycine, and water for injection with a pH range of 2.0 – 3.0.)

The kit or auto-injector shall be designed to be non-refillable, and in such a way that the protruding needle cannot be retracted. The kit or auto-injector shall have a minimum of a three-year (36 months) shelf life with at least 80% of the total months remaining in the shelf-life upon receipt of the auto-injectors by the divisions.

2. 250 ea. Must provide auto-Injector training simulators.

The simulators must be similar in appearance and function to the auto-injector drug delivery systems they mimic. Unlike their prescription counterparts, they do not contain a needle or any medication and can be reset after activation for repeated educational demonstration or for training exercises.

Bid price must include all costs related to the purchase and delivery of the auto-injectors to the F.O.B. Destination. Delivery at the final destination shall be within thirty (30) calendar days After Receipt of Order (ARO). Damage to items in transit will be the sole responsibility of the vendor. The vendor will be obligated to file any claims against carrier(s) for any damage incurred while in transit from point of origin to the ultimate destination.

COST EVALUATION SHEET FOR RFQ BPH80340

Description

DuoDote™

Auto-Injector

Trainers

Quantity	Unit Cost	Total Cost
6000	<i>34.94</i>	<i>209,640.00</i>
250	<i>14.01</i>	<i>3,502.50</i>

GRAND TOTAL:

213,142.50

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 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 exceed five percent of the total contract amount.

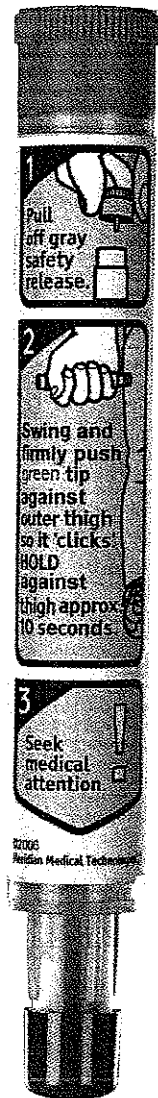
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a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

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.

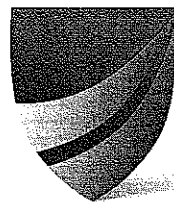
CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing 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: Meridian Medical Technologies, Inc.
Authorized Signature: Heather O'Work Date: 7-9-07



New, from the makers
of the Mark I™ Kit
Introducing



DuoDote[™] AUTO-
INJECTOR
(atropine and pralidoxime chloride injection)

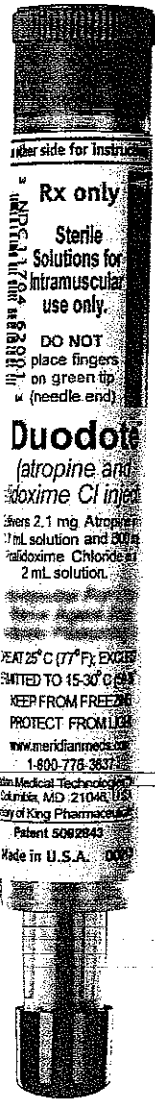
Product shown actual size.

DuoDote™ will soon replace the Mark I™ Kit. To learn more, visit www.DuoDote.com

Homeland Security Pharmaceuticals

MERIDIAN
MEDICAL TECHNOLOGIES

DuoDote™ and Mark I™ Nerve Agent Antidote Kit are trademarks of Meridian Medical Technologies™, Inc. in the United States of America. © 2007 Meridian Medical Technologies™, Inc. Columbia, MD 21046



Other side for instructions

Rx only

Sterile Solutions for Intramuscular use only.

DO NOT place fingers on green tip (needle end)

DuoDote
(atropine and pralidoxime Cl injection)

Contains 2.1 mg Atropine in 1 mL solution and 300 mg pralidoxime Chloride in 2 mL solution.

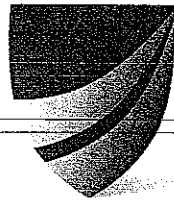
Store at 25°C (77°F); excursions permitted to 15-30°C (59-86°F).
KEEP FROM FREEZING.
PROTECT FROM LIGHT.

www.meridianmed.com
1-800-778-2831

Meridian Medical Technologies, Inc.
Columbia, MD 21046, USA
A subsidiary of King Pharmaceuticals, Inc.
Patent 5,082,843

Made in U.S.A. 0000

New, from the makers
of the Mark I™ Kit
Introducing



DuoDoteTM AUTO-INJECTOR
(atropine and pralidoxime chloride injection)

Product shown actual size.

