



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

Solicitation

NUMBER
6613C028

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 804-558-2402

P U R C H A S I N G

*907093242 606-325-3777
 CINTAS FIRST AID & SAFETY
 PO BOX 2375
 4125 WINCHESTER AVE
 ASHLAND KY 41105

S H I P T O

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
05/02/2013

BID OPENING DATE:

05/29/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	WK		984-36-01-003		
UNIFORM SERVICE						
REQUEST FOR QUOTATION (OPEN-END CONTRACT)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR UNIFORM RENTAL SERVICE PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6613C028 ***** TOTAL:						
07/02/13 03:48:25 PM West Virginia Purchasing Division						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

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A **MANDATORY PRE-BID** meeting will be held at the following place and time:

<p>West Virginia Purchasing Division 2019 Washington Street, East Charleston, WV 25305</p> <p>05/16/2013 - 10:00 A.M.</p>

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 05/21/2013

Submit Questions to:

Alan Cummings

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: Alan Cummings
 SOLICITATION NO.: 6613C028
 BID OPENING DATE: 6/12/2013
 BID OPENING TIME: 1:30 p.m.
 FAX NUMBER: 304-755-0593

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

05/29/2013 - 1:30 P.M.

Bid Opening Location:

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

 and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

] **Commercial General Liability Insurance:**
 or more.

] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

[] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]	
[]	
[]	
[]	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

n/a	for	n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and 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. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Cintas Corporation
(Company)

Mike Mullen
(Authorized Signature)

Mike Mullen - General Mgr.
(Representative Name, Title)

304-755-0590 304-755-0593
(Phone Number) (Fax Number)

6/10/13
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6613C028

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Cintas Corporation
Company

Mike Mullen
Authorized Signature

6/10/13
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end, rental contract for a Uniform Rental Service Contract to include weekly pickup and drop off of uniforms, laundering and maintenance services for approximately 2,600 transportation workers.

The Uniform Rental Service Contract shall provide WVDOH employees involved in maintaining our roads and bridges in traffic related areas a more visible and reflective work uniform for their safety and protection creating a safer work environment decreasing the likelihood of worker fatalities or injuries caused by motor vehicles and construction vehicles and equipment.

1.1 Transition Contract Period:

1.1.1 The current extended Contract will remain in effect after award of this new Contract to fulfill the requirements of the initial measuring, manufacturing, sewing and delivery of the new uniforms to the WVDOH employees participating in the program so that the employees can remain in full uniform, with no lapse in service. The awarded Vendor shall initially have a total of ninety (90) days to measure, manufacture, sew and deliver complete uniform sets to all current WVDOH employees participating in the rental program. Refer to Section 6.1 of these specifications for the WVDOH expected timeline.

1.1.2 Upon expiration of this new Contract, the expired Contract will remain in effect after award of the next Contract to fulfill the same requirements as Section 1.1.1.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “**Contract Item**” or “**Contract Items**” means the list of items identified in Section 3, Subsection 1 below. “**Contract Item**” or “**Contract Items**” or “**Garments**” used throughout this RFQ are interchangeable.

2.2 “**Pricing Pages**” means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

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- 2.3 "RFQ" means the official Request for Quotation published by the Purchasing Division and identified as 6613C028.
- 2.4 "WVDOH" used throughout this RFQ means the West Virginia Division of Highways.
- 2.5 "ANSI" used throughout this RFQ means the American National Standards Institute. Reference: www.ansi.org.
- 2.6 "ANSI Class 2 High Visibility" used throughout this RFQ shall meet Industry Standards ANSI/ISEA 170-2004 Class Standards which include: 775 square inches high visibility fabric and 201 square inches reflective tape for those workers working near traffic speeds of greater than 25 miles per hour.
- 2.7 "Enhanced Visibility" used throughout this RFQ shall mean "To enhance the visibility of a garment". There are no governmental regulations/standards mandating the measurement/style of enhancement required to be added to a garment. Enhancements to the garments rented on this Contract shall be no less than 74 linear inches of reflective tape per shirt and no less than 36 linear inches of reflective tape per pant.
- 2.8 "Contractor" or "Vendor" used throughout this RFQ and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications, the January 1, 2012 Supplemental Specifications and the January 1, 2013 Supplemental Specifications are interchangeable.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items or Garments and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items, on a rental basis, listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

All WVDOH employees participating in this program shall be assigned 11 sets of uniforms at all times. One uniform set shall consist of a t-shirt or work shirt and a work pant. The program shall work as such that that WVDOH employee shall maintain 6 sets of uniforms in his or her possession for use during one work week while 5 sets of uniforms of the same WVDOH employee are being laundered and repaired. This shall continue throughout the length of this contract as long as the WVDOH employee is participating in the program. Replacement of any garment included within the 11 sets of uniforms

shall be in conjunction with the requirements of Section 3.1.7 of this contract so that the WVDOH employee maintains 11 sets of uniforms at all times.

All garments are rental items and shall remain the property of the awarded Vendor.

