



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
AGR1006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE 304-558-0492

**VENDOR**

\*709070358      276-376-1118  
 ARAMARK  
 PO BOX 1027  
 BLUEFIELD VA 24605-1027

**SHIP TO**

DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312      304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/27/2009				

BID OPENING DATE: 09/30/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		200-84		
UNIFORM AND MAT RENTAL  OPEN END CONTRACT  TO PROVIDE UNIFORM AND MAT RENTALS  WRITTEN QUESTIONS CONCERNING THIS REQUISITION MUST BE SUBMITTED IN WRITING BY 4:30 PM ON 9/4/09. THEY ARE TO BE SUBMITTED TO THE FOLLOWING: RON PRICE PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: RON.N.PRICE@WV.GOV  MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 09/09/09 AT 10:00 AM IN BLDG. 2, 4720 BRENDA LANE, CHARLESTON. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.  AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE						

2009 SEP 28 PM 3:18  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Robert D. Moore</i>	304 755-2685	28 SEP 09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>District Manager</i>	95-3082883	

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 fee.
5. 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.
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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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2

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE 304-558-0492

PROPERTY

\*709070358                      276-376-1118  
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08/27/2009				

BID OPENING DATE: **09/30/2009**                              BID OPENING TIME **01:30PM**

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COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.

ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.

ADDITIONAL SPECIFICATIONS ARE ATTACHED  
 EXHIBIT 3

LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... 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 CONTRACT.

RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D Moore</i>	TELEPHONE (304) 755-2685	DATE 28 SEP 09
TITLE <i>District Manager</i>	FEIN 95-3082883	ADDRESS CHANGES TO BE NOTED ABOVE

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



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BID OPENING DATE: **09/30/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Moore</i>	TELEPHONE <i>304 755-2685</i>	DATE <i>28 SEP 09</i>
TITLE <i>District Manager</i>	FEIN <i>95-3082883</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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**4**

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**RON PRICE**  
**304-558-0492**

BUYER

\*709070358      276-376-1118  
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BID OPENING DATE: **09/30/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</b></p> <p><b>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</b></p> <p>REV. 05/26/2009</p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p>BUYER: RP-41</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D Moore</i>	TELEPHONE <b>304 755-2685</b>	DATE <b>28 SEP 09</b>
TITLE <i>District Manager</i>	FEIN <b>95-3082883</b>	ADDRESS CHANGES TO BE NOTED ABOVE.

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# Request for Quotation

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**AGR1006**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**RON PRICE**  
**304-558-0492**

V  
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\*709070358      276-376-1118  
ARAMARK  
PO BOX 1027  
  
BLUEFIELD VA 24605-1027

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DEPARTMENT OF AGRICULTURE  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
RFQ. NO.: AGR1006						
BID OPENING DATE: 09/30/09						
BID OPENING TIME: 1:30PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- <i>276 326 1659</i> -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- <i>Robert D. Moore</i> -----						
***** THIS IS THE END OF RFQ      AGR1006 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D Moore</i>	TELEPHONE (304) 755 2685	DATE 28 SEP 09
TITLE <i>District Manager</i>	FEIN 95-3082883	ADDRESS CHANGES TO BE NOTED ABOVE

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## RENTAL, CLEANING, AND MAINTENANCE SERVICES

### 1.1. GENERAL DISCRIPTION AND INFORMATION

- 1.1.1. The purpose of this contract is to provide garment & mat rental, cleaning and maintenance services to West Virginia Department of Agriculture (WVDA) employees on a weekly basis.
- 1.1.2. Upon award, this contract shall be in effect for a period of one (1) year, with the option of two, one-year renewals upon the written mutual consent of WVDA and the Vendor.
- 1.1.3. Any qualifications of bids or any modification of the specifications or conditions governing the bids may be cause for their rejection.

