

April 17, 2018

Mr. Mark Atkins  
Senior Buyer  
West Virginia Department of Administration  
2019 Washington Street East  
Charleston, WV 25305-0130

RE: CRFQ 0803 DOT 1800000081

Dear Mr. Atkins,

I want to begin by thanking you for including Cintas in the West Virginia Division of Highway Request for Bid. Cintas is proud to present this comprehensive RFB response as it specifically relates to your needs of standardizing uniforms. This is one of our core business offerings for our company and we are committed to providing you and your staff with the most professional level of service possible. We are excited at the prospect of partnering with you and look forward to presenting our capabilities to you in this RFB Process.

Mr. Atkins, we look forward to future discussions regarding our response and the needs of the WVDOH. Please let me know if you have further questions or comments regarding our response and pricing proposal. My contact information is below and I can be contacted at any time.

Best regards,

**Eric Palmer**

Eric Palmer  
Regional Manager – Government  
Cintas Corporation  
812.549.5150  
[palmer@cintas.com](mailto:palmer@cintas.com)

04/17/18 10:49:01  
WV Purchasing Division

## Cintas Executive Summary

### Terms & Conditions

Cintas will enter into agreement once a decision has been made and the RFB has been awarded. Cintas will accept the terms and conditions as outlined in RFB CRFQ 0803 DOT 1800000081 once our legal counsel has reviewed and approved the agreement. Cintas would also like to include uniform advantage, which is a budgetary insurance program for lost replacements, pricing to be determined based on garment type. I have attached redlined versions of the contract, with notes included from our legal counsel. These are **Redlines** that we intend to negotiate with your agency.

All questions regarding this RFB response or requests for additional information should be directed to:

Eric Palmer  
Regional Manager – Government  
Cintas Corporation  
812.549.5150  
[palmere@cintas.com](mailto:palmere@cintas.com)

### Appendix

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- B. RFB Response Document
  - a. RFQ Uniform Rental Service Contract
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### Introduction to Cintas

Cintas leads the industry in supplying corporate identity uniform programs, providing entrance and logo mats, restroom supplies, promotional products, first aid, safety, fire protection products and services, and industrial carpet and tile cleaning. We operate more than 400 facilities in North America—including six manufacturing plants and eight distribution centers. Cintas provides highly specialized products and services to over 900,000 customers that range from independent auto repair shops to large hotel chains and many national airlines.

Cintas is committed to four core values; Environment, Diversity, Corporate Citizenship and Safety. These values and our corporate culture are the foundation of our success and providing our customers with exceptional service and value. For additional information we invite you to visit <http://www.cintas-corp.com/company/>

## Customer Service Structure

At Cintas, we pride ourselves on being the best uniform and service solutions provider and every one of our 35,000 partners (employees) is dedicated to Customer Satisfaction. But ultimately, our success is measured by your happiness with our service and attention to your needs. In the first year, we will send out a quarterly survey to benchmark our progress in completely satisfying your needs. We will also schedule annual reviews to meet live and ensure we are providing the most secure and efficient solution for your agency.

For every one of our customers we have a team of people making sure you remain a satisfied Cintas customer. Let us take a minute to describe the roles of each of these individuals.

### Major Account Manager

This role was created to better serve our government customers. The Major Account Manager is responsible for upper-level communication with the customer and opportunity development. The Major Account Manager coordinates program implementation and is the primary field contact for your account. Working with other Cintas professionals, the Major Account Manager will set the direction for the team and ensure the highest quality service and program support.

### General Manager

The General Manager(s) of each local Cintas Office is responsible for the goodwill of their location's accounts. They are the local point of contact for any questions, concerns, changes or issues your locations might need assistance with. They assure that service is provided to each location in accordance to your contract.

### Service Managers

A dedicated Service Manager will be assigned to manage day to day operations with regards to uniform services. If any issues are evident, this service manager can be contacted directly to resolve. If the Service Manager is not available, the General Manager(s) will be available to resolve the issue. Our Sales Service Representatives report directly to the Service Manager to provide our customers with local account management and the highest quality of service.

### Sales and Service Representatives (SSR)

Service Representatives are the liaison between your individual locations and Cintas' local office. Our Service Representatives are the service experts on your individual locations. They are able to answer questions or service requests. These partners can help address any immediate concerns.

### Local Customer Service Team

Cintas provides World Class Customer Service at each of our locations. Our normal hours of operation are 7:00 AM-5:00 PM Monday- Friday. In addition, we offer a 24-hour customer service hotline via email or 1-800 Cintas-1. Emails and voicemails are dispatched to local service centers and responded to within 24 hours.

### Customer Service

Cintas is committed to providing exceptional service in every step of our process and with each Cintas partner that you interact with. In an effort to provide ongoing service, we have developed a Customer Request System (CRF) that is in place at each of our facilities. The purpose of CRF is to document and ensure that each customer request is handled properly. The CRF system consists of four parts.

1. Customer call
  - a. All customer calls are welcomed and documented in our system
2. Plan of action to properly address the customers concern
  - a. On the first call, an immediate plan of action is agreed upon between the customer and a full-time Cintas Customer Service Representative.
3. Response and resolution
  - a. You can be assured of a quick and timely response from our team.
4. Follow up
  - a. Cintas is committed to providing world class service to all your employees

## Implementation & Transition

Cintas will develop a roll out plan that meets the needs of each facility affiliated with this RFB. Cintas is committed to implementing a program that is seamless and free of any errors. We are committed to providing the highest level of service for the WVD0H.

Below is an overview that will describe the program that we employ to ensure a smooth transition with the highest of service levels.

- Site Assessments and Fittings

Cintas will conduct an assessment of each of your facilities (as needed) to determine the exact inventory levels needed to maintain sufficient inventory needs. In addition, we will professionally fit each of your employees as necessary to ensure that each staff member has a well-fitting garment.

- Confirming Requirements

We use a detailed checklist to make sure we understand all of your requirements for the initial implementation and discuss issues that may come up in the future. Cintas ensures that your locations will only receive services that have been authorized.

- Program Documentation

The program will be communicated to the customer locations via a "Customer Fact Sheet." The details of the program are set up in our central computer. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.

- Program Rollout

The program rollout is managed by our local operations team and Service Manager assigned to your program. This individual will coordinate the communication to all of your locations as detailed in the Customer Fact Sheet.