3.1.1 Garments: Pricing Page, Exhibit A.1. Pricing shall be per garment, not per uniform set.

3.1.1.1 ANSI Class 2 High Visibility and Enhanced Visibility T-Shirts and Work Shirts. The Vendor shall provide both long sleeve and short sleeve garments. The WVDOH employees participating in this program will have the choice of sleeve length based on individual preference, seasonal climate or a combination of both sleeve lengths.

- ANSI Class 2 High Visibility Short Sleeve T-Shirts shall be Lime Yellow in color, 100% Polyester Material with a left chest pocket
- ANSI Class 2 High Visibility Short Sleeve and Long Sleeve Button Down Work Shirt shall be Lime Yellow in color, 100% Polyester Material with left and right chest pockets
- Enhanced Visibility Short Sleeve and Long Sleeve Button Down Work Shirt shall be Dark Navy Blue in color, 100% Cotton Material with left and right chest pockets

3.1.1.2 Enhanced Visibility Work Pants. The Vendor shall provide both men's cut and women's cut.

- Enhanced Visibility Work Pant shall be Dark Navy Blue in color, a blended Material of 65% Polyester and 35% Cotton sized in men's cut and women's cut.
- Enhanced Visibility Work Pant shall be Dark Navy Blue in color, 100% Cotton Material and sized in men's cut and women's cut.

3.1.1.3 Enhanced Visibility Coveralls

- Enhanced Visibility unlined Coveralls shall be Flame Resistant, Dark Navy Blue in color, 100% Cotton Material, 2-way Zipper and left and right chest pockets

3.1.1.4 ANSI Class 2 High Visibility Jacket

- ANSI Class 2 High Visibility three-season jacket shall be Lime Yellow in color, 100% Polyester Material

3.1.1.5 WVDOH Identification/Logo Patch

- The WVDOH patch should be sized at 2 ½" x 4 ½" and shall be applied to each shirt, coveralls and jackets over the left pocket area in a manner to permanently affix the patch to the garment.

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- The patch shall be white material with a 1/8" dark blue embroidered border and dark blue embroidered "WVDOH" letters. The embroidery thread shall match the same color of dark blue as the work pant.
- The patch backing shall have a plastic coated backing which shall consist of polyester/cotton twill. The embroidery thread shall be rayon.
- The Vendor's bid price for the patch shall include the price of the patch and the price of the initial attachment to the shirt, coveralls or jackets. There shall be no additional compensation to the Vendor for maintaining or replacing the patches.
- Please see Example A attached for an example of the size and style of the patch.

Note 1: Referring to the Pricing Page, Exhibit A.1, Contract Items 1 through 5 shall be the preferred uniform set for all WVDOH employees participating in the program. Contract Items 8 through 11 shall be provided to a WVDOH employee ONLY after approval by the WVDOH Human Resources Division. No WVDOH employee may choose Contract Items 8 through 11 without prior written approval.

- 3.1.2** All Contract Items shall remain the property of the Contractor and considered rental items. The Contractor shall provide all storage and inventory of garments. At no time shall the WVDOH employee or the State of WV assume storage for any garment that is not currently in the possession of a WVDOH employee such as, but not limited to, Seasonal Sleeve Change-Out. See Section 3.1.9.
- 3.1.3** Each garment shall have a laundry mark or other identification device for the purpose of identifying and tracking each article of clothing for the individual WVDOH employee. This mark should be located in the shirt tail of all shirts and jackets. This mark should be located in the waist band of all pants.
- 3.1.4** Vendor shall launder garments to the highest industry standards with hypoallergenic detergents on a weekly basis. Uniforms not cleaned to the satisfaction of the WVDOH shall be returned to the Vendor for re-laundering until the uniform is cleaned to the WVDOH's satisfaction. The Vendor shall not assess an additional charge for the re-laundering of any garment.

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- 3.1.5** The Vendor shall be responsible for the repair of all damage to the garments. As WVDOH employees must maintain a professional appearance, all garments shall be maintained in a constant state of superior condition, with buttons and snaps securely attached and missing buttons and snaps replaced. Repairs shall be expeditiously remedied and the garment returned as part of the next delivery throughout the life of the contract. The Vendor shall not charge for uniforms that are returned for repair necessitated by normal wear and tear. Failure of the Vendor to repair garments to a satisfactory condition or provide a replacement shall be cause to withhold the next semi-monthly payment until the repair is accomplished.
- 3.1.6** Standard alterations shall be done by the Vendor at no additional charge which will include sleeve length and pant length.
- 3.1.7** Garments in circulation, considered unsightly by the WVDOH and not meeting superior conditions due to mending, stains, rips, excess wear and/or no longer meeting ANSI visibility standards shall be replaced with inventoried garments of the appropriate size by the Vendor at no additional cost to the WVDOH. If inventory garments of like style and size are not available, the Vendor shall provide the WVDOH employee a new garment. The WVDOH will pay the Vendor for the new garment per Pricing Page, Exhibit A.2, Replacement Cost at the sliding scale described below in Note 2.