### 1.2. SCOPE OF WORK

- 1.2.1. The Vendor shall provide rental, cleaning, and maintenance services for uniforms, laboratory coats and towels in accordance with the requirements and specifications stated herein.
- 1.2.2. The Vendor shall provide rental, cleaning, and maintenance services for floor mats in accordance with the requirements and specifications stated herein.

### 1.3. GENERAL REQUIREMENTS

- 1.3.1. A mandatory pre-bid conference will be held on September 9, 2009 at 10:00 am in the Gus R Douglass Agricultural Center, 4720 Brenda Lane, Building 2, JT Johnson Conference Room, Charleston , WV 25312.
- 1.3.2. Michael Steadman, Assistant Director, Administrative Services Division, Building and Grounds, will be the contact for this bid. Phone 304-558-4058
- 1.3.3. Uniform, lab coat, and towel service shall be priced using the rental cost sheet. Items shall be priced per week per set.
- 1.3.4. Floor mat service shall be priced using the rental cost sheet supplied. Items shall be priced per month.

### 1.4. DELIVERY

- 1.4.1. The Vendor shall maintain weekly uniform, shop towel, and lab coat delivery to the locations, as specified under the **SPECIFIC REQUIREMENTS**. A delivery ticket is required for each delivery location.
- 1.4.2. The Vendor shall maintain monthly floor mat delivery to the locations, as specified under the **SPECIFIC REQUIREMENTS**. One delivery ticket is required for all locations.
- 1.4.3. All garments picked up one week must be returned the following week. In addition, any garment not returned within two weeks, shall be considered lost and the Vendor shall replace the garment prior to the next payment.
- 1.4.4. Locations may be added and/or deleted upon written notification by WVDA. The Vendor shall take the aforementioned additions, deletions, and relocations into consideration as part of the rental price for each garment. No additional payment shall be made.

1.4.5. The number of employees shown at this location is approximate. The number of employees that participate in this program will vary over the life of the contract.

1.4.6. The Vendor must coordinate with each division and/or unit regarding the scheduled time of delivery at each location. When it is necessary for the driver to deviate from the agreed upon delivery schedule, the driver must contact a representative from the respective delivery location. Every effort will be made to have a WVDA receiver on site; however this is not guaranteed.

## 1.5. GARMENTS

1.5.1. All garments provided and distributed by the Vendor shall remain the property of the Vendor. The Vendor must provide new garments to all employees at the beginning participation in the program within the first 60 days of the implementation period, within the given division. After the first 60-day implementation period has passed, any employee who joins the program will be provided garments of equal quality to those of their fellow employees within two weeks after notification is made to the vendor.

1.5.2. Each clothing item provided by the Vendor shall have a laundry mark or other identification device for the purpose of identifying and tracking each article of clothing for the individual employee.

1.5.3. Vendor will supply, at the time of weekly delivery, a garment tracking sheet which lists by employee the number of soiled garments picked up from the previous week and the number of clean garments delivered.

1.5.4. Employees participating in this program will have the choice of shirt style, based on individual preference and seasonal climate. Employees will maintain the full inventory of garments to allow for seasonal fluctuations.

1.5.5. Samples should be submitted with the bid documents. Samples shall be for the exact material, quality, workmanship, style, and color of the garments proposed to be furnished. If samples are not provided with the quotation they must be within 48 hours of any request. Failure to comply with this requirement will eliminate your bid from further consideration. It is desired that any potential bidder bring samples to the pre-bid conference.

1.5.6. Employees will typically choose 4 sets of garments that consist of 11 pants, 11 shirts (both short sleeved and long sleeved), 2 coats, and 2 pair coveralls. Employees may choose fewer sets, but no employee may choose more than these combinations. See *Payment of Garment Rental* for season charges for shirts. Laboratory coats, the employee will choose 2 lab coats.

1.5.7. At time of bid Vendor must supply garment size availabilities for shirts, pants, coats, coveralls, and lab coats.

1.5.8. Employee's shirt rental shall consist of one rental set. Employees will retain the inventory of the seasonal change. Rental charge shall be for long sleeves October through March and short sleeves shirts April through September.