- Follow-Up

After the program is installed at each of your locations, a series of follow-up steps takes place. Each location is contacted to ensure that they are satisfied with the installation and a variety of internal audits take place to confirm your requirements have been met. Quarterly meetings are set with the Major Account Manager to ensure your expectations are completely met on the program.

## Additional Information

### Supplier Diversity & Sustainability

Cintas is committed to having a representative supply base that is as wide and diverse as the markets in which we serve. Our dynamic Supplier Diversity program actively engages with and recruits Minority and Women owned business enterprises (M/WBE) with which to do business. Cintas holds itself accountable to create opportunities for M/WBE's to add value for our clients.

Listed below is a brief description of Cintas Supplier Diversity Program:

- Our Supplier Diversity Program reports to Cintas' Diversity Committee, which is chaired by our CEO
- We have a corporate-wide initiative to educate our partners on the importance of having a diverse supply chain.
- Look to increase the number of small, minority and woman owned businesses that provide us with products and services, while maintaining our high standards of quality, competitive pricing and customer service.
- Ensure that every small, minority and woman owned business is treated fairly during the supplier qualification process.
- Encourage and guide M/WBEs to become certified through the appropriate national organizations.
- Help M/WBEs to understand Cintas' requirements and vendor related policies and procedures.
- Dedicated partners that not only administrate our Supplier Diversity initiatives, but we also ones that highlight those initiatives and our M/WBE vendors in the sales process.

### Sustainability

Cintas is committed to improving the lives of our customers, partners and communities by integrating environmentally sustainable practices, principles and solutions across our business lines. We are focused on what call the 5 R's:

- **Reclaim** from used products/materials from their manufacturing and use them in the manufacturing of new products. Different from Reuse, where products are not destroyed and remanufactured but cleaned and repaired.
- **Reduce** the amount of energy and materials used
- How can we **restore** damaged natural, social, and economic systems in our area?
- Use an item more than once. This includes conventional **reuse** where the item is used again for the same function and new-life reuse where it is used for a new function.
- **Re-think** processes that produce waste

Cintas was the first uniform provider to offer washable suiting created from plastic bottles. The bottles are recycled into polyester thread which is turned into fabric. Each suit uses approximately 25 plastic bottles. In 2017 this effort alone saved over 19.5 million bottles from entering our landfills. Cintas is working to adapt this same fabric technology into other products we provide. As we continue to focus on innovation and sustainability, Cintas is currently exploring manufacturing floor mats using similar technology.

Our uniform rental and facility services operations are equally focused on sustainability. Our locations...

- Use less water and recycle water, unlike home washing systems.
- Earth-friendly wash formulas save up to 15,000 gallons of water every day.
- Our facilities use soap and water and do not involve commercial dry-cleaning materials
- Many of the Cintas chemicals used with our Sanis Ultra Clean Systems for our restroom, as well as cleaning chemicals offered through the SIGNET™ Cleaning Chemical Service are Green Seal Certified
- DfE Chemicals-Cleaning agents that are "Designed for the Environment" (DfE) were designed by the EPA. Cintas uses DfE chemicals in their Drain Line Maintainer Service.

- **Package-Free Products** -Our cleaning chemical dispensing platform delivers concentrated products to customers in a package-free way, which reduces the amount of packaging consumed and disposed of versus buying product at retail.
- **Cintas SafeWasher** -The Cintas [SafeWasher](#) uses environmentally friendly chemicals that are non-toxic and non-hazardous, and never go down the drain. Cintas does not use solvents.

Since Cintas runs several hundred routes delivering products and services to our customers each day. We realize that fuel consumption has a significant impact on our environment and part of our sustainability program is to utilize ways to minimize this impact. Cintas has incorporated the following initiatives:

- More than 75% of Cintas' 5 day routes have been geo-coded and condensed into 4-day routes. [Watch Video](#)
- Cintas recently purchased 100 new Hybrid Electric Vans to begin deploying in California - a significant first step in establishing our commitment to a greener fleet, and being socially responsible. [Learn More](#)
- Cintas has optimized the size of our trucks to minimize fuel usage.
- Cintas performs emissions tests on our vehicles as required and makes any necessary upgrades to keep vehicles compliant.
- Our company lease programs encourage hybrid auto purchase.
- Cintas has installed idle shutoff software on delivery trucks to reduce fuel consumption.

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish an open-end Uniform Rental Service Contract to include weekly pickup and drop-off of uniforms, laundering and maintenance services for approximately 2,800 transportation workers.

The Uniform Rental Service Contract shall provide WVDOH employees involved in maintaining our roads and bridges in traffic related areas and WVDOH employees involved in equipment repair shop facilities 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, construction vehicles and equipment.

NOTE: Upon award, this Contract will be in effect for a period of three years with the option of two additional one-year renewals, upon the written consent of the WVDOH and the awarded Vendor.

**1.1 Transition Contract Period:**

- 1.1.1 Upon the award of this new Contract, the current Contract will remain in effect until it expires on July 31, 2018. To ensure that all current WVDOH employees participating in the rental program remain in full uniform, this concurrent transition time-period will allow:

- the new awarded Vendor to fulfill the requirements of the initial measuring, manufacturing, sewing and delivery of the new uniforms to the WVDOH employees participating in the program. The awarded Vendor shall have a total of 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.
- the close-out by the WVDOH and the current Vendor by collecting and picking up all garments associated with the current contract and any additional settling-up details.

The successful Vendor cannot begin billing during the initial 90 days of the new contract, until the current contract expires on July 31, 2018 and all new uniforms have been delivered to the WVDOH facilities.

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2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. 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 3.1.
- 2.2 **“Pricing Pages”** means the schedule of prices attached hereto as Exhibit A.1, Exhibit A.2 and Exhibit A.3 used to evaluate the Solicitation responses.
- 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services.
- 2.4 **“WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.
- 2.5 **“ANSI”** used throughout this Solicitation means the American National Standards Institute. Reference: [www.ansi.org](http://www.ansi.org).
- 2.6 **“ANSI Class 2 High Visibility”** used throughout this Solicitation shall meet Industry Standards ANSI/ISEA 170-2004 Class Standards for those workers working near traffic speeds of greater than 25 miles per hour. Fluorescent Lime-Yellow shall enhance daytime and low-light visibility. Garments shall include, at a minimum: 775 square inches high visibility fabric and 201 square inches of reflective tape. Garments shall uphold during daily wear and tear and industrial wash.
- 2.7 **“Enhanced Visibility”** used throughout this Solicitation shall mean “To enhance the visibility of a garment”. There are no governmental regulations/standards mandating the measurement/style of enhancement to a garment. Enhancements to the garments rented on this Contract shall be, at a minimum, no less than 74 linear inches of reflective tape per shirt and no less than 36 linear inches of reflective tape per pant. Garments shall uphold during daily wear and tear and industrial wash.
- 2.8 **“Reflective Tape”** used throughout this Solicitation shall mean being illuminated by a light source, such as headlights, by returning the light back toward the original source and reaching a vehicle driver’s eye. Reflective Tape used on the garments shall uphold during daily wear and tear and industrial wash.
- 2.9 **“MSDS”** used throughout this Solicitation shall mean Material Safety Data Sheet.



