

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

### Request for REQNUMBER

CME10094

ROBERTA WAGNER 304-558<u>-0067</u>

HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA STREET, WEST CHARLESTON, WV 304-558-4865 25302

ADDRESS CORRESPONDENCE TO ATTENTION OF

RFO COPY TYPE NAME/ADDRESS HERE ISOVAC PRODUCTS LLC 1306 ENTERPRISE DR. SUITE C ROMEOVILLE, 1L GO446 -

DATE PRINTED TERMS OF SALE SHIP VIA FOB 03/23/2010 BID OPENING DATE: 01:30PM04/22/2010 BID OPENING TIME LINE QUANTITY ITEM NUMBER UNIT PRICE AMOUNT: NO 475-00-99-001 0001 ĦΑ 2,000 BODY BAGS, PERNATAL 12 X 18 INCHES 475-00-99-001 0002 2,000 BODY BAGS, INFANT 22 X 30 INCHES RECEIVED 475-00-99-001 0003 2010 APR 21 AM 9:57 2,000 BODY BAGS, CHILD 36 X 60 INCHES 0004 475-00-99-001 2,000 BODY BAGS, ADULT LARGE 36 X 96 INCHES 0005 EΑ 475-00-99-001 2,000 BODY BAGS, ADULT X-LARGE 48 X 100 INCHES SEE REVERSE SIDE FOR TERMS AND CONDITIONS 04-20-2010 ADDRESS CHANGES TO BE NOTED ABOVE ONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

- 1. Awards will be made in the best interest of the State of West Virginia
- 2. The State may accept or reject in part, or in whole, any bid
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160 103) and will be disclosing Protected Health Information (45 CFR §160 103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### INSTRUCTIONS TO BIDDERS

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



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

## Request for [

REQ NUMBER CME10094

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER <u> 104-558-0067</u>

RFQ COPY TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA STREET, WEST CHARLESTON, WV 25302 304-558-4865

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. 03/23/2010 BID OPENING DATE: BID OPENING TIME 04/22/2010 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT: 0006 475-00-99-001 \$1,395.00 \$2,092,500. 1,500 BODY BAGS, ADULT LARGE - HEAVY DUTY OPEN END CONTRACT TO PROVIDED BODY BAGS AS SPECIFIED ON THE ATTACHED. **BXHIBIT** 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR MENEW 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 COCUMENT, THE TERMS, CONDITIONS AND HRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE dontract. HENEWAL: 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 HE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CRIGINAL CONTRACT AND SHALL BE LIMITED TO IWO (2) ONE (1) YEAR PERIODS. dancellation: The Director of Purchasing reserves the RIGHT TO CANDEL THIS CONTRACT IMMEDIATELY UPON WRITTEN SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TELECHOME 630-679-1740 04-20-2010

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ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 1 619 VIRGINIA STREET, WEST

CHARLESTON, WV 25302

304-558-4865

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State of West Virginia

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

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ROBERTA WAGNER 3<u>04-558-0067</u>

HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH
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PAGE 6

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

HEALTH AND HUMAN RESOURCES
BUREAU FOR PUBLIC HEALTH

BUREAU FOR PUBLIC HEALTH
OFFICE CHIEF MEDICAL EXAMINER
619 VIRGINIA STREET, WEST
CHARLESTON, WV
25302 304-558-4865

DATE PRINTED TERMS OF SALE SHIP VIA FOB FREIGHTTERMS 03/23/2010 BID OPENING DATE: 04/22/2010 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT BID OPENING DATE: |----4/22/2010------BID OPENING TIME: |---1:30 PM------PLEASE PROVIDE A PAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 630-679 - 1750 CONTACT PERSON (PLEASE PRINT CLEARLY): awes\_\_\_ \$2,092,500. CME10094 \*\*\*\*\* TOTAL: THIS IS THE END OF REO SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 04-20-2010

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

1306 Enterprise Drive, Unit C • Romeoville, IL 60446 • 630-679-1740

April 20th, 2010

Health and Human Resources Bureau for Public Health Office Chief Medical Examiner 619 Virginia Street, West Charleston, WV 25302

To whom it may concern:

ISOVAC Products LLC is a privately held Illinois company established in 1999. Its mission is to design, develop, commercialize, and manufacture products that <u>completely isolate and contain</u> casualties contaminated with any combination of:

- Chemical Warfare Agents (CWAs)
- Radiological Particulates
- Level 4 Biological Pathogens or Biological Warfare Agents (BWAs)

Two of our commercial products that may be of interest to you are the following:

- The CBAG<sup>IM</sup> model 2K10CB-BIO, a Biohazard-Contaminated Human Remains Pouch or B-CHRP intended primarily for containment of pathogens and particulates.
- The CBAG<sup>IM</sup> model 2005CB-PUR, a Contaminated Human Remains Pouch or CHRP intended for full containment of CWAs in addition to containment of pathogens and particulates.