Note 2: New garments - the WVDOH will pay Replacement Costs Pricing Page, Exhibit A.2 based on the following sliding scale:

- Garment in circulation from 0 thru 5 months, Replacement Cost will be paid at 100% by the WVDOH
- Garment in circulation from 6 thru 11 months, Replacement Cost will be paid at 50% by the WVDOH
- Garment in circulation from 12 thru 17 months, Replacement Cost will be paid at 25% by the WVDOH
- Garment in circulation over 18 months, Replacement Cost will be paid by the Vendor.

If the Vendor denies replacement, the Vendor must provide justification as to why the request is denied. In the event of a dispute, the final determination as to uniform replacement shall rest with the WVDOH. The decision of the State of WV shall be final and without recourse.

3.1.8 Sizing of Employees for Garments:

3.1.8.1 This Contract shall include all sizes. The Vendor's bid costs for each shirt style shall include short and long sleeve length and short and tall shirt tail length. The Vendor's bid costs for each pant style shall include short and long inseams. All sizes must be included and available from this

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contract. There will be no extra costs associated with larger sized garments.

3.1.8.2 Measuring for the new uniforms shall be performed by the Contractor and held at set locations as provided to the Vendor by the WVDOH. The measuring for current WVDOH employees in the program shall be completed no later than fifteen (15) working days after award of the contract. For measuring of new WVDOH employees to the program, measuring shall be performed by the Contractor at the WVDOH employee's pickup/drop off location and delivery of garments shall be completed within fifteen (15) working days after the Vendor is advised of the new WVDOH employee entering the program.

Note 3: Measuring shall include physical measurements taken by an experienced professional including "trying on" of a sample garment of the exact style/type and size that the employee will be ordering. It is the responsibility of the Vendor to provide a sufficient number of sample garments for this purpose whenever measurements are taken. Verbal measurements will not be acceptable. Proper fit of a garment shall be guaranteed.

3.1.8.3 At any time during the term of this contract, re-sizing for WVDOH employees currently in the program who have been measured previously under this contract, may be re-measured if the WVDOH employee feels need to change the current size due to weight fluctuations or any other viable factor as determined by the WVDOH. Measuring shall be taken in accordance to 3.1.8.2 Note 3 of these specifications and only at the request of the WVDOH Coordinator.

3.1.9 Seasonal Sleeve Change Out: The Vendor shall work with each WVDOH District to establish a "sleeve length change-out" period, twice a year to coincide with seasonal weather changes to accommodate the WVDOH employee requesting long sleeve shirts for the colder season and short sleeve shirts for the warmer season. The "sleeve length change-out" shall be administered by the Vendor at no additional cost to the WVDOH. The Vendor shall be responsible to provide all storage and inventory of garments not currently being worn by a WVDOH employee. Example: During the short sleeve shirt season, the Vendor shall provide storage for all long sleeve shirts not in use by a WVDOH employee.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a rental price on all Contract Items. The Contract shall be awarded to the Vendor that

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provides the Contract Items meeting the required specifications for the lowest overall total cost.

Award of the Contract shall be based on the Grand Total bid amount of the Extended Weekly Rental Cost plus Extended Logo Patch Cost from Pricing Page Exhibit A.1 and the Extended Replacement Cost from Pricing Page, Exhibit A.2.

This Grand Total bid amount shall be noted on Grand Total Page, Exhibit A.3.

The estimated rental volume and estimated replacement volume represents the approximate volume of anticipated rentals and replacements ONLY. No future use of the Contract or any individual item is guaranteed or implied.

4.2 Pricing Pages:

4.2.1 Pricing Pages, Exhibit A.1:

Vendor should complete Pricing Page, Exhibit A.1 by providing One Weekly Unit Rate for each Contract Item. Vendor should complete Pricing Page, Exhibit A.1 in its entirety as failure to do so may result in Vendor's bid being disqualified.

One Weekly Unit Rate for Contract Items 1 through 5 shall equal weekly rental of 11 each of the garment plus weekly laundering and delivery by the Vendor for five each of these garments.

One Weekly Unit Rate for Contract Item 6 shall equal weekly rental of two each of a garment plus weekly laundering and delivery by the Vendor for one each of the garments.

One Weekly Unit Rate for Contract Item 7 shall equal weekly rental of two each of the garment plus monthly laundering and delivery by the Vendor for one each of the garments.

One Weekly Unit Rate for Contract Items 8 through 11 shall equal weekly rental of 11 each of the garment plus weekly laundering and delivery by the Vendor for five each of these garments.

One Unit Rate for item 12 shall equal one each cost. There is no rental rate considered for this item.

Pricing Page, Exhibit A.1 contains a list of the Contract Items and estimated rental volume. The estimated rental volume for each Contract

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Item represents the approximate volume of anticipated rentals only. No future use of the Contract or any individual item is guaranteed or implied.

4.2.2 Pricing Page, Exhibit A.2:

Vendor should complete Pricing Page, Exhibit A.2 by providing a Replacement Cost Rate for each Contract Item. Vendor should complete Pricing Page A.2 in its entirety as failure to do so may result in Vendor's bid being disqualified.