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- 2.10 “normal wear and tear” used throughout this Solicitation shall mean the nature of daily work for all employees participating in this program shall include, but limited to, working in and around asphalt, concrete, oil, grease and chemicals.
- 2.11 “Contractor” or “Vendor” used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges most recent edition are interchangeable.

**3. GENERAL REQUIREMENTS:**

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

All WVDOH employees participating in this program shall continually be assigned 11 sets of uniforms. A uniform set shall consist of a t-shirt or work shirt and a work pant. The program shall provide a WVDOH employee six sets of uniforms to be in his or her possession for use during one work week while five sets of uniforms for the same WVDOH employee are being laundered and repaired. This shall continue throughout the length of this contract while the WVDOH employee is participating in the program. Replacement of any garment included within the 11 sets of uniforms shall be in accordance with the requirements of Section 3.1.8 of this contract so that the WVDOH employee continually maintains 11 sets of uniforms.

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

**3.1.1 Garments:**

**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 style, sleeve length based on individual preference, seasonal climate or a combination of both styles and/or sleeve lengths.

**3.1.1.1.1** ANSI Class 2 High Visibility Short Sleeve T-Shirts shall be Lime Yellow in color, 100% Polyester Material with a left chest pocket (Contract Item 1)

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**3.1.1.1.2** ANSI Class 2 High Visibility Short Sleeve and Long Sleeve Button Down Work Shirts shall be Lime Yellow in color, a blended Material of 65% Polyester and 35% Cotton with left and right chest pockets (Contract Item 2 and 3)

**3.1.1.1.3** Enhanced Visibility Short Sleeve and Long Sleeve Button Down Work Shirts shall be Dark Navy Blue in color, 100% Cotton Material with left and right chest pockets (Contract Item 9 and 10)

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

**3.1.1.2.1** Enhanced Visibility Work Pants shall be a Dark Blue denim/jean material sized in men's cut and women's cut. (Contract Item 4 and 5)

**3.1.1.2.2** Enhanced Visibility Work Pants shall be Dark Navy Blue in color, 100% Cotton Material and sized in men's cut and women's cut. (Contract Item 11 and 12)

**3.1.1.3** Enhanced Visibility Coveralls

**3.1.1.3.1** 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 (Contract Item 6)

**3.1.1.4** Enhanced Visibility Bib-Overalls

**3.1.1.4.1** Enhanced Visibility Unlined Bib-Overalls shall be Dark Blue denim/jean material with one or two front chest pockets and adjustable buckled suspenders (Contract Item 7)

**3.1.1.5** ANSI Class 2 High Visibility Jackets

**3.1.1.5.1** ANSI Class 2 High Visibility, hip-style, three-season jackets shall be Lime Yellow in color, 100% Polyester Material (Contract Item 8)

**3.1.1.6** WVDOH Identification/Logo Patch - (Contract Item 13)

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- 3.1.1.6.1** The WVDOH patch should be sized at 2 ½" x 4 ½" and shall be applied to all shirts, coveralls, bib-overalls and jackets over the left pocket area in a manner to permanently affix the patch to the garment.
- 3.1.1.6.2** 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 pants.
- 3.1.1.6.3** The patch backing shall be plastic coated consisting of polyester/cotton twill. The embroidery thread shall be rayon.
- 3.1.1.6.4** The Vendor's bid price for the patch shall include the price of the patch and the price of the initial attachment to the shirts, coveralls, bib-overalls and jackets. There shall be no additional compensation to the Vendor for maintaining or replacing the patches.
- 3.1.1.6.5** Please see Example A attached for an example of the size and style of the patch.

**Note 1:** Items 3.1.1.1.1, 3.1.1.1.2, 3.1.1.2.1, 3.1.1.5.1 and 3.1.1.3.1 shall be the preferred garments for WVDOH employees participating in the program.

Items 3.1.1.1.3, 3.1.1.2.2 and 3.1.1.4.1 shall be provided to a WVDOH employee ONLY after approval by the WVDOH Human Resources Division. No WVDOH employee may choose items 3.1.1.1.3, 3.1.1.2.2 or 3.1.1.4.1 without prior written approval. See Section 3.1.10

- 3.1.1.7** The Vendor shall provide the MSDS information of material used for each style of shirts, pants, coveralls, bib-overalls and jackets. The Vendor shall provide the MSDS information for the reflective tape used for all garments. The Vendor should provide this information with their bid documents. If the Vendor fails to provide the MSDS information with their bid document, the Vendor shall provide the MSDS information within five calendar days after request by the Purchasing Division.
- 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

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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 3.1.11.

At no time, shall the State of WV pay rental, storage or laundering costs for garments not in the possession of a WVDOH employee. Garments in storage, such as, but not limited to, Seasonal Sleeve Change-Out garments, shall not incur any costs to the State of WV.

- 3.1.3** The Vendor shall have in place, at the time of bidding and ready for use, a software system capable of identifying each garment assigned to this contract and able to track the life cycle of each garment. Manual processes will be not acceptable. The Vendor should provide the name of the software system along with a brief description of the functionality.

Upon request, the Vendor shall provide an electronic report of each garment as assigned to an employee, per District/Division, per location.

In addition, the software system shall provide all reports, but not limited to, as identified in Section 41 of the General Terms and Conditions and Section 10.3 of these contract specifications.

- 3.1.4** Each garment shall have an identification mark or an identification device for identifying and tracking the garment for the individual WVDOH employee. This identification mark or device is preferred to be in the shirt tail of all shirts and jackets. This identification mark or device should be in the waist band of all pants.
- 3.1.5** Vendor shall launder garments to the highest industry standards with hypoallergenic detergents on a weekly basis. Garments not cleaned to the satisfaction of the WVDOH shall be returned to the Vendor for re-laundering until the garment is cleaned to the WVDOH's satisfaction. The Vendor shall not assess an additional charge for the re-laundering of any garment.
- 3.1.6** 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 garments that are returned for repair necessitated by normal wear and tear. Failure of the Vendor to

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repair garments to a satisfactory condition or provide a replacement shall be reason to withhold the next semi-monthly payment until the repair is accomplished.