DuoDote™ will soon replace the Mark I™ Kit. To learn more, visit www.DuoDote.com

Homeland Security Pharmaceuticals

MERIDIAN
MEDICAL TECHNOLOGIES

DuoDote™ and Mark I™ Nerve Agent Antidote Kit are trademarks of Meridian Medical Technologies™, Inc. in the United States of America. © 2007 Meridian Medical Technologies™, Inc. Columbia, MD 21046

Investor Contacts:

James E. Green, Executive Vice President, Corporate Affairs
423-989-8125

David E. Robinson, Senior Director, Corporate Affairs
423-989-7045

Media Contact:

Shannon Caudill (Porter Novelli Public Relations)
312-856-8892

shannon.caudill@porternovelli.com

FOR IMMEDIATE RELEASE

**KING PHARMACEUTICALS RECEIVES APPROVAL TO MARKET
DUODOTE™ TO EMERGENCY MEDICAL SERVICES PERSONNEL**

AUTO-INJECTOR TREATMENT FOR CHEMICAL NERVE AGENT POISONING

BRISTOL, TN – October 4, 2006 -- King Pharmaceuticals, Inc. (NYSE: KG) has been granted approval by the U.S. Food and Drug Administration (FDA) to market Duodote™ (atropine and pralidoxime chloride injection) to emergency medical services (EMS) personnel as a treatment for chemical nerve agent and insecticide poisoning.

Duodote™ is a single, dual-chambered auto-injector containing two separate drug products, atropine and pralidoxime chloride. Duodote™ is intended for administration in the event of chemical nerve agent and insecticide poisoning. The auto-injector is a pre-filled, ready-to-use unit designed to treat symptoms caused by chemical nerve agents, and organophosphorous insecticides. Duodote™ replaces the Mark I™ Nerve Agent Auto-Injector Kit that contains two separate auto-injectors (two separate injections) – one containing atropine and one containing pralidoxime chloride. The Mark I™ currently is used by the U.S. Department of Defense and allied nations, as well as EMS personnel in the U.S.

“In these uncertain times it makes sense for EMS personnel to have the necessary tools to protect themselves and victims from potential nerve agent attacks,” said Dr. David Prezant, chief medical officer, FDNY-EMS Office of Medical Affairs. “The FDA’s decision allows us to provide atropine and pralidoxime chloride as a single injectable to EMS personnel to prepare for this threat.”

Approved by the FDA, King’s chemical nerve agent antidote auto-injectors have been supplied to the U.S. Department of Defense and allied nations since the 1950s, and to emergency responders in the U.S. since 1995. Additionally, King has distributed a number of drug formulations, in its proprietary auto-injectors, to more than 30 countries for the emergency treatment of the victims of a chemical nerve agent poisoning.

With marketing approval secured, King plans to launch Duodote™ in the fourth quarter, with product available in the first quarter of 2007.

About Duodote™

Duodote™ is a single, pre-filled, dual-chambered auto-injector containing two separate chemical nerve agent antidotes widely known and trusted by the medical community and clinically accepted worldwide – atropine and pralidoxime chloride. Duodote™ is designed for the quick administration of a precise dose of atropine and pralidoxime chloride to treat symptoms of

chemical nerve agent poisonings, as well as toxic levels of common organophosphorous insecticides.

When an individual is poisoned by a chemical nerve agent, the agent binds to enzymes in the body which cause neurotransmitters to over-stimulate nerves, muscles and glands. This results in an over-secretion of mucus in the respiratory tract and can eventually lead to suffocation due to the build-up of mucus. Atropine competes with the over-stimulating neurotransmitters, blocking the effects until normal function can return to the nerves, muscles and glands. In Duodote™, atropine is administered through the auto-injector first, immediately followed by the pralidoxime chloride. The pralidoxime chloride helps restore function of the nerves, muscles and glands.

Duodote™ auto-injectors are designed to deliver medication through clothing and outer garments, including specialized personal protective ensembles worn by emergency responders. The auto-injector requires no preparation prior to use, and the technology is proven and reliable. For more information on Duodote™ please call (800) 638-8093 or send an inquiry to duodote@meridianmt.com.