1.5.9.

## 1.6. CLEANING REQUIREMENTS

1.6.1. The Vendor shall launder garments to the highest industry standards with hypoallergenic detergents on a weekly basis.



1.6.2. Flame Resistant (FR) garments shall be laundered in accordance with manufacturer's instructions, in order to maintain the protective qualities of the FR garments.

1.6.3. Garments not cleaned to the satisfaction of the agency, shall be returned to the Vendor for re-cleaning until the garments are cleaned to the agency's satisfaction. The Vendor shall not assess a charge for garments returned for re-cleaning.

#### 1.7. REPAIRS

1.7.1. The Vendor shall be responsible for the repair of all damages to the rental garments. Garments shall be maintained in a constant state of superior condition with buttons and snaps securely attached and missing buttons and snaps replaced. Final determination shall rest with the Division Director or his/her assignee. When needed repairs are brought to the attention of the Vendor, said problems shall be expeditiously remedied and the garment returned as part of the next delivery throughout the life of the contract and regardless of any pending expiration date. The Vendor shall not charge for garments that are returned for repairs necessitated by normal wear and tear. Failure of the Vendor to repair garments to a satisfactory condition or to provide a replacement, shall be cause to withhold the next payment until the repair is accomplished.

1.7.2. Standard alterations shall be performed by the Vendor at no additional charge. Standard alterations include sleeve length and pant length.

#### 1.8. REPLACEMENT

1.8.1. All garments considered unsightly due to mending, stains, rips, or excess wear shall be replaced with new garments of the appropriate size.

1.8.2. At the beginning of each renewal, the Vendor will be responsible for replacing all garments as part of the renewal option. All garments must be replaced for each employee participating in the program no matter when the employee received their garment(s). Additionally, each employee must be measured and sized again according to the specifications listed below in the "sizing" section of this bid.

1.8.3. New garments, on an as needed basis, shall replace worn or damaged garments during the contract period.

1.8.4. Each Division Director or his/her assignee may request garment replacement for an employee during the contract period. If denied, the Vendor must provide justification as to why the request was denied. In the event of a dispute, final determination as to garment replacement shall rest with WVDA contract administrator or designee. The decision of WVDA contract administrator or designee shall be final and without recourse.

#### 1.9. SIZES

1.9.1. Measuring for the new garments for changeover shall be done by the Vendor at the delivery locations for each Division. The Vendor shall visit each location during changeover for the purpose of individually measuring all personnel for whom garments will be ordered. The Vendor must complete measurements for the initial garments and shall be in a position to deliver the garments to all participating employees no later than sixty (60) calendar days from time of the award. The Vendor shall schedule all measurements with each individual delivery location at a mutually agreed upon date and time.

1.9.2. "Measuring" shall include physical measurements taken by an experienced professional and "trying on" of a sample garment of the exact type and size that the employee will be ordering. It is the responsibility of the Contractor to provide a sufficient number of sample garments for this purpose whenever measurements are taken. No verbal measurements will be acceptable. Properly fitted garments shall be guaranteed.

1.9.3. Replacement garments for existing employees who have been measured previously may be sized from existing records with verification that the employee has not changed sizes. Any change in size shall be verified by physical measurement.

1.9.4. Each employee shall be allowed one size alteration per pant size, shirt size, coverall, and lab coats size per year.

1.9.5. This bid includes all sizes. This means, you must include the cost of short and long lengths, short and tall shirts, short and long inseams and sizes. Additionally, all sizes must be included and available from this contract.

#### 1.10. IDENTIFICATION EMBLEMS – LOGO EMBLEM

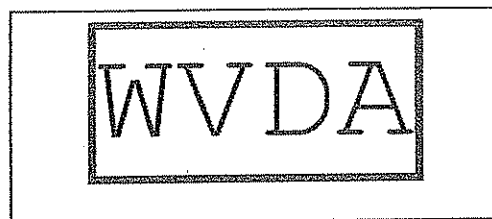
1.10.1. The patches shall be a minimum of 3.5" by 1.5". The background material shall be white with a 1/8" dark blue embroidered border. The dark blue embroidered color shall match the garment trouser color.