- 3.1.7** Standard and special alterations shall be done by the Vendor at no additional charge which will include, but not limited to, sleeve length and pant length.
- 3.1.8** 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, reference Note 3 below, 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 purchase of a new garment per Pricing Page, Exhibit A.2, Replacement Cost at the sliding scale described below in Note 2.

**Note 2:** New garments to replace a damaged garment - the WVDOH will pay Replacement Costs Pricing Page, Exhibit A.2 based on the following sliding scale:

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

**Note 3:** The Vendor shall maintain ANSI approved equipment to inspect and verify that each garment meets the ANSI requirements and the requirements of this contract. Each garment **MUST** continually maintain the required high visibility fabric and reflective tape. At any time that the WVDOH does not feel that a garment meets the requirements, the Vendor shall re-inspect the garment and provide written documentation of that inspection. Any loose, fraying/sluffing or faded reflective tape on any garment **MUST** be repaired immediately or that garment replaced immediately.

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If the Vendor denies replacement, the Vendor must provide written 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.

**3.1.9 Sizing of Employees for Garments:**

**3.1.9.1 T-Shirts, Work-Shirts and Jackets -** The Vendor's bid costs for each shirt style shall include short and long sleeve length and short and tall shirt tail length. Each shirt style and jacket sizes shall range from Adult Small through Adult 8XL. There will be no extra costs associated with larger sized shirts and jackets passed onto the WVDOH at any time during the life of the contract.

**3.1.9.2 Pants, Coveralls and Bib-Overalls -** The Vendor's bid costs for each pant style, coveralls and bib-overalls shall include short and long inseams having no minimum or maximum waist size.

**3.1.9.3 Measuring for the new garments 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 15 working days after award of the contract.**

For new WVDOH employees to the program, after the initial implementation of the contract, measuring shall be performed by the Contractor at the WVDOH employee's pickup/drop off location and delivery of garments shall be completed within 15 working days after the Vendor is advised of the new WVDOH employee entering the program.

**Note 4:** 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 Vendor will be providing. Whenever measurements are taken, it is the responsibility of the Vendor to provide enough sample garments for this purpose. Verbal measurements will not be acceptable. Proper fit of a garment shall be guaranteed. The Vendor shall provide a document, to be signed by the employee, agreeing to the measured size.

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**3.1.9.4** At any time during the term of this contract, employees currently in the program who have been measured previously under this contract, may be re-measured if the WVDOH employee feels the 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 3.1.9.3 Note 4 of these specifications and only at the request of the WVDOH Coordinator.

**3.1.10 Cotton Garments:** To accommodate any WVDOH employee that has been approved by the WVDOH upper management to be exempt from the preferred garments, the WVDOH employee shall be accommodated with cotton garments. Only after approval by the WVDOH Human Resources office shall the WVDOH Sub-Coordinator request cotton garment(s) to be delivered for a WVDOH employee. The Vendor shall change-out the assigned preferred garment(s) with cotton garment(s) within 15 days after the Vendor is advised.

**3.1.11 Seasonal Sleeve Change Out:** The Vendor shall work with each WVDOH District/Division 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 at no charge, reference section 3.1.2. Example: During the short sleeve shirt season, the Vendor shall provide storage for all long sleeve shirts not in use by a WVDOH employee.

**3.1.12 Garments, Patches and Identification Marks on Garments Removed from the Program:**

**3.1.12.1** During the lifetime of this contract or after this contract has completed, if the Vendor destroys or removes any garment from circulation or storage, for any reason, the Vendor SHALL remove and destroy the WVDOH patch and remove all WVDOH employee identification information from the garment. Any garment removed from the program that is found with a WVDOH patch affixed and/or the WVDOH employee identification information not removed will be grounds for legal action against the awarded Vendor by the State of WV.

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**3.1.12.2** During the lifetime of this contract, any garment found being utilized outside of the requirement of this contract will be grounds for legal action against the awarded Vendor by the State of WV.

**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 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 11 each of the garment plus weekly laundering and delivery by the Vendor for five each of the garments.



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One Weekly Unit Rate for Contract Item 8 shall equal weekly rental of two each of the garment plus weekly laundering and delivery by the Vendor for one each of the garments.

One Weekly Unit Rate for Contract Items 9 through 12 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 13 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 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.

Vendor should complete all of the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. The pricing pages are provided in Excel and have been formatted to calculate the Extended Cost and the Total Cost when the Unit Price is entered. However, it is the vendors responsibility to ensure the calculations for their bid is correct before submitting. In the event of an error, the Unit Price shall prevail.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate

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volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

- 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 Solicitation. 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 five working days 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 can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. 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 15<sup>th</sup> 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 3.1.8 of these specifications.

- 5.2.1** The Vendor shall assign a dedicated toll-free telephone number staffed with a team knowledgeable on the requirements of this contract to accept

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Purchasing Card payments and to discuss and issue any credits/deductions/corrections to any invoice.

The WVDOH will adjust any invoice that is not billed correctly and pay accordingly. Any credit/deduction/correction to an invoice shall be issued and corrected by the Vendor by the next billing period.

- 5.2.2 At no time shall the WVDOH pay for late charges or any other additional charges toward an unpaid or partial paid invoice that is not included in this contract.

**6. DELIVERY AND RETURN:**

**6.1. Delivery Timeframe of Garments:**

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

- The first 15 days should be allotted for measuring of each WVDOH employee participating in the program.
- The next 60 days should be allotted for manufacturing and sewing of each WVDOH garment.
- The final 15 days should be allotted for delivery of each WVDOH employee's sets of uniforms.
- After the initial measuring, manufacturing and sewing is complete for 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/Division Coordinators.

**Note 5:** The WVDOH encourages the Vendor to complete each deadline sooner than the established deadlines, where possible.

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

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- 6.2 Weekly Delivery, Inspection and Pickup of Garments:**
- 6.2.1** A WVDOH District/Division Coordinator will be assigned to each District/Division along with an assigned Sub-Coordinator for each WVDOH Pickup/Delivery location. This information is provided on Exhibit B, WVDOH Pickup/Delivery Locations.
- 6.2.2** The Vendor shall maintain weekly mandatory delivery to the locations identified on Exhibit B, WVDOH Pickup/Delivery Locations. 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 prior-approved by the WVDOH Sub-Coordinator and District/Division Coordinator for any location. The Contractor must contact the WVDOH Sub-Coordinator two weeks in advance or if an emergency, 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 or repair 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.