Important Safety Information

The Duodote (atropine and pralidoxime chloride injection) Auto-Injector is indicated for the treatment of poisoning by organophosphorous nerve agents as well as organophosphorous insecticides. The Duodote Auto-Injector should be administered by Emergency Medical Services personnel who have had adequate training in the recognition and treatment of nerve agent or insecticide intoxication.

The Duodote Auto-Injector is intended as an initial treatment of the symptoms of organophosphorous insecticide or nerve agent poisonings; definitive medical care should be sought immediately.

Individuals should not rely solely upon agents such as atropine and pralidoxime to provide complete protection from chemical nerve agents and insecticide poisoning. Primary protection against exposure to chemical nerve agents and insecticide poisoning is the wearing of protective garments including masks designed specifically for this use. Evacuation and decontamination procedures should be undertaken as soon as possible. **Medical Personnel assisting evacuated victims of nerve agent poisoning should avoid contaminating themselves by exposure to the victim's clothing.**

In the presence of life-threatening poisoning by organophosphorous nerve agents or insecticides, there are no absolute contraindications to the use of the Duodote Auto-Injector. When symptoms of poisoning are not severe, Duodote Auto-Injector should be used with extreme caution in people with heart disease, arrhythmias, recent myocardial infarction, severe narrow angle glaucoma, pyloric stenosis, prostatic hypertrophy, significant renal insufficiency, chronic

pulmonary disease, or hypersensitivity to any component of the product. **PLEASE SEE ACCOMPANYING FULL PRESCRIBING INFORMATION.**

About King Pharmaceuticals

King, headquartered in Bristol, Tennessee, is a vertically integrated branded pharmaceutical company. King, an S&P 500 Index company, seeks to capitalize on opportunities in the pharmaceutical industry through the development, including through in-licensing arrangements and acquisitions, of novel branded prescription pharmaceutical products in attractive markets and the strategic acquisition of branded products that can benefit from focused promotion and marketing and product life-cycle management.

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EXECUTIVE OFFICES

**KING PHARMACEUTICALS, INC.
501 FIFTH STREET, BRISTOL, TENNESSEE 37620**



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
BPH80340

PAGE
1

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

VENDOR



Meridian Medical Technologies
 Attention: Ireatha Woods
 6350 Stevens Forest Road, Suite 301
 Columbia, MD 21046

SHIP TO

HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS

505 CAPITOL STREET, SUITE 200
CHARLESTON, WV
25301 **304-558-1218**

MARK I KIT

DATE PRINTED 06/10/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	6,000	EA		475-78	\$ 30.64	\$183,840.00
CHEMICAL NERVE AGENT ANTIDOTE KITS OR AUTO-INJECTORS PER THE ATTACHED SPECIFICATIONS.						
0002	250	EA		475-78	\$ 27.34	\$6,835.00
AUTO-INJECTOR TRAINING SIMULATORS PER THE ATTACHED SPECIFICATIONS. TO BE DELIVERED WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF ORDER (ARO). 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE
Ireatha D. Woods

TELEPHONE
443-259-7800

DATE
7-9-07

TITLE
Accounts Representative FEIN **52-0898764**

ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
BPH80340

PAGE
2

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Meridian Medical Technologies, Inc
Attn: Treatha D Woods
6350 Stevas Forest Rd, Suite 301
COLUMBIA, MD 21046

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - THREAT PREPAREDNESS
 505 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-1218

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/10/2007				

BID OPENING DATE: **07/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON JUNE 26, 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 E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>(RE-BID OF BPH70353)</p> <p style="text-align: center;">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 CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-</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
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
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3

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25301 304-558-1218

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06/10/2007				

BID OPENING DATE: **07/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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</p> <p>() 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR</p>						

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'



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
BPH80340

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4

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - THREAT PREPAREDNESS

505 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-1218

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/10/2007				

BID OPENING DATE: **07/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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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.

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.

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.

UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.