Pricing Page, Exhibit A.2 contains a list of the Contract Items and an estimated number of replacements per Contract Item during the first year. The estimated replacement volume for each item represents the approximate volume of anticipated replacements only. No replacement is guaranteed or implied.

4.2.3 Pricing Page, Exhibit A.3:

Vendor should complete Pricing Page, Exhibit A.3 by providing a Grand Total bid amount. Award of the Contract shall be based on the Grand Total bid amount. Vendor should complete Pricing Page, Exhibit A.3 in its entirety as failure to do so may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:
alan.w.cummings@wv.gov.

- 4.3 SAMPLES SUBMITTED WITH PRICING PAGES: The Vendor should submit samples of the exact materials, quality, workmanship, style and color of the garments and patch proposed in their bid response for each Contract Item on the Pricing Pages, Exhibit A.1. The Vendor's proposed laundry mark or identification device for each garment should be submitted. The samples submitted should be an example to the WVDOH that the Vendor can provide garments which meet the requirements contained in this RFQ. If the Vendor chooses not to provide samples with their bid response, if requested by the State of WV, the Vendor shall provide samples to the State of WV within 24 hours of the request. Samples will be returned to the Vendors NOT being awarded this contract.**

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** The Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

Payment for weekly rental, Pricing Page, Exhibit A.1 shall be made to the Vendor semi-monthly on the 15th and last day of each month. Payment for Replacement Garments shall be made to the Vendor according to Pricing Page, Exhibit A.2 and Section 3.1.7 of these specifications.

6. DELIVERY AND RETURN:

6.1. Delivery Timeframe of Garments:

6.1.1 The Vendor shall have ninety (90) days from the award of the contract to provide new garments to all WVDOH employees participating in the program. This initial ninety (90) day implementation shall include:

- The first fifteen (15) days should be allotted for measuring of each WVDOH employee participating in the program.
- The next sixty (60) days should be allotted for manufacturing and sewing of each WVDOH garment.
- The final fifteen (15) days should be allotted for delivery of each WVDOH employee's sets of uniforms.
- After the initial measuring, manufacturing and sewing is complete of all WVDOH employees participating in the program and the new garments are ready for delivery to the WVDOH by the Vendor, the Vendor shall coordinate the initial delivery with the WVDOH District Coordinators.

Note 4: The WVDOH encourages the Vendor to complete each deadline sooner than the established deadlines, where possible.

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6613C028 Uniform Rental Service Contract

6.1.2 After the initial ninety (90) day implementation of the program, any new WVDOH employee who joins the program shall be provided garments of equal quality to those of their fellow employees within fifteen (15) days after the Vendor is advised.

6.2 Weekly Delivery, Inspection and Pickup of Garments:

6.2.1 A WVDOH District Coordinator will be assigned to each District along with an assigned Sub-Coordinator for each WVDOH Pickup/Delivery location.

6.2.2 The Vendor shall maintain weekly mandatory delivery to the locations identified on the attached WVDOH Pickup/Delivery Locations Pages, Exhibit B. A delivery ticket is required for each week's pickup/delivery from each Pickup/Delivery Location.

6.2.2.1 A set scheduled time shall be established with the WVDOH and the Contractor for each WVDOH Pickup/Delivery Location. Any deviation from this schedule must be approved by the WVDOH Sub-Coordinator and District Coordinator for this location. The Contractor must contact the WVDOH Sub-Coordinator two (2) weeks in advance or in an emergency situation, as soon as possible to arrange for a different time. This shall only be on rare occasions, handled on a case-by-case basis and only if acceptable and convenient to the WVDOH Sub-Coordinator.

6.2.2.2 The WVDOH Sub-Coordinator shall inspect all laundered garments delivered prior to the Contractor's representative leaving the WVDOH Pickup/Delivery Location. Any garment that does not pass the WVDOH Sub-Coordinator's initial inspection shall be returned to the Contractor's representative for re-laundering at no additional charge to the WVDOH, at that time.

6.2.3 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 semi-monthly payment, without replacement charged to the WVDOH.

6.2.4 Additions and/or deletions to the WVDOH Pickup/Delivery Locations Pages, Exhibit B may be made upon written notification by the WVDOH via a Change Order to the Contract at no additional charge to the WVDOH.

6.2.5 The number of employees at any WVDOH Pickup/Delivery Location, Exhibit B may vary over the life of this contract.

6.3 Late Delivery of Garments: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the WVDOH location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.
- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense according to the requirements set forth in Section 6.2 of these specifications.
- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee. Contract Items shall be placed into the WVDOH inventoried items for future use.