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- 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 thirty 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 three-year contract has complete, the WVDOH has the option to renew the Contract including all subsequent change orders for two additional one-year renewal periods.
- 7.2 Replacement Garments:** At the beginning of each renewal period, as the WVDOH deems necessary, the Vendor shall replace, at a minimum, any garment in circulation over 18 months as part of the renewal option, at no additional cost to the WVDOH. Garments in circulation less than 18 months may be considered by the WVDOH for replacement. Additionally, any WVDOH employee may be measured and sized again according to Section 3.1.9 of these specifications. It shall be the responsibility of the Vendor to track the life-cycle of each garment per Section 3.1.3.

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**8. COMPLETION OF CONTRACT:**

Upon the expiration/completion of the contract, whether by decision to not renew or that all renewals have been exhausted, to complete the contract, all WVDOH employees shall return all garments in their possession to their assigned WVDOH Pickup/Delivery Location, unless otherwise advised.

Jointly, the WVDOH upper management and the Vendor shall schedule a final pickup date once a new contract is awarded, functional and a notification of final payment has been determined and advised. The mutually decided final pickup date should be no later than 15 working days after the notification.

**The WVDOH will not pay damage/replacement costs for returned garments, no matter the visible appearance/presentation of the garment unless a garment is intentionally damaged by the WVDOH and agreed upon by both the Vendor and the WVDOH upper management upon pick-up by the Vendor.**

Garments lost/misplaced while in the possession of the WVDOH will be paid to the Vendor at the damage/replacement cost. The Vendor shall provide one detailed invoice identifying the WVDOH employees, by District/Division, by location, the garments and the damage/replacement cost of the garment per the sliding scale, see Section 3.1.8 Note 2.

**Any lost/misplaced garment older than 18 months, whether lost/misplaced by the Vendor or the WVDOH, shall be at the Vendor's expense and not paid by the WVDOH.**

The WVDOH shall audit the invoice and approve or adjust the invoice by providing backup documentation for any non-agreed listed garment.

Garments lost/misplaced while in the possession of the Vendor will NOT be paid at the damage/replacement cost, as well as, garments in storage/inventory garments.

**9. VENDOR DEFAULT:**

**9.1** The following shall be considered a vendor default under this Contract.

**9.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**9.1.2** Failure to comply with other specifications and requirements contained herein.

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- 9.1.3 Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
  - 9.2.1 Immediate cancellation of the Contract.
  - 9.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract.
  - 9.2.3 Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

- 10.1 **No Substitutions:** The Vendor shall supply only Contract Items submitted in response to this Solicitation unless a contract modification is approved in accordance with the provisions contained in this contract.
- 10.2 **Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3 **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. Per Section 3.1.3 of the contract specifications and Section 41 of the General Terms and Conditions.
- 10.4 **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, Eastern Standard Time. Customer service representatives must be familiar with the specifications of this Contract, Pricing Pages, Exhibit A.1, A.2 and WVDOH Pickup/Delivery Locations Pages, Exhibit B.

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

**Contract Manager Name:** Eric Palmer

**Telephone Number:** 812-549-5150

**Fax Number:** 812-213-8799

**Email Address:** palmera@cintas.com



## **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:

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

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 05, 2018 due by 2:00pm EST

Submit Questions to: Mark Atkins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Mark.A.Atkins@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: WVDOH Uniform Rental  
BUYER: Mark Atkins, File #33  
SOLICITATION NO.: CRFQ 0803 DOT1800000081  
BID OPENING DATE: 04/17/2018  
BID OPENING TIME: 1:30pm EST  
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** 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:** (This only applies to CRFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** April 17, 2018 at 1:30pm EST

**Bid Opening Location:** Department of Administration, Purchasing Division  
2019 Washington Street East  
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.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. 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.

**13. 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.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

"Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

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

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

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

**2.6. "Award Document"** 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 contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

**2.9. "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:** Initial Contract Term: This Contract becomes effective on Upon award and extends for a period of three (3) 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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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. 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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.

**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.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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 in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
\$1,000,000.00

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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.

**19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.

**24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. PRIVACY, SECURITY, AND 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>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**36. 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.

**37. 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.



**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**41. 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](mailto:purchasing.requisitions@wv.gov).

**42. 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.

**43. 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:
- c. 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
- d. 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.

**44. 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.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

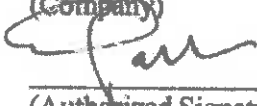
**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.



\_\_\_\_\_  
(Name, Title)  
Eric Palmer, Regional Manager  
\_\_\_\_\_  
(Printed Name and Title)  
2122 Winfield Road, St. Albans, WV 25177  
\_\_\_\_\_  
(Address)  
812-549-5150 / 812-213-8799  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
palmer@cintas.com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Cintas  
\_\_\_\_\_  
(Company)



\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Eric Palmer, Regional Manager  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

4/17/2018  
\_\_\_\_\_  
(Date)

812-549-5150 / 812-213-8799  
\_\_\_\_\_  
(Phone Number) (Fax Number)

Comprehensive Proposal For:

**WVDOH**

**Exhibit A.1**

**Exhibit A.2**

**Exhibit A.3**

Uniform Rental Service Contract

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.

Please refer to Section 4.2.1 of the Contract Specifications for description of a "Unit".