Both of these remains pouches are 3-dimensional, man-portable, and air and liquid tight. These are extreme duty products fabricated using military and space-suite grade materials and components to provide unsurpassed isolation and containment of hazardous remains and body fluids. They can thereby prevent cross contamination to unprotected personnel, equipment, transport assets, and facilities during remains transport and storage.

The 3-dimensional structure of the CBAG<sup>IM</sup> pouches does not translate directly to the dimensional specifications of NSN-9930-01-331-6244. However, all other functional requirements of this NSN pouch are met and in many cases greatly exceeded, while providing the additional capability of containing chemical warfare agents, biological pathogens, and radiological particulates.

Marketing brochures with technical specifications for these products are attached, along with their U.S. Commercial Price Lists. Please contact the undersigned with any questions.

Sincerely,

James R. Gauger,

∜ice-president Engineering

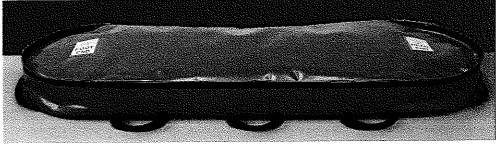


1306 Enterprise Drive, Unit C • Romeoville, IL 60446

### CBAG<sup>™</sup> Model 2K10CB-BIO Biohazard-Contaminated Human Remains Pouch (B-CHRP)

The CBAG<sup>™</sup> Model 2K10CB-BIO is a flexible, 3-dimensional, man-portable Biohazard-Contaminated Human Remains Pouch (B-CHRP). It employs Iso-Shell<sup>TM</sup> barrier technology to provide unsurpassed isolation and containment of biological pathogens and particulates, as well as radiological particulates. It thereby prevents cross contamination from the remains to personnel, equipment, transport assets, and facilities. Intended uses of the CBAG<sup>TM</sup> B-CHRP are:

- Stand-alone containment (and temporary burial if needed) of biohazard-contaminated human remains at mass casualty incident sites resulting from natural disasters or WMD attacks in order to mitigate the effects of crosscontamination and the spread of disease.
- Safe transport of biohazard-contaminated human remains, personal effects, and/or equipment via hand carry, medical gurney, within ambulances or other land vehicles, and onboard ships and aircraft.
- On-demand expansion of biohazard morgue capacity at hospitals, medical facilities, county coroners, and the like in order to prevent their being overwhelmed during incidents of deadly pandemics, natural disasters, and incidents of WMD attack.
- Stand-alone containment and storage of biohazard-contaminated human remains at mortuary facilities pending processing, cremation, or permanent interment.
- Permanent interment of biohazard-contaminated human remains within a conventional casket.
- Temporary stand-alone isolation, containment, and storage of biohazard-contaminated equipment, material, or animal remains awaiting disposition.
- Protection of uncontaminated equipment / supplies during transport through or within a biohazard-contaminated area



CBAG<sup>™</sup> Model 2K10CB-BIO - Partially inflated to illustrate 3-D shape



Packed in carry bag

#### Features:

- Pathogen / Particulate Containment –the Iso-Shell<sup>™</sup> technology of the CBAG<sup>™</sup> B-CHRP incorporates 100% gas and liquid-tight construction in conjunction with an NBC (HEPA P100) filtered exhaust port to provide indefinite particulate containment. Containment efficacy has been verified in tests conducted by a U. S. Military agency responsible for Chemical Biological Defense. All CBAG<sup>TM</sup> B-CHRP products are pressure tested at manufacture.