1.10.2. The emblem patch shall be attached over the left pocket and contain the letters WVDA, embroidered in dark blue.

1.10.3. The patches shall have a plastic coated backing, and the backing material shall consist of polyester cotton twill. The embroidery thread shall be rayon.

1.10.4. The successful bidder shall provide samples of the patch to WVDA for approval.

1.10.5. The bid price for the logo shall include the price of the patch and the price of the initial attachment to the shirt. There shall be no additional compensation to the Vendor for maintaining or replacing the patches.



#### 1.11. FLOOR MATS

1.11.1. Floor mats will be cleaned, maintained, and placed in service on a monthly basis.

1.11.2. Vendor will follow the mat placement schedule, by building, provided by the floor mat contact person. Additions shall only be through the contact person.

1.11.3. Mats are to be laundered with a low-odor detergent.

1.11.4. The backing shall be skid resistant on tile floors and the carpet shall be a minimum of 19 ounce pile, oil and grease resistant.

1.11.5. Vendor will supply, at the time of monthly delivery, a mat tracking sheet which lists by building the number of mats picked up from the previous week and the number of clean mats delivered.

#### 1.12. CONSUMER SERVICE

1.12.1. The Vendor shall set in place some type of customer service survey tool. Comment cards shall be made available to all employees for use to communicate with the Vendor. Quarterly reports summarizing surveys and comment card communications shall be delivered to the WVDA contract administrator or designee.

1.12.2. Mandatory semi-annual meetings between WVDA representatives and the Vendor will be scheduled during the course of the contract and all potential renewals.

#### 1.13. PAYMENT OF GARMENT RENTAL

1.13.1. Vendor shall provide weekly invoices at time of delivery and WVDA will process those invoices per week. If agreed upon by the Vendor invoices may be processed on a multi week bases.

1.13.2. The bid price shall remain in effect for the entire duration of the agreement period.

1.13.3. Vendor should accept State P-Card, which will be preferred method of payment of invoices.

1.13.4. Vendor shall provide quarterly and annual reports showing the quantities and dollar value of each item currently being rented.

**SPECIFIC REQUIREMENTS**

Employees may choose.

- One set of shirts with seasonal change
  - long sleeve shirts
  - short sleeve shirts
    - button down or polo
- One set of pants
- Two coats
- Two coverall

Item #	Description	Total units per set Laundered weekly.	Weekly charge for one set	Replacement cost for lost or severely damaged garments due to causes other than normal wear (each)
1	Men's long sleeve striped work shirt - button down, 65/35 poly/cotton, right and left chest pockets, pen pocket, stripe shirt color choice in blue or grey.	11	1.25/wk • 25 <sup>ea</sup>	15. <sup>00</sup>
2	Men's Long sleeve solid work shirt - button down, 65/35 poly/cotton, right and left chest pockets, pen pocket, solid shirt color choice in blue or grey.	11	1.25/wk • 25 <sup>ea</sup>	15. <sup>00</sup>
3	Men's Short sleeve striped work shirt - button down, 65/35 poly/cotton, right and left chest pockets, pen pocket, stripe shirt color choice in blue or grey.	11	1.25/wk • 25 <sup>ea</sup>	15. <sup>00</sup>
4	Men's Short sleeve solid work shirt - button down, 65/35 poly/cotton, right and left chest pockets, pen pocket, solid shirt color choice in blue or grey.	11	1.25/wk • 25 <sup>ea</sup>	15. <sup>00</sup>