Contract Item #	Estimated Weekly Unit Quantity	Item Description	One Weekly Unit Rate	Extended Weekly Cost
1	320	ANSI Class 2 High Visibility Short Sleeve T-Shirt (Section 3.1.1.1.1) Lime Yellow, 100% Polyester, Left Chest Pocket	\$ 4.29	\$ 1,372.80
2	2,000	ANSI Class 2 High Visibility Short Sleeve Button Down Work Shirt (Section 3.1.1.1.2) Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket	\$ 3.08	\$ 6,160.00
3	400	ANSI Class 2 High Visibility Long Sleeve Button Down Work Shirt (Section 3.1.1.1.2) Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket	\$ 3.08	\$ 1,232.00
4	2,400	Enhanced Visibility Work Pant - Men's Cut (Section 3.1.1.2.1) Dark Blue Denim/Jean material	\$ 3.74	\$ 8,976.00
5	350	Enhanced Visibility Work Pant - Women's Cut (Section 3.1.1.2.1) Dark Blue Denim/Jean material	\$ 3.74	\$ 1,309.00
6	1,000	Enhanced Visibility Unlined Flame-Resistant Coveralls (Section 3.1.1.3.1) Navy Blue, 100% Cotton 2-way Zipper, Left and Right Chest Pocket	\$ 2.00	\$ 2,000.00
7	5	Enhanced Visibility Unlined Bib-Overalls (Section 3.1.1.4.1) Dark Blue Denim/Jean Material Adjustable buckled suspenders, Left and/or Right Chest Pocket	\$ 7.15	\$ 35.75
8	2,800	ANSI Class 2 High Visibility 3-Season Hip Jacket (Section 3.1.1.5.1) Lime Yellow, 100% Polyester	\$ 2.08	\$ 5,824.00
9	40	Enhanced Visibility Short Sleeve Button Down Work Shirt (Section 3.1.1.1.3) Navy Blue, 100% Cotton, Left and Right Chest Pocket	\$ 3.52	\$ 140.80
10	40	Enhanced Visibility Long Sleeve Button Down Work Shirt (Section 3.1.1.1.3) Navy Blue, 100% Cotton, Left and Right Chest Pocket	\$ 3.52	\$ 140.80
11	70	Enhanced Visibility Work Pant - Men's Cut (Section 3.1.1.2.2) Navy Blue, 100% Cotton	\$ 3.41	\$ 238.70
12	10	Enhanced Visibility Work Pant - Women's Cut (Section 3.1.1.2.2) Navy Blue, 100% Cotton	\$ 3.41	\$ 34.10
		TOTAL EXTENDED WEEKLY RENTAL COST		\$ 27,463.95
13	42,000	WVDOH Logo Patch shall be placed above the left pocket on all shirts, coveralls, bib-overalls and jackets (Section 3.1.1.6)	Cost Each \$ -	\$ -
TOTAL PRICING PAGE, EXHIBIT A.1 COST equals the total of Extended Weekly Rental Cost plus Extended Logo Patch Cost				\$ 27,463.95

**Uniform Rental Service Contract  
Replacement Cost Rate for each Contract Item**

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 3.1.8, Note 2 of the Contract Specifications.

Contract Item #	Estimated Replacement Quantity	Item Description	Replacement EACH Rate	Extended Replacement Cost
1	50	ANSI Class 2 High Visibility Short Sleeve T-Shirt (Section 3.1.1.1.1) Lime Yellow, 100% Polyester, Left Chest Pocket	\$ 24.00	\$ 1,200.00
2	37	ANSI Class 2 High Visibility Short Sleeve Button Down Work Shirt (Section 3.1.1.1.2) Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket	\$ 18.00	\$ 666.00
3	37	ANSI Class 2 High Visibility Long Sleeve Button Down Work Shirt (Section 3.1.1.1.2) Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket	\$ 19.00	\$ 703.00
4	100	Enhanced Visibility Work Pant - Men's Cut (Section 3.1.1.2.1) Dark Blue Denim/Jean material	\$ 22.00	\$ 2,200.00
5	25	Enhanced Visibility Work Pant - Women's Cut (Section 3.1.1.2.1) Dark Blue Denim/Jean material	\$ 22.00	\$ 550.00
6	25	Enhanced Visibility Unlined Flame-Resistant Coveralls (Section 3.1.1.3.1) Navy Blue, 100% Cotton 2-way Zipper, Left and Right Chest Pocket	\$ 98.00	\$ 2,450.00
7	5	Enhanced Visibility Unlined Bib-Overalls (Section 3.1.1.4.1) Dark Blue Denim/Jean Material Adjustable buckled suspenders, Left and/or Right Chest Pocket	\$ 35.00	\$ 175.00
8	125	ANSI Class 2 High Visibility 3-Season Hip Jacket (Section 3.1.1.5.1) Lime Yellow, 100% Polyester	\$ 52.00	\$ 6,500.00
9	5	Enhanced Visibility Short Sleeve Button Down Work Shirt (Section 3.1.1.1.3) Navy Blue, 100% Cotton, Left and Right Chest Pocket	\$ 18.00	\$ 90.00
10	5	Enhanced Visibility Long Sleeve Button Down Work Shirt (Section 3.1.1.1.3) Navy Blue, 100% Cotton, Left and Right Chest Pocket	\$ 18.00	\$ 90.00
11	5	Enhanced Visibility Work Pant - Men's Cut (Section 3.1.1.2.2) Navy Blue, 100% Cotton	\$ 18.00	\$ 90.00
12	1	Enhanced Visibility Work Pant - Women's Cut (Section 3.1.1.2.2) Navy Blue, 100% Cotton	\$ 18.00	\$ 18.00
		<b>TOTAL PRICING PAGE, EXHIBIT A.2 COST</b>		<b>\$ 14,732.00</b>

**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	\$ 27,463.95
	TOTAL PRICING PAGE, EXHIBIT A.2 COST Replacement Cost Page	\$ 14,732.00
	<b>GRAND TOTAL DOLLAR AMOUNT BID</b>	<b>\$ 42,195.95</b>



## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

**"Business entity"** means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

**"Interested party" or "Interested parties"** means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

**"State agency"** means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 #2

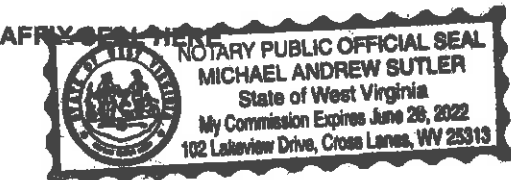
Authorized Signature: [Signature] Date: 4/17/2018

State of West Virginia

County of Kenawha, to-wit:

Taken, subscribed, and sworn to before me this 17<sup>th</sup> day of April, 2018.

My Commission expires June 28, 2022.



