



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

Request for Quotation

RFQ NUMBER
AGR0712

PAGE
1

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

VENDOR

*709070358 276-376-1118
 ARAMARK
 PO BOX 1027

 BLUEFIELD VA 24605-1027

SHIP TO

DEPARTMENT OF AGRICULTURE
 ADMINISTRATIVE SERVICES
 BUILDING 2, ROOM 106
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 558-2222

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|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 07/19/2006 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **08/03/2006** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| 0001 | 1 | LS | | 983-86 | | |
| UNIFORM RENTAL, MATS AND RELATED ITEMS OPEN END TO FURNISH UNIFORM RENTALS, MATS, AND RELATED ITEMS FOR PARTICIPATING DIVISIONS OF THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE <i>Jas. [Signature]</i> | TELEPHONE 276-376-1118 | DATE 7-29-06 |
| TITLE Gm | FEIN 95-3082883 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 07/19/2006 | | | | |

BID OPENING DATE: 08/03/2006 BID OPENING TIME 01:30PM

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| <p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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|-----------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| | 276-326-1118 | 7-29-06 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| | 95-3082883 | |

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| RON PRICE 304-558-0492 |

VENDOR

*709070358 276-376-1118
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| <p>ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AN INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> | | | | | | |

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| | 276-326-1118 | 7-29-06 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| GM | 95-3092883 | |

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| <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Jordan</i> | TELEPHONE 276-326-1118 | DATE 7-29-06 |
| TITLE <i>GM</i> | FEIN 95-3082883 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| <p>HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| <p>CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>ARAMARK Utilities Services</i></p> <p>DATE: <i>7-29-06</i></p> <p>SIGNED: <i>Frank Nerven</i></p> <p>TITLE: <i>General Manager</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p> | | | | | | |

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| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>Frank Nerven</i> | TELEPHONE <i>276-376-1118</i> | DATE <i>7-29-06</i> | |
| TITLE <i>GM</i> | FEIN <i>95-308283</i> | ADDRESS CHANGES TO BE NOTED ABOVE | |

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| | (REV. 12/00) | | | | | |
| <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 41</p> <p>RFQ. NO.: AGR0712</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 276-322-4040 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> | | | | | | |

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| SIGNATURE | TELEPHONE 276-326-1118 | DATE 7-29-06 | |
| TITLE JGM | FEIN 95-3082083 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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| ***** THIS IS THE END OF RFQ AGR0712 ***** TOTAL: _____ | | | | | | |

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| SIGNATURE <i>Jared [Signature]</i> | TELEPHONE 276-376-1118 | DATE 7-29-06 |
| TITLE GM | FEIN 95-3082883 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| SHIPPING ADDRESSES/ CONTACT PERSON: | BILLING ADDRESS & TELEPHONE NO: |
|---|---|
| Animal Health Division Building 12 4720 Brenda Lane Charleston, WV 25312 Dr. Joe Starcher | 1900 Kanawha Blvd. East Charleston, WV 25305-0172 558-2214 |
| Building and Grounds Building 17 4720 Brenda Lane Charleston, WV 25312 Mike Steadman | 1900 Kanawha Blvd. East Charleston, WV 25305-0174 558-4058 |
| Communications Division Building 15 4720 Brenda Lane Charleston, WV 25312 Chris Kelley-Dye | 1900 Kanawha Blvd East Charleston, WV 25305-0192 558-3708 |
| Plant Industries Division Building 6, 7 & 9 4720 Brenda Lane Charleston, WV 25312 Gary Gibson | 1900 Kanawha Blvd. East Charleston, WV 25305-0191 558-2212 |
| Regulatory Protection Division Building 11 4720 Brenda Lane Charleston, WV 25312 Jim Campbell | 1900 Kanawha Blvd. East Charleston, WV 25305-0177 558-2208 |
| Huttonsville Farm Rt. 250 South Huttonsville, WV 25273 Tom Carson | 250 Charles Street 2 nd Floor Wesbanco Building Sistersville, WV 26175 652-5380 |
| Pruntytown State Farm Rt. 4, Box 74A Grafton, WV 26354 Tom Carson | 250 Charles Street 2 nd Floor Wesbanco Building Sistersville, WV 26175 652-5380 |
| Lakin Farm Box 9, Plant Lane Road Lakin, WV 25287 Tom Carson | 250 Charles Street 2 nd Floor Wesbanco Building Sistersville, WV 26175 652-5380 |