7. CONTRACT RENEWAL REQUIREMENTS:

- 7.1 Renewal:** After the initial one year contract has completed, the WVDOH has the option to renew the Contract including all subsequent change orders for two additional one year renewal periods.
- 7.2 Price Adjustment:** The Vendor shall be advised, if the Vendor should foresee a possible Price Adjustment upon any renewal, during renewal discussions with the Vendor, the WVDOH may consider a proposed Price Adjustment which will only be accepted upon final approval by the West Virginia Purchasing Division. Such increase shall be for applicable pass-through costs only.
- 7.3 Replacement Garments:** At the beginning of each renewal period, as the WVDOH deems necessary, the Vendor shall replace any garment in circulation over eighteen (18) months as part of the renewal option, at no additional cost to the WVDOH. Additionally, any WVDOH employee may be measured and sized again according to Section 3.1.8 of these specifications. It shall be the responsibility of the Vendor to track the life-cycle of each garment.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** The Vendor shall supply only Contract Items submitted in response to this RFQ unless a contract modification is approved in accordance with the provisions contained in this contract.
- 8.2 Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its

REQUEST FOR QUOTATION
6613C028 Uniform Rental Service Contract

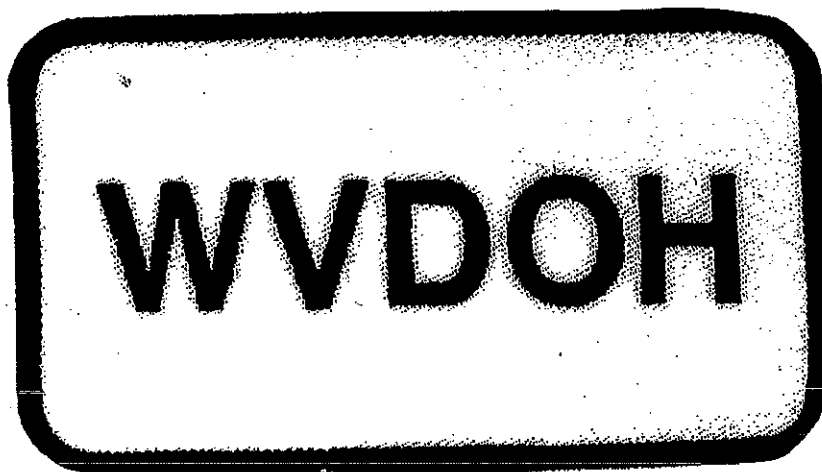
bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.

- 8.3 Reports:** The Vendor shall provide quarterly reports and annual summaries to the WVDOH, upon request. An example of the type of quarterly reports and annual summaries shall be those showing the items rented, quantities of items rented, life-cycle of each item rented, total dollar value of the items rented as well as replaced items, quantities of replaced items and the total dollar value of the replaced items. Failure to supply such reports may be grounds for cancellation of this Contract. The Vendor shall provide these types of reports and summaries at no additional cost to the WVDOH.
- 8.4 Customer Service:** During the life of this Contract, the Vendor must provide customer service availability at a toll-free number Monday through Friday, from 7:30 am to 5:00 pm. Customer service representatives must be familiar with the specifications of this Contract, Pricing Pages, Exhibit A and WVDOH Pickup/Delivery Locations Pages, Exhibit B.
- 8.5 Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary Contract Manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service issues or other issues related to this Contract. The Vendor should list its Contract Manager and his/her contact information below. The Contract Manager shall be available to attend mandatory semi-annual meetings with the WVDOH or at any other designated time that the WVDOH feels that a meeting is needed.

Contract Manager Name: Mike Mullen
 Telephone Number: 304-755-0590
 Fax Number: 304-755-0593
 Email Address: mullenm@cintas.com

If at any time during the life of this Contract that there is a change in Contract Managers, the Vendor shall notify the WVDOH Central Office as soon as possible.

Example A



The WVDOH patch should approximately be sized at 2 1/2"x 4 1/2". The patch shall be white material with 1/8" dark blue embroidered border and dark blue embroidered "WVDOH" letters. The patch shall have a plastic coated backing which shall consist of polyester/cotton twill. The embroidery thread shall be rayon.

District One Locations	Location Address
1	1334 Smith Street Charleston, WV 25301
2	2800 West Washington Street Charleston, WV 25312
3	Poverty Lane Nitro, WV 25143
4	704 Winfield Road St. Albans, WV 25177
5	801 Ruffner Avenue Charleston, WV 25311
6	3134 Amma Road Amma, WV 25005
7	75 Pickens Road Nitro, WV 25143
8	4476 Tripplett Ridge Road Clay, WV 25043
9	2266 Pennsylvania Avenue Charleston, WV 25302
10	2334 MacCorkle Avenue St. Albans, WV 25177
11	14987 MacCorkle Avenue Chelyan, WV 25035
12	Allen's Fork Sissonville, WV 25320
13	115 Frame Road Elkview, WV 25071
14	Rock Creek Danville, WV 25053
15	2702 Jackson Avenue Pt. Pleasant, WV 25550
16	401 Champion Drive US Route, 119 Corridor G South Charleston, WV 25309
17	WV Route 62, Box 2 Red House, WV 25168
18	3304 Teays Valley Road Hurricane, WV 25526
19	180 Dry Branch Road Charleston, WV 25306