  3-D Profile – The 3-D shape of the CBAG<sup>TM</sup> B-CHRP yields maximum volume with minimal footprint, and a flexible
- 68-inch circumference. Its "suitcase" style opening allows unrestricted access to its tub-like interior for ease of loading **Iso-Shell<sup>TM</sup> Material** The proprietary Iso-Shell<sup>TM</sup> barrier material of the CBAG<sup>TM</sup> B-CHRP offers a minimum ten-fold improvement in abrasion, puncture, and tear resistance over PVC-based materials of the same thickness. **Iso-Weid<sup>TM</sup> Technology** The CBAG<sup>TM</sup> B-CHRP employs a proprietary Iso-Weld<sup>TM</sup> seaming technology that fuses materials together to produce a redundant and 100% gas and liquid tight seam stronger than the material itself.
- Closure Technology The CBAG<sup>™</sup> B-CHRP zipper is based on a gas and liquid-tight seal technology originally developed for NASA space suits, and is attached to the Iso-Shell<sup>™</sup> barrier material using Iso-Weld<sup>™</sup> seaming technology. The zippers undergo 100% pressure testing by their manufacturer.
- **Decontamination** The shell material, seaming technology, zipper, and coated carry straps of the CBAG<sup>™</sup> B-CHRP provide a smooth, non-absorbent exterior surface free of pockets and crevices that might entrap contaminants or decontamination agents, thereby greatly improving the efficiency and efficacy of the decontamination process Testing has demonstrated compatibility with hot soap and water, 5% hypo chlorite solution, and military M295 decon kits.

1306 Enterprise Drive, Unit C • Romeoville, IL 60446 • 630-679-1740

### CBAG<sup>™</sup> Model 2K10CB-BIO Biohazard-Contaminated Human Remains Pouch (B-CHRP) **US Commercial price List**

Product Name / Description	Part Number	Price <sup>2</sup> / Quantity
CBAG <sup>™</sup> Biohazard-Contaminated Human Remains Pouch (B-CHRP), safety orange <sup>1</sup>	2K10CB-BIO	\$1,575 / 1-100 \$1,520 / 101-500 \$1,395 / > 500
CBAG <sup>™</sup> Biohazard-Contaminated Human Remains Pouch (B-CHRP), Training Unit	2K10CB-BIO-TR	\$1,575. / 1-100
CBAG <sup>™</sup> Model 2K10CB-BIO-TR, Training Unit first month rental	2K10CB-RENT-FM	\$525. <sup>3</sup>
CBAG <sup>™</sup> M/N 2K10CB-BIO-TR, Additional month rental, each	2K10CB-RENT-AM	<b>\$200</b> .
2K10CB User's Manual, training 10-pak	04-01-010	\$175. / 1-100
2K10CB Accessory Kit, training 10-pak (Accessory Kit includes User's Manual)	04-01-011	\$230. /11-100
TR Unit Replacement Carrying Bag	04-01-003	\$15. / 1-100
TR Unit Replacement Filter Set	04-01-004	\$150. / 1-100
TR Unit Replacement Absorbent Pad	04-01-006	\$150. / 1-100

#### Notes:

- 1) Consult factory for other colors available with volume orders.
- 2) Prices are F.O.B. factory.
- 3) Customer responsible for return S/H.

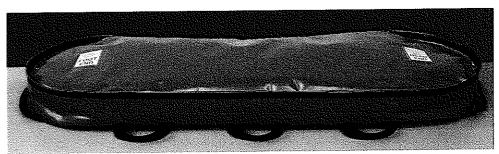


1306 Enterprise Drive, Unit C • Romeoville, IL 60446

### CBAG<sup>™</sup> (patent pending) Model 2005CB-PUR Contaminated Human Remains Pouch (CHRP)

The CBAG<sup>™</sup> is a <u>flexible</u>, 3-dimensional, man-portable Contaminated Human Remains Pouch (CHRP). Its superior Iso-Shell™ barrier technology system provides unsurpassed protection against chemical, biological and radiological particulate (CBR) cross contamination from the remains to personnel, equipment, facilities, and transport assets The standard color is safety orange Intended uses for CBAG™ include the following:

- Stand-alone transport of contaminated human remains and/or contaminated equipment and field gear via hand carry, within land vehicles, and onboard ships and aircraft.
- Temporary storage and isolation of contaminated human remains awaiting decontamination or interment
- Temporary direct burial of contaminated human remains pending permanent interment
- Transport and isolation of contaminated human remains within a Contaminated Human Remains Transport case (CHRT) or conventional casket.
- Permanent burial of contaminated human remains within a conventional casket or CHRT
- Temporary storage and isolation of contaminated animal remains awaiting disposition
- Protection of uncontaminated equipment during transport through a contaminated zone