BIDDER: *Meridian Medical Technologies Inc.*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert A. Work* TELEPHONE: **443-259-7800** DATE: **7-9-07**

TITLE: *Account Rep.* FEIN: **52-0898704** 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
BPH80340

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Meridian Medical Technologies, Inc.
Attn: Treatha Woods
6350 Stevens Forest Rd, Suite 301
COLUMBIA, MD. 21046

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - THREAT PREPAREDNESS
 505 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-1218

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/10/2007				

BID OPENING DATE: **07/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DATE: <i>July 9, 2007</i></p> <p>SIGNED: <i>Treatha Woods</i></p> <p>TITLE: <i>Account Representative</i></p> <p>* 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)</p> <p>NOTICE</p> <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>PLEASE NOTE A CONVENIENCE COPY WOULD BE APPRECIATED.</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:-----ROBERTA WAGNER/FILE 22-----</p> <p>RFQ. NO.:-----BPH80340-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Treatha Woods* TELEPHONE: **413-259-7800** DATE: **7-9-07**
 TITLE: *Account Rep* FEIN: **52-0898764** 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
BPH80340

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6

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - THREAT PREPAREDNESS

505 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-1218

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/10/2007				

BID OPENING DATE: **07/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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BID OPENING DATE: ---- JULY 11, 2007 ----

BID OPENING TIME: ---- 1:30 PM ----

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

----- **443-259-7801** -----

CONTACT PERSON (PLEASE PRINT CLEARLY):

----- **Ireatha D. Woods** -----

Mark I. Kit Travers

***** THIS IS THE END OF RFQ BPH80340 ***** TOTAL: 190,675.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Ireatha D. Woods* TELEPHONE: **443-259-7800** DATE: **7-9-07**

TITLE: *Account Rep* FEIN: **52-0898764** ADDRESS CHANGES TO BE NOTED ABOVE

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

COST EVALUATION SHEET FOR RFQ BPH80340

Mud Kits

Description	Quantity	Unit Cost	Total Cost
Auto-Injector	6000	30.64	\$183,840.00
Trainers	250	27.34	6,835.00
GRAND TOTAL:			\$190,675.00

007

RFQ: BPH80340

The West Virginia Office of Emergency Medical Services and the West Virginia Division of Threat Preparedness, divisions of the West Virginia Department of Health and Human Resources, Bureau for Public Health, is soliciting bids for the purchase of ***FDA-approved chemical nerve agent antidote kits or auto-injectors.***

1. 6000 ea. Must provide FDA-approved chemical nerve agent antidote kits or auto-injectors.

The kit or auto-injector shall provide Atropine Injection and Pralidoxime Chloride Injection as sterile, pyrogen-free solutions for intramuscular injection - specially designed for automatic self- or buddy-administration. When activated, the atropine and pralidoxime chloride shall be injected sequentially, or in the case of an antidote kit in two (2) separate injections, using an 18 - 24 gauge needle to inject the contents of the kit or auto-injector into the muscles of an outer thigh or into the buttocks. Upon activation, the kits or auto-injectors shall dispense 2.0-2.1 mg atropine, or equivalent, (in 0.7 mL of a sterile, pyrogen-free solution containing glycerin, phenol, citrate buffer, and water for injection with a pH range of 4.0 - 5.0) and 600 mg of pralidoxime chloride (in 2 mL of a sterile, pyrogen-free solution containing benzyl alcohol, glycine, and water for injection with a pH range of 2.0 - 3.0.)

The kit or auto-injector shall be designed to be non-refillable, and in such a way that the protruding needle cannot be retracted. The kit or auto-injector shall have a minimum of a three-year (36 months) shelf life with at least 80% of the total months remaining in the shelf-life upon receipt of the auto-injectors by the divisions.

2. 250 ea. Must provide auto-Injector training simulators.

The simulators must be similar in appearance and function to the auto-injector drug delivery systems they mimic. Unlike their prescription counterparts, they do not contain a needle or any medication and can be reset after activation for repeated educational demonstration or for training exercises.

Bid price must include all costs related to the purchase and delivery of the auto-injectors to the F.O.B. Destination. Delivery at the final destination shall be within thirty (30) calendar days After Receipt of Order (ARO). Damage to items in transit will be the sole responsibility of the vendor. The vendor will be obligated to file any claims against carrier(s) for any damage incurred while in transit from point of origin to the ultimate destination.

STATE OF WEST VIRGINIA
Purchasing Division

009

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 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 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.

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: Meridian Medical Technologies, Inc.

Authorized Signature: Neetra Wood Date: 7-9-07