District Two Locations	Location Address
1	6200 US Route 60, East Barboursville, WV 25504
2	7338 State Route 10 Harts, WV 25524
3	WV Route 214 Yawkey, WV 25571
4	WV Route 44 Wilkinson, WV 25653
5	1 Highway Garage Road Williamson, WV 25661
6	326 Central Avenue Wayne, WV 25570
7	1029 9th Street, West Huntington, WV 25704
8	801 Madison Avenue Huntington, WV 25701
9	3100 16th Street Road Huntington, WV 25701
10	US Route 119 Chapmanville, WV 25508

District Three Locations	Location Address
1	HC 89, Box 155 Millstone, WV 25261
2	Claylick Road Ripley, WV 25271
3	201 Second Street Belmont, WV 26134
4	Route 1, Box 92 Harrisville, WV 26362
5	269 Charleston Road Spencer, WV 25276
6	610 Schoolview Street Elizabeth, WV 26143
7	905 Lubeck Avenue, Route 95 Parkersburg, WV 26101
8	636 Depot Street, Sign Shop Parkersburg, WV 26101
9	92 Ritchie Industrial Park Road Pennsboro, WV 26415
10	Mill Run Road, I-77, APD 50 Parkersburg, WV 26101
11	2600 Medina Road Ravenswood, WV 26164
12	3134 Amma Road (Seasonal - WINTER) Amma, WV 25005 (12/1 thru 3/31)

District Four Locations	Location Address
1	Old Route 50 Smithburg, WV 26436
2	Route 20, 119 Railcross Road Gore, WV 26301
3	916 Country Club Road Fairmont, WV 26554
4	US Route 250, 1396 East Main Street Mannington, WV 26582
5	1510 Grafton Road Morgantown, WV 26508
6	WV Route 7, 5861 Mason Dixon Highway Pentress, WV 26544
7	216 St. Joe Road Albright, WV 26519
8	US Route 50, 23236 George Washington Highway Aurora, WV 26705
9	WV Route 26, South 14115 North Preston Highways Bruceton Mills, WV 26525
10	US Route 50, East Fellowsville, WV 26410
11	WV Route 7, East 32353 Veteran's Memorial Highway Terra Alta, WV 26764
12	US Route 250, East Pruntytown, WV 26354
13	Meadowbrook Road Bridgeport, WV 26330
14	I-79, Exit 146, 95 Goshen Road Morgantown, WV 26508
15	I-79, Exit 110, 851 North Streetcar Way Lost Creek, WV 26385
16	I-68, Exit 15, 174 Casteel Road Bruceton Mills, WV 26525

District Five Locations	Location Address
1	1867 Rock Cliff Drive Martinsburg, WV 25401
2	HC 59, Box 245, Route 28 Petersburg, WV 26847
3	Corner of Route 42 and Route 50 Mt. Storm, WV 26739
4	HC 65, Box 232 (Jersey Mountain Road) Romney, WV 26757
5	Route 29, North Slanesville, WV 25444
6	US route 50, East Capon Bridge, WV 26711
7	2104 State Route 55 Moorefield, WV 26836
8	County Route 29, 386 Sperry's Run Road Baker, WV 26801
9	1301 Old Leetown Pike Kearneysville, WV 25430
10	HC 72, Box 72AA New Creek, WV 26743
11	Route 42 Elk Garden, WV 26717
12	Route 28 Short Gap, WV 26753
13	166 DOH Lane Berkeley Springs, WV 25411
14	16964 Cacapon Road, Route 9 Great Cacapon, WV 25422
15	Route 50 Burlington, WV 26710
16	1893 Rock Cliff Drive Martinsburg, WV 25401
17	Dry Run Road Burlington, WV 26710

District Six Locations	Location Address
1	WV Route 2, RD 2, Box 615 Wellsburg, WV 26070
2	WV Route 8, 1936 Veteran's Boulevard New Cumberland, WV 26047
3	WV Route 2, 100 Wheeling Avenue Glen Dale, WV 26038
4	3870 National Road Triadelphia, WV 26059
5	County Route 18, 730 Tyler Highway Sistersville, WV 26175
6	North State Route 2, Box 641 New Martinsville, WV 26155
7	1 DOT Drive Moundsville, WV 26041
8	566 Woodland Acres Road Wheeling, WV 26003
9	RD 5, Box 25 Cameron, WV 26033
10	RD 4, Box 269A Cameron, WV 26033
11	RD 1, Box 37A Glen Easton, WV 26039
12	US Route 250 Hundred, WV 26575
13	US Route 20 Pine Grove, WV 26419
14	4901 Middle Island Road Alma, WV 26320

District Seven Locations	Location Address
1	3531 US Route 33, East Glenville, WV 26351
2	937 US Route 19, South Weston, WV 26452
3	808 Point Mountain Road Webster Springs, WV 26288
4	51 Appalachian Highway Sutton, WV 26601
5	Route 1, Box 435 Burnsville, WV 26335
6	1001 State Street Gassaway, WV 26624
7	255 Depot Street Weston, WV 26452
8	309 Mudlick Road Weston, WV 26452
9	416 US Route 33, East Weston, WV 26452
10	1251 Buckhannon Road Route 1, Box 59A Phillippi, WV 26416
11	Route 10, Box 391C Buckhannon, WV 26201
12	US Route 33 and Brushy Fork Road Buckhannon, WV 26201