GENERAL REQUIREMENTS

Uniform service is to be priced on a per employee per week basis. The vendor shall furnish five (5) uniforms per employee each week, unless otherwise designated. All uniforms shall be 65% polyester, 35% cotton, and in accordance with the following specification:

MEN'S SHIRTS: Lenoweave; durable press; stitched down front facing; lined two piece collar with slotted stays; lined cuffs; extra wide pencil stall; vertical button holes stitched. Must provide both short and long leave shirts.

MEN'S PANTS: Pockets to have extra deep facing, approximately 2"; waist band sewn on; dress style belt loops; dressy appearance; tapered legs.

WOMEN'S SHIRTS: Staved, open-collar style; wide lapel facing; polyester/taffeta collar interlining for shape retention; single open pocket on left; straight bottom to be worn in or out; core yard thread; rounded corner barrel cuffs on long sleeves. Must provide both short and long sleeved shirts.

WOMAN'S PANTS: Button front; square bottom; 128 x 72 fine thread count broadcloth for long wear; permanent press.

Uniforms shall be in good condition, neat in appearance, properly fitted, and free of holes, rips, tears, ravel, wear, spotting, or any other characteristics making them unattractive or non-functional.

Then vendor shall measure each employee to obtain proper fittings. Upon request, the vendor shall furnish name and title patches for each employee's uniform at no additional charge.

Uniforms shall be cleaned weekly with a pickup and delivery time mutually agreed upon by the vendor and participating divisions.

In addition to uniforms, the vendor shall furnish related items in accordance with the following specifications:

MEN AND WOMEN'S JACKETS: Slash Pocket style or similar; quilted lining; zipper; adjustable tabs around waist; large slash pockets...

MEN'S OR WOMEN'S LAPEL COATS: Fashioned with wide lapels and a heavy modern collar treatment; right and left pockets on chest; button front closure.

LABORATORY COATS: Knee length; button front closure; one left breast pocket; two lower patch pockets; side openings; notched collar; permanent press; white...

These related items are to be priced per piece, rather than per employee.

PRINT SHOP TOWELS: 100% cotton, must be of superior quality; lint free; no metal or glass fragments on towels; approximate size 12" x 12", to be used in cleaning state printing equipment.

SODA/KITCHEN TOWELS: 100% cotton; approximate size of 15" x 25"...

TOWELS: 86% cotton, 14% blend; approximate size of 15" x 25"...

HAND DUST CLOTHS: 100% cotton; approximate size of 18" x 18"...

SPECIFIC REQUIREMENTS

ALL UNIFORMS FURNISHED MUST BE NEW AT INCEPTION OF CONTRACT.

Specific requirements are based on current needs. The number of employees per division, as well as usage of related items, may change as is deemed necessary by each Division Director.

UNIFORMS
BUILDING & GROUNDS/REGULATORY
PROTECTION/COMMUNICATIONS
LAND DIVISION

The vendor shall furnish five (5) uniforms per employee per week. The uniform shall consist of gray pants and gray shirts. Jackets and lapel coats shall be dark gray and match uniform for Building and Grounds employees. Lapel coats shall be white for Laboratory Services employees.

Each shirt shall be personalized by employee number. One emblem shall be sewn about the right breast pocket. The emblem shall be navy blue with white letters and border and shall bear the employees first name. The cost of the emblem should be included with the per item cost. No separate charge shall be assessed for the emblem.

The vendor must provide the participating Division a separate delivery receipt for each delivery. The contract item number and price shall be listed on the delivery receipt. This is not the invoice the Department will pay from. Vendor shall provide a single monthly Invoice for all delivery sites. UNIFORM SERVICE SHALL BE PRICED PER EMPLOYEE PER WEEK AND RELATED ITEMS SHALL BE PRICED PER PIECE.