NOTARY PUBLIC [Signature]

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Cintas Corporation #2 Address: P.O. Box 625737  
Cincinnati, OH 45262

Authorized Agent: Tony Conley Address: 2122 Winfield Road, St. Albans WV

Contract Number: \_\_\_\_\_ Contract Description: Uniform Rental

Governmental agency awarding contract: WVDOH

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract  
 Check here if none, otherwise list entity/individual names below.
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)  
 Check here if none, otherwise list entity/individual names below.
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)  
 Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature] Date Signed: 4/17/2018

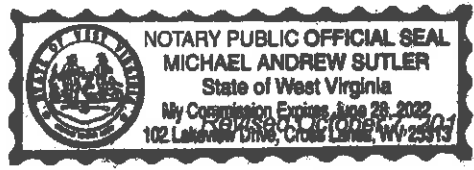
**Notary Verification**

State of West Virginia, County of Kanawha:

I, Tony Conley, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 17<sup>th</sup> day of April, 2018.  
[Handwritten Signature]  
Notary Public's Signature

**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



Comprehensive Proposal For:

**WVDOH**

**High Visibility Garment Rider**

The State and the Agency bear sole responsibility for: (a) determining the level of visibility needed by wearers of any high visibility garments (the "High Visibility Garments") for their specific work conditions or uses; (b) identifying and selecting which High Visibility Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when High Visibility Garments require repair or replacement to meet the required level of visibility. The State and the Agency acknowledge and understand that the High Visibility Garments alone do not ensure visibility of the wearer. The State and the Agency further acknowledge that the Vendor is relying upon the State and the Agency to determine whether any High Visibility Garments need repair or replacement to maintain the required level of visibility. The Vendor represents only that the High Visibility Garments supplied satisfy certain ANSI/ISEA standards to the extent the High Visibility Garments are so labeled. The State and the Agency acknowledge that the Vendor has made no other representations, covenants or warranties, whether express or implied, related to the High Visibility Garments. Further, the State and the Agency hereby release the Vendor from any and all liability that results or might result from the failure of the High Visibility Garments to function per ANSI/ISEA standards, and further agree to defend, indemnify, and hold the Vendor harmless from any claims that result or might result from any such failure.

Comprehensive Proposal For:

**WVDOH**

**Redline Contract Amendment  
Requests**

# REDLINE

## 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:

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

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.

**16. 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.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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.

**19. CANCELLATION:** <sup>30 days</sup> 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.~~

*Any dispute or matter arising in connection with or relating to this Contract shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.*



**24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. 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.

**27. 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.

**28. 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.~~

**29. 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.

**30. 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.

**31. PRIVACY, SECURITY, AND 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>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

~~**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.~~

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

*negligence*  
**36. 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.

*resulting from*  
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.

*third party* *resulting from* *third party*  
**37. 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.

*(2) not applicable*

*to the extent caused by the negligence of the Vendor*

*→ Insert "High Visibility Garments" rider*

# REDLINE

REQUEST FOR QUOTATION  
CRFQ 0903 DOT1800000081  
Uniform Rental Service Contract

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## SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish an open-end Uniform Rental Service Contract to include weekly pickup and drop-off of uniforms, laundering and maintenance services for approximately 2,800 transportation workers.

The Uniform Rental Service Contract shall provide WVDOH employees involved in maintaining our roads and bridges in traffic related areas and WVDOH employees involved in equipment repair shop facilities 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, construction vehicles and equipment.

NOTE: Upon award, this Contract will be in effect for a period of three years with the option of two additional one-year renewals, upon the written consent of the WVDOH and the awarded Vendor.

### 1.1 Transition Contract Period:

- 1.1.1 Upon the award of this new Contract, the current Contract will remain in effect until it expires on July 31, 2018. To ensure that all current WVDOH employees participating in the rental program remain in full uniform, this concurrent transition time-period will allow:

- the new awarded Vendor to fulfill the requirements of the initial measuring, manufacturing, sewing and delivery of the new uniforms to the WVDOH employees participating in the program. The awarded Vendor shall have a total of 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.
- the close-out by the WVDOH and the current Vendor by collecting and picking up all garments associated with the current contract and any additional settling-up details.

The successful Vendor cannot begin billing during the initial 90 days of the new contract, until the current contract expires on July 31, 2018 and all new uniforms have been delivered to the WVDOH facilities.

**REQUEST FOR QUOTATION  
CRFQ 0803 DOT1800000081  
Uniform Rental Service Contract**

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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 3.1.11.

At no time, shall the State of WV pay rental, storage or laundering costs for garments not in the possession of a WVDOH employee. Garments in storage, such as, but not limited to, Seasonal Sleeve Change-Out garments, shall not incur any costs to the State of WV.

- 3.1.3** The Vendor shall have in place, at the time of bidding and ready for use, a software system capable of identifying each garment assigned to this contract and able to track the life cycle of each garment. Manual processes will be not acceptable. The Vendor should provide the name of the software system along with a brief description of the functionality.

Upon request, the Vendor shall provide an electronic report of each garment as assigned to an employee, per District/Division, per location.

In addition, the software system shall provide all reports, but not limited to, as identified in Section 41 of the General Terms and Conditions and Section 10.3 of these contract specifications.

- 3.1.4** Each garment shall have an identification mark or an identification device for identifying and tracking the garment for the individual WVDOH employee. This identification mark or device is preferred to be in the shirt tail of all shirts and jackets. This identification mark or device should be in the waist band of all pants.

- 3.1.5** Vendor shall launder garments to the highest industry standards with hypoallergenic detergents on a weekly basis. Garments not cleaned to the satisfaction of the WVDOH shall be returned to the Vendor for re-laundering until the garment is cleaned to the WVDOH's satisfaction. The Vendor shall not assess an additional charge for the re-laundering of any garment.

- 3.1.6** <sup>not WVDOH's expense</sup> 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 garments that are returned for repair necessitated by normal wear and tear. Failure of the Vendor to~~

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~~repair garments to a satisfactory condition or provide a replacement shall be reason to withhold the next semi-monthly payment until the repair is accomplished.~~

3.1.7 Standard and special alterations shall be done by the Vendor at no additional charge which will include, but not limited to, sleeve length and pant length.

*not WVDOH's expense*

3.1.8 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, reference Note 3 below, 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 purchase of a new garment per Pricing Page, Exhibit A.2, Replacement Cost ~~at the sliding scale~~ described below in Note 2.

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

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

*to the extent the garment is so labeled,*

Note 3: The Vendor shall maintain ANSI approved equipment to inspect and verify that each garment meets the ANSI requirements and the requirements of this contract. Each garment **MUST** continually maintain the required high visibility fabric and reflective tape. At any time that the WVDOH does not feel that a garment meets the requirements, the Vendor shall re-inspect the garment and provide written documentation of that inspection. Any loose, fraying/sluffing or faded reflective tape on any garment **MUST** be repaired immediately or that garment replaced immediately.



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3.1.12.2 During the lifetime of this contract, any garment found being utilized outside of the requirement of this contract will be grounds for legal action against the awarded Vendor by the State of WV.