5	Men's polo shirt - 3 button down, 100% poly or poly cotton blend, chest pocket, solid and or stripe colors choice in blue or grey.	<del>1.75/wk</del> 11	1.75/wk .35 <sup>ea</sup>	18. <sup>00</sup>
6	Women's long sleeve striped work shirt - button down, 65/35 poly/cotton, right and left chest pockets, pen pocket, stripe shirt color choice in blue or grey.	11	1.25/wk .25 <sup>ea</sup>	15. <sup>00</sup>
7	Women's Long sleeve solid work shirt - button down, 65/35 poly/cotton, right and left chest pockets, pen pocket, solid shirt color choice in blue or grey.	11	1.25/wk .25 <sup>ea</sup>	15. <sup>00</sup>
8	Women's Short sleeve striped work shirt - button down, 65/35 poly/cotton, right and left chest pockets, pen pocket, stripe shirt color choice in blue or grey.	11	1.25/wk .25 <sup>ea</sup>	15. <sup>00</sup>
9	Women's Short sleeve solid work shirt - button down, 65/35 poly/cotton, right and left chest pockets, pen pocket, solid shirt color choice in blue or grey.	11	1.25/wk .25 <sup>ea</sup>	15. <sup>00</sup>
10	Women's polo shirt - 3 button down, 100% poly or poly cotton blend, chest pocket, solid and or stripe colors choice in blue or grey.	11	1.75/wk .35 <sup>ea</sup>	15. <sup>00</sup>

Item #	Description	Total units per set launched weekly.	Weekly charge for one set	Replacement cost for lost or severely damaged garments due to causes other than normal wear (each)
11	Men's work pants - 65/35 poly/cotton, large slack-style front pockets, hip pockets, color choice in blue or grey.	11	1.50/wk .30 <sup>ea</sup>	18. <sup>00</sup>
12	Women's work pants - 65/35 poly/cotton, large slack style front pockets, hip pockets, color choice in blue or grey.	11	1.50/wk .30 <sup>ea</sup>	18. <sup>00</sup>

Item #	Description	Total units per set Laundered weekly.	Weekly charge for one set	Replacement cost for lost or severely damaged garments due to causes other than normal wear (each)
13	Hip length jacket - 65/35 poly/cotton, quilted lining, stand up collar, cuffs, front pockets, zipper front, pencil pocket, color choice in blue or grey.	2	25 <sup>wk</sup>	29. <sup>00</sup>
14	Waist length work jacket - 65/35 poly/cotton, waistband, side slash pockets, zipper front, pencil pocket, color choice in blue or grey.	2	25 <sup>wk</sup>	29. <sup>00</sup>

Item #	Description	Total units per set Laundered weekly.	Weekly charge for one set	Replacement cost for lost or severely damaged garments due to causes other than normal wear (each)
15	Fire resistant coveralls - zip front coverall with a minimum ATPV ≥ 8 HRC 2 rating.	2	2.50 <sup>ea. wear</sup>	45. <sup>00</sup>
16	Coveralls - 65/35 poly/cotton, unlined, two way zipper, pass through side pockets, color choice in blue or grey.	2	1.50 <sup>ea. wear</sup>	32. <sup>00</sup>

Item #	Description	Total units per set Laundered weekly.	Weekly charge for one set	Weekly charge Automatic Loss Replacement one set
17	Shop towels -durable absorbent 12 inch x12 inch minimum size	50	3.50 <sup>wk</sup> 0.05 <sup>ea.</sup>	40 x 9 towels 2.00/wk
18	Print shop towels 18 x 18	30	3.30 <sup>wk</sup> 0.11 <sup>ea.</sup>	40 x 3 towels 1.00/wk

6 7

19	Twin fold massage towels 16 x 30	16	464/lot 29 ea 15/wk	NO. APPL. 77 ea
20	Soda/Kitchen Bar/ Mop Ribbed	100	19 ea	NO. APPL. 75 ea

Item #	Description	Total units per set Laundered weekly.	Weekly charge for one set	Replacement cost for lost or severely damaged garments due to causes other than normal wear (each)
21	LABORATORY COATS - Knee length, button front closure: one left breast pocket, two lower patch pockets, side openings, notched collar, permanent press, white	26	50.96/wk for 13 weeks 3.92 ea. week	16.35