ANIMAL HEALTH DIVISION

| Item No. | Estimated Usage | Description | Unit Price | Amount |
|----------|-----------------|---|------------|-------------|
| 1. | 7 ea. | Laboratory Coats (One per employee per week) | <u>.78</u> | <u>5.46</u> |
| 2. | 12 ea. | Soda/Kitchen Towels per week | <u>.08</u> | <u>.96</u> |

BUILDING AND GROUNDS

| | | | | |
|----|--------|---|-------------|--------------|
| 3. | 12 ea. | Male employee(s) to be uniformed per week (Five uniforms per employee) | <u>4.30</u> | <u>51.60</u> |
| 4. | 2 ea. | Female employee(s) to be uniformed per week | <u>4.30</u> | <u>8.60</u> |
| 5. | 2 ea. | Women's Lapel Coats, rental price per coat per week. | <u>.98</u> | <u>1.96</u> |
| 6. | 12 ea. | Men's Jackets, rental price per jacket per week | <u>.50</u> | <u>6.00</u> |
| 7. | 48 ea. | Hand Dust Clothes per week | <u>.10</u> | <u>4.80</u> |

COMMUNICATIONS DIVISION

| | | | | |
|----|---------|----------------------------|------------|-------------|
| 8. | 100 ea. | Print shop Towels per week | <u>.08</u> | <u>8.00</u> |
|----|---------|----------------------------|------------|-------------|

PLANT INDUSTRIES DIVISION

| | | | | |
|----|--------|-------------------------|------------|-------------|
| 9. | 16 ea. | Massage Towels per week | <u>.15</u> | <u>2.40</u> |
|----|--------|-------------------------|------------|-------------|

REGULATORY PROTECTION

| | | | | |
|-----|---------|---|------------|--------------|
| 10. | 12 ea. | Laboratory Coats (Two coats per employee per week) | <u>.98</u> | <u>23.52</u> |
| 11. | 100 ea. | Soda/Kitchen Towels per week | <u>.08</u> | <u>8.00</u> |

**LAND DIVISION
HUTTONSVILLE**

| Item No. | Estimated Usage | Description | Unit Price | Amount |
|----------|-----------------|---|-------------|--------------|
| 12. | 5 ea. | Male employee(s) to be uniformed per week (Five uniforms per employee) | <u>4.30</u> | <u>21.50</u> |

**LAND DIVISION
PRUNTYTOWN**

| | | | | |
|-----|-------|---|-------------|--------------|
| 13. | 3 ea. | Male employee(s) to be uniformed per week (Five uniforms per employee) | <u>4.30</u> | <u>12.90</u> |
|-----|-------|---|-------------|--------------|

**LAND DIVISION
LAKIN STATE FARM**

| | | | | |
|-----|-------|---|-------------|------------------|
| 14. | 3 ea. | Male employee(s) to be uniformed per week (Five uniforms per employee) | <u>4.30</u> | <u>12.90</u> |
| | | | TOTAL | <u>\$ 168.60</u> |

REPLACEMENT COSTS

All uniforms and related items, excluding emblems, shall remain the exclusive property of the vendor. In the event an item is lost or stolen while in the care of a participating division, the Department of Agriculture will pay the vendor's replacement costs as follows:

| | | |
|--------------------|--------------|------|
| Men's Shirt | <u>12.00</u> | Each |
| Men's Pants | <u>15.00</u> | Each |
| Women's Shirt | <u>12.00</u> | Each |
| Women's Pants | <u>15.00</u> | Each |
| Men's Jacket | <u>25.00</u> | Each |
| Men's lapel Coat | <u>15.00</u> | Each |
| Women's Lapel Coat | <u>15.00</u> | Each |
| Laboratory Coat | <u>18.00</u> | Each |

Print Shop Towel
Massage Towel
Hand Dust Cloth

.35 Each
.70 Each
.90 Each

DAMAGED COSTS

All uniforms and related items, excluding emblems, shall remain the exclusive property of the vendor. In the event and item is damaged while in the care of a participating division, the Department of Agriculture will pay the vendor's fee as follows:

| | | |
|--------------------|--------------|------|
| Men's Shirt | <u>17.00</u> | Each |
| Men's Pants | <u>15.00</u> | Each |
| Women's Shirt | <u>12.00</u> | Each |
| Women's Pants | <u>15.00</u> | Each |
| Men's Jacket | <u>25.00</u> | Each |
| Men's lapel Coat | <u>15.00</u> | Each |
| Women's Lapel Coat | <u>15.00</u> | Each |
| Laboratory Coat | <u>18.00</u> | Each |
| Print Shop Towel | <u>.35</u> | Each |
| Massage Towel | <u>.70</u> | Each |
| Hand Dust Cloth | <u>.90</u> | Each |