*held by the Vendor and*

**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 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 11 each of the garment plus weekly laundering and delivery by the Vendor for five each of the garments.

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- 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 thirty 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 three-year contract has complete, the WVDOH has the option to renew the Contract including all subsequent change orders for two additional one-year renewal periods.
- 7.2 Replacement Garments:** At the beginning of each renewal period, as the WVDOH deems necessary, the Vendor shall replace, at a minimum, any garment in circulation over 18 months as part of the renewal option, ~~at no additional cost to the WVDOH~~. Garments in circulation less than 18 months may be considered by the WVDOH for replacement. Additionally, any WVDOH employee may be measured and sized again according to Section 3.1.9 of these specifications. It shall be the responsibility of the Vendor to track the life-cycle of each garment per Section 3.1.3.



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**8. COMPLETION OF CONTRACT:**

Upon the expiration/completion of the contract, whether by decision to not renew or that all renewals have been exhausted, to complete the contract, all WVDOH employees shall return all garments in their possession to their assigned WVDOH Pickup/Delivery Location, unless otherwise advised.

Jointly, the WVDOH upper management and the Vendor shall schedule a final pickup date once a new contract is awarded, functional and a notification of final payment has been determined and advised. The mutually decided final pickup date should be no later than 15 working days after the notification.

~~The WVDOH will not pay damage/replacement costs for returned garments, no matter the visible appearance/presentation of the garment unless a garment is intentionally damaged by the WVDOH and agreed upon by both the Vendor and the WVDOH upper management upon pick-up by the Vendor.~~

Garments lost/misplaced <sup>damaged</sup> while in the possession of the WVDOH will be paid to the Vendor at the damage/replacement cost. The Vendor shall provide one detailed invoice identifying the WVDOH employees, by District/Division, by location, the garments and the damage/replacement cost of the garment ~~per the sliding scale, see Section 3.1.8 Note 2.~~

~~Any lost/misplaced garment older than 18 months, whether lost/misplaced by the Vendor or the WVDOH, shall be at the Vendor's expense and not paid by the WVDOH.~~

The WVDOH shall audit the invoice and approve or adjust the invoice by providing backup documentation for any non-agreed listed garment.

Garments lost/misplaced while in the possession of the Vendor will NOT be paid at the damage/replacement cost, as well as garments in storage/inventory garments.

**9. VENDOR DEFAULT:**

**9.1** The following shall be considered a vendor default under this Contract.

**9.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**9.1.2** Failure to comply with other specifications and requirements contained herein.

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- 9.1.3 Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
  - 9.2.1 Immediate cancellation of the Contract.
  - 9.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract. *upon 30 days written notice*
  - 9.2.3 Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

- 10.1 **No Substitutions:** The Vendor shall supply only Contract Items submitted in response to this Solicitation unless a contract modification is approved in accordance with the provisions contained in this contract.
- 10.2 **Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3 **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. Per Section 3.1.3 of the contract specifications and Section 41 of the General Terms and Conditions.
- 10.4 **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, Eastern Standard Time. Customer service representatives must be familiar with the specifications of this Contract, Pricing Pages, Exhibit A.1, A.2 and WVDOH Pickup/Delivery Locations Pages, Exhibit B.



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

State of West Virginia  
 Request for Quotation  
 08 - Clothing

Proc Folder: 424406

Doc Description: ADDENDUM\_1: WVDH UNIFORM RENTAL SERVICE CONTRACT

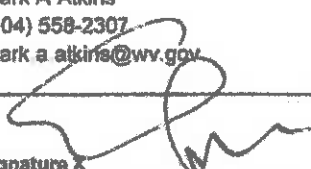
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-04-11	2018-04-17 13:30:00	CRFQ 0803 DOT1800000081	2

**BID RECEIVING LOCATION**  
 BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**  
 Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**  
 Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature 

FEIN # 31-1703809

DATE 4.11.18

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

ADDENDUM\_1: Is issued for the following:

1. To publish the Agency responses to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish an open-end Uniform Rental Service Contract to include weekly pickup and drop-off of uniforms, laundering and maintenance services for approximately 2,800 transportation workers per attached documents.

NOTE: Upon award, this Contract will be in effect for a period of three years with the option of two additional one-year renewals, upon the written consent of the WVDOH and the awarded Vendor.

INVOICE TO		SNP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor shall use Exhibit_A.1, A.2, A.3 Pricing Pages	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
91111501			

Extended Description :

UNIFORM RENTAL SERVICE CONTRACT PER THE ATTACHED PRICING PAGES A.1, A.2, A.3

Note: Vendor shall use Exhibit\_A 1, A.2, A.3 Pricing Pages for bid pricing.  
If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

Vendor shall enter pricing into the Exhibit\_A.1, A.2, A.3 Pricing Pages and must attach with bid. See section 18 of Instructions to Bidders.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 2:00pm EST:	2018-04-05

**SOLICITATION NUMBER: CRFQ 0803 DOT1800000081**

**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1800000081 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. To publish the Agency responses to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

To answer Vendor posed questions.

- Question #1** Is there a mandated reflective tape color or can vendors choose the reflective tape color for enhanced visibility garments?
- Response #1** There is no mandated reflective tape color; however, it must meet Section 2.8 of the contract specifications. It is preferred that the tape on both the Hi-Visibility garments and Enhanced Visibility garments be of the same color, but it is not a requirement of this contract.
- Question #2** What is WVDOH's contingency plan if the vendor awarded the business cannot or does not meet the transition timeline and the current contract expires on July 31<sup>st</sup>?
- Response #2** During the transition timeline, the WVDOH will be in constant contact with the newly awarded vendor and fully expects the awarded vendor to adhere to all the mandatory requirements contained within this RFQ. The State may utilize any and all measures listed in the RFQ or legally mandated at its disposal in the event of a default in the execution of this contract.
- Question #3** Do vendors have an option to quote a flat loss and/or ruin charge?
- Response #3** Vendors shall bid per Section 3.1.8 of the contract specifications and Pricing Page, Exhibit A.2.
- Question #4** Emblems: 3.1.1.6.4 – The bid language states “The Vendor’s bid price for the patch shall include the price of the patch and the price of the initial attachment to the shirts, coveralls, bids and jackets. There shall be no additional compensation to the vendor for maintaining or replacing the patches.” Is the intent for the WVDOH to pay the one time “patch” amount upon install and nothing thereafter? However, the