District Eight Locations	Location Address
1	131 Maple Avenue Franklin, WV 26807
2	US Route 33 Judy Gap, WV
3	County Route 21 Sugar Grove, WV 26815
4	County Route 15, Route 1, Box 51 Marlinton, WV 24954
5	Junction of Third Street and Payne Avenue Hillsboro, WV 24946
6	WV Route 28 Green Bank, WV 24944
7	Junction of US Route 219 and County Route 219/11 Elkins, WV 26241
8	County Route 53 Coalton-Punkintown Road Coalton, WV 26257
9	Junction of WV Route 32 and US Route 33 Harman, WV 26270
10	US Route 219 Mill Creek, WV 26280
11	County Route 45 Pickens-Helvetia Road Pickens, WV 26230
12	WV Route 15 Valley Head, WV 26294
13	Route 3, Box 43 Parsons, WV 26287
14	WV Route 32 Thomas, WV 26292
15	US Route 219 1101 North Randolph Avenue Elkins, WV 26241

District Nine Locations	Location Address
1	146 Stonehouse Road Lewisburg, WV 24901
2	3121 East Main Street Oak Hill, WV 25901
3	County Route 11 and US Route 60 4064 Clifftop Road Lookout, WV 25868
4	700 North Jefferson Street Lewisburg, WV 24901
5	I-64, Exit 156 157 Midland Trail, West, US Route 60 Crawley, WV 24931
6	HC 83, Box 5A Union, WV 24983
7	Intersection of US Route 219 and WV Route 12 511 Ballard - Red Sulphur Parkway Peterstown, WV 24963
8	777 Turnpike Road Summersville, WV 26651
9	Craigsville, WV 26205
10	HC 77, Box 99 Hinton, WV 25951
11	331 Brush Road Lewisburg, WV 24901
12	2084 Webster Road Summersville, WV 26651
13	5727 Midland Trail, US Route 60, Falls View Charlton Heights, WV 25040
14	I-64, Exit 175 to US Route 60, East 297 John H. Bowling Jr. Lane Harts Run, WV 24925
15	US Route 19/WV Route 55 Interchange 50 State Garage Road - Muddlety Summersville, WV 26651

Pricing Page
Exhibit B

Uniform Rental and Cleaning Program
WVDOH Pickup/Delivery Locations

6613C028

District Ten Locations	Location Address
1	379 Market Road Beckley, WV 25801
2	454 New Hope Road Princeton, WV 24740
3	270 Hardwood Lane Princeton, WV 24740
4	100 Headquarters Lane Havaco, WV 24801
5	WV Route 97, Bearhole Road Pineville, WV 24874
6	301 Ambrose Lane Princeton, WV 24740

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

- ____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Cintas Corporation

Signed: Mike Muller

Date: 6/7/13

Title: General Manager

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Cintas Corporation

Authorized Signature: Mike Mullen Date: 6/7/13

State of West Virginia

County of Putnam, to-wit:

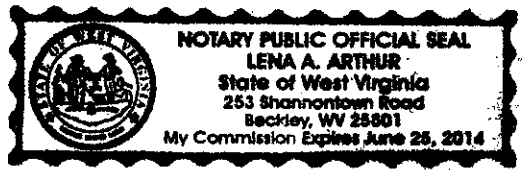
Taken, subscribed, and sworn to before me this 7 day of June, 2013

My Commission expires June 25, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC Lena A. Arthur

Purchasing Affidavit (Revised 07/01/2012)



NOTE:
Vendor and Notary's date must be the same.
Notary required to AFFIX SEAL on Purchasing Affidavit.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. c/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Cintas Corporation and its Subsidiaries 6800 Cintas Blvd P.O. Box 625737 Cincinnati OH 45262 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Co Of Ct		25682
	INSURER B: Travelers Property Cas Co of America		25674
	INSURER C: Westchester Fire Insurance Company		10030
	INSURER D:		
	INSURER E:		

COVERAGES	CERTIFICATE NUMBER: 570050209741	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>			HC2EGLSA472M4731TCT12	07/01/2012	07/01/2013	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp/Col \$0 Ded.			HC2E CAP 472M4651-12 AOS	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION			G22035277007 SIR applies per policy terms & conditions	07/01/2012	07/01/2013	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HC2JUB472M470612 WC-AOS	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER WV Department of Highways Building 5, Room 109 1900 Kanawha Blvd. E. Charleston WV 25305 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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Vendor should complete Pricing Page, Exhibit A.1 by providing One Weekly Unit Rate for each Contract Item listed below. Vendor should complete Pricing Page, Exhibit A.1 in its entirety as failure to do so may result in the Vendor's bid being disqualified.