CRAG<sup>™</sup> (Partially inflated to illustrate 3-D shape)

In Carry Bag

#### Features:

- **CBR Containment** In testing conducted by a U. S. Military agency responsible for Chemical Biological Defense, the CBAG<sup>TM</sup> Iso-Shell<sup>TM</sup> technology system exhibited no breakthrough of agent when challenged with liquid chemical warfare agents (CWAs). Its particulate containment is indefinite with 100% gas and liquid-tight construction and an NBC (HEPA P100) filtered exhaust port.
- 3-D Profile The 3-dimensional shape of CBAG<sup>™</sup> maximizes volume with a minimum footprint, and provides a flexible 68-inch circumference. Its "suitcase" style opening allows unrestricted access to its tublike interior for ease of loading.
- Iso-Shell<sup>TM</sup> Barrier The CBAG<sup>TM</sup> proprietary Iso-Shell<sup>TM</sup> outer barrier material offers a minimum ten-fold improvement in abrasion, puncture, and tear resistance over PVC-based materials of the same thickness iso-Weld<sup>TM</sup> Technology The CBAG<sup>TM</sup> proprietary iso-Weld<sup>TM</sup> seaming technology fuses materials
- together to produce a redundant and 100% gas and liquid tight seam stronger than the material itself.
- Closure Technology The CBAG<sup>TM</sup> zipper is based on technology originally developed for NASA space suits, and is attached to the CBAG<sup>TM</sup> Iso-Shell<sup>TM</sup> material using Iso-Weld<sup>TM</sup> seaming technology CBAG<sup>TM</sup> zippers provide a gas and liquid-tight seal and undergo 100% pressure testing.

  Decontamination The CBAG<sup>TM</sup> Iso-Shell<sup>TM</sup> outer barrier material, Iso-Weld<sup>TM</sup> seaming technology, gas
- and liquid-tight sealing zipper, and coated carry straps provide a smooth, non-absorbent surface free of pockets and crevices. The entrapment of CWAs, contaminants, and decontamination agents is thereby essentially eliminated, greatly improving the efficiency and efficacy of the decontamination process
- Extended Temperature Range The CBAG<sup>TM</sup> Iso-Shell<sup>TM</sup> outer barrier material and zipper offer a continuous operating temperature range greatly exceeding that of PVC, remaining flexible and user-friendly from -40°F to 160°F. The intermittent operating temperature range for CBAG™ is from -40°F to 180°F 10-28-004F CBAG<sup>™</sup> 2005CB-PUR



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### CBAG<sup>™</sup> Model 2005CB-PUR Contaminated Human Remains Pouch (CHRP) **US Commercial price List**

Product Name / Description	Part Number	Price <sup>2</sup> / Quantity
CBAG <sup>™</sup> Contaminated Human Remains Pouch (CHRP), safety orange <sup>1</sup>	2005CB-PUR-O	\$1,975. / 1-100 \$1,920. / 101-500 \$1,795. / > 500
CBAG <sup>™</sup> Contaminated Human Remains Pouch (CHRP), Training Unit	2005CB-TR-PUR-O	\$1,975. / 1-100
CBAG <sup>™</sup> model 2005CB-TR-PUR, Training Unit first month rental	2005CB-RENT-FM	\$525. <sup>3</sup>
CBAG <sup>™</sup> model 2005CB-TR-PUR, Additional month rental, each	2005CB-RENT-AM	\$200. <sup>3</sup>
2005CB User's Manual, training 10-pak	04-01-001	\$175. / 1-100
2005CB Accessory Kit, training 10-pak (Accessory Kit includes User's Manual)	04-01-002	\$230. /11-100
TR Unit Replacement Carrying Bag	04-01-003	\$15 / 1-100
TR Unit Replacement Filter Set	04-01-004	\$150. / 1-100
TR Unit Replacement Training Shroud	04-01-005	\$175. / 1-100

#### Notes:

- 1) Consult factory for other colors available with volume orders.
- 2) Prices are F.O.B. factory.
- 3) Customer responsible for return S/H.