TOTAL OF ALL WEEKLY CHARGES -- ITEMS # 1 THROUGH #21  
 WEEKLY CHARGE MULTIPLIED BY 52 FOR ANNUAL CHARGE  
 TOTAL OF REPLACEMENT COSTS -- ITEMS #1 THROUGH #21

TOTAL \$ 112,651/wk  
 TOTAL \$ 5,857.80  
 TOTAL \$ 166.40 Air re/fee

SUB TOTAL OF ALL CALCULATED ANNUAL COSTS -- ITEMS #1 THROUGH #21

SUBTOTAL \$ 6,024.20

Floor Mat Schedule GRDACA

- |                 |   |
|-----------------|---|
| <u>Building</u> | <u>Location and (size)</u>                                    |
| 1.)             | Air lock (4x6) and main entrance (4x6)                        |
| 2.)             |   |
|                 | a. Basement air handler room (4x6)                            |
|                 | b. Parking lot entrance stair wells 2@(3x4)                   |
|                 | c. Main entrance air lock (4x6) and lobby 2@(4x6) and 2@(3x4) |
| 5.)             |   |
|                 | a. Basement - both entrances 2@(3x4)                          |
|                 | b. Air lock (3x4) and main entrance (3x4)                     |
| 6.)             |   |
|                 | Air lock (3x4), main entrance (3x4), and south entrance (3x4) |

- 7.)
  - a. First floor main air lock (4x6), side entrance (4x6) (3x4), and conference exit (3x4)
  - b. Second floor entrance 2@(3x4)
  
- 9.)
  - 11.)
    - East end (3x10), South (3x4), West (4x6), and North (3x4)
  - a. First floor 6@(3x4) and (3x10)
  - b. Second floor 2@(3x4) and(3x10)
- 12.)
  - 13.)
    - Main entrance and stair well exit 2@(3x4)
  - a. First floor 3 (3x4)
  - b. Second floor 1 (3x4) and 1 (3x5)
- 14.)
  - 17.)
    - Main entrance 1 (4x6)
  - a. Main Entrance 1 (4x6)
  - b. Assistant Director's Office 1 (3x4)

Item #	Mat Size	Mat Color	Current arrangement	Monthly rental	Replacement cost (per each size)
22	3 foot x 4 foot	Brown	32	2.50	46 <sup>00</sup> <del>80</del>
23	3 foot x 10 foot	Brown	3	3.90	80 <sup>00</sup>
24	4 foot x 6 foot	Brown	11	3.80	60 <sup>00</sup>

TOTAL OF ALL MONTHLY CHARGES -- ITEMS # 22 THROUGH #24      TOTAL \$ 126.90  
 MONTHLY CHARGE MULTIPLIED BY 12 FOR ANNUAL CHARGE      TOTAL \$ 1522.80  
 TOTAL OF REPLACEMENT COSTS -- ITEMS #22 THROUGH #24      TOTAL \$ 2180 (only x cost)

SUB TOTAL OF ALL CALCULATED ANNUAL COSTS -- ITEMS #22 THROUGH #24      SUBTOTAL \$ 1522.80

GRAND TOTAL OF ANNUAL COSTS FROM SUBTOTALS ITEMS #1 THROUGH #24      GRAND TOTAL \$ 7547<sup>00</sup>



**VENDOR PREFERENCE CERTIFICATE**

16

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:  
 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,  
 Bidder is a partnership, association or corporation resident vendor and 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 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,  
 Bidder is a 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:  
 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,
3. Application is made for 2.5% resident vendor preference for the reason checked:  
 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked:  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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 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: ARAMARK Signed: Robert D Moore III  
 Date: 28 SEP 09 Title: District Manager

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**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 materials, 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.

**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. 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>.

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

Vendor's Name: ARAMARK UNIFORM SERVICES  
Authorized Signature: Robert D. [Signature] Date: 29 SEP 09