Contract Item #	Estimated Weekly Unit Quantity	Item Description	One Weekly Unit Rate	Extended Weekly Cost
1	1,000	ANSI Class 2 High Visibility Short Sleeve T-Shirt Lime Yellow, 100% Polyester, Left Chest Pocket	4.10	4,100.00
2	750	ANSI Class 2 High Visibility Short Sleeve Button Down Work Shirt Lime Yellow, 100% Polyester, Left and Right Chest Pocket	5.10	3,825.00
3	750	ANSI Class 2 High Visibility Long Sleeve Button Down Work Shirt Lime Yellow, 100% Polyester, Left and Right Chest Pocket	5.10	3,825.00
4	2,000	Enhanced Visibility Work Pant - Men's Cut Navy Blue, 65% Polyester and 35% Cotton Blend	4.20	8,400.00
5	500	Enhanced Visibility Work Pant - Women's Cut Navy Blue, 65% Polyester and 35% Cotton Blend	4.20	2,100.00
6	500	Enhanced Visibility Unlined Coveralls, <i>Flame Resistant</i> Navy Blue, 100% Cotton 2-way Zipper, Left and Right Chest Pocket	9.90	4,950.00
7	2500	ANSI Class 2 High Visibility 3-Season Jacket Lime Yellow, 100% Polyester	1.35	3375.00
8	40	Enhanced Visibility Short Sleeve Button Down Work Shirt Navy Blue, 100% Cotton, Left and Right Chest Pocket	5.10	204.00
9	40	Enhanced Visibility Long Sleeve Button Down Work Shirt Navy Blue, 100% Cotton, Left and Right Chest Pocket	5.10	204.00
10	70	Enhanced Visibility Work Pant - Men's Cut Navy Blue, 100% Cotton	4.20	294.00
11	10	Enhanced Visibility Work Pant - Women's Cut Navy Blue, 100% Cotton	4.20	42.00
		TOTAL EXTENDED WEEKLY RENTAL COST		31,390.00
12	34,000/each	WVDOH Logo Patch shall be placed above the left pocket on all shirts, coveralls and jackets in accordance with the requirements of Section 3.1.1.5 of the specifications.	Cost Each 0	0.00
TOTAL PRICING PAGE, EXHIBIT A.1 COST equals the total of Extended Weekly Rental Cost plus Extended Logo Patch Cost				31,390.00

Vendor should complete Pricing Page, Exhibit A.2 by providing a Replacement Cost Rate for each Contract Item listed below. Vendor should complete Pricing Page, Exhibit A.2 in its entirety as failure to do so may result in the Vendor's bid being disqualified.

Replacement Cost, for new garments, shall be paid per the Rates listed below based on the sliding scale described in Section 3.1.7, Note 2 of the Contract specifications.

Contract Item #	Estimated Replacement Quantity	Item Description	Replacement Unit Rate	Extended Replacement Cost
1	50	High Visibility Short Sleeve T-Shirt Lime Yellow, 100% Polyester, Left Chest Pocket	25.40	1,270.00
2	37	High Visibility Short Sleeve Button Down Work Shirt Lime Yellow, 100% Polyester, Left and Right Chest Pocket	28.60	1,058.20
3	37	High Visibility Long Sleeve Button Down Work Shirt Lime Yellow, 100% Polyester, Left and Right Chest Pocket	28.60	1,058.20
4	100	Men's Enhanced Visibility Work Pant Navy Blue, 65% Polyester and 35% Cotton Blend	21.00	2,100.00
5	25	Women's Enhanced Visibility Work Pant Navy Blue, 65% Polyester and 35% Cotton Blend	21.00	525.00
6	25	Enhanced Visibility Unlined Coveralls, <i>Flame Resistant</i> Navy Blue, 100% Cotton 2-way Zipper, Left and Right Chest Pocket	70.00	1,750.00
7	125	High Visibility 3-Season Jacket Lime Yellow, 100% Polyester	51.90	6487.50
8	5	Enhanced Visibility Short Sleeve Button Down Work Shirt Navy Blue, 100% Cotton, Left and Right Chest Pocket	28.60	143.00
9	5	Enhanced Visibility Long Sleeve Button Down Work Shirt Navy Blue, 100% Cotton, Left and Right Chest Pocket	28.60	143.00
10	5	Men's Enhanced Visibility Work Pant Navy Blue, 100% Cotton	21.00	105.00
11	1	Women's Enhanced Visibility Work Pant Navy Blue, 100% Cotton	21.00	21.00
		TOTAL PRICING PAGE, EXHIBIT A.2 COST		14,660.90

GRAND TOTAL OF EXHIBIT A.1 PLUS EXHIBIT A.2

	TOTAL PRICING PAGE, EXHIBIT A.1 COST equals the total of Extended Weekly Rental Cost plus the Extended Logo Patch Cost	31,390.00
	TOTAL PRICING PAGE, EXHIBIT A.2 COST Replacement Cost Page	14,660.90
	GRAND TOTAL DOLLAR AMOUNT BID	46,050.90