II. MATS (OR FLOOR MATS)

SPECIFICATIONS

This portion of the contract is to furnish fifty-one (51) floor mats for the Gus R. Douglass Agricultural Center at Guthrie.

1. Floor mats are to have slip-resistant vinyl backing and are to be of nylon loop-pile construction, which are stain resistant and dry rapidly. All mats will match in color and style. Color to be brown.
2. Pick-up and placement of fifty-one (51) mats every month year-round. Contact for this contract is:

Michael E Steadman, Assistant Director
Administrative Services Division, Building & Grounds
West Virginia Department of Agriculture
4720 Brenda Lane
Charleston, WV 25312-9310
Phone: 304-558-4058
Fax: 304:558-2417
E-Mail: msteadman@aq.state.wv.us

3. Provide your monthly rental bid and a replacement cost if mats are lost or stolen as follows:

REPLACEMENT COST

| <u>ITEM No.</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-----------------|--------------------|-----------------|-------------------|---------------|
| 1. | 3x4 Mat | 37 each | <u>2.70</u> | <u>99.90</u> |
| 2. | 3x10 Mat | 2 each | <u>3.90</u> | <u>7.80</u> |
| 3. | 4x6 Mat | 12 each | <u>3.40</u> | <u>40.80</u> |

TOTAL MONTHLY COST 148.50

4. Locations and placement by size as follows:

Building 1

Main N 4x6

Building 2

Main Stairwells SE 3x4 SW 3x4

1st Lobby 2 @ 4x6 3 @ 3x4

Basement N 4x6

Building 5

Main E 3x4 W 3x4

Basement E 3x4 W 3x4

Building 6

Main E 3x4 & 3x4 S 3x4

Building 7

1st Floor SE 4x6 NE 4x6 NW 3x4 SW

4x6

2nd Floor N 3x4 & 3x4

| | | | | |
|-----------------------|---------------------|---------------|------------------------|----------------------|
| Building 9 | | | | |
| Main | <u>E</u> 3x10 | <u>S</u> 3x4 | <u>N</u> 4x6 | <u>W</u> 3x4 |
| Building 11 | | | | |
| 1 st Floor | <u>NE</u> 3x4 | | <u>N</u> 3x4 | <u>NW</u> 3x10 & 3x4 |
| 1 st Floor | <u>SE</u> 3x4 | <u>SW</u> 3x4 | | <u>W</u> 3x4 |
| 2 nd Floor | <u>NE</u> 3x4 & 3x4 | | <u>NW</u> 3x4 | |
| Building 12 | | | | |
| Main | <u>S</u> 3x4 & 3x4 | | | |
| Building 13 | | | | |
| 1 st Floor | <u>E</u> 3x4 | | Breezeway <u>W</u> 3x4 | Breezeway <u>E</u> |
| 3x4 | | | | |
| 2 nd Floor | <u>NE</u> 3x4 | | <u>NW</u> 3x4 | |
| Building 14 | | | | |
| Main | <u>W</u> 4x6 | | | |
| Building 15 | | | | |
| Main | Center <u>E</u> 4x6 | <u>NE</u> 4x6 | <u>SE</u> 3x4 | <u>W</u> 3x4 |
| 2 nd Floor | <u>S</u> 3x4 | | | |
| Building 17 | | | | |
| Main | <u>SE</u> 4x6 | | <u>NE</u> 3x4 | |

Invoicing: Vendor shall provide a single monthly invoice for all delivery sites. The invoice shall itemize each purchase by contract item number, quantity, description, price, and total charge per purchase. The invoice shall contain a subtotal for each WVDA Division's charges.

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: ALAMARK Uniform Service

Authorized Signature: [Signature] Date: 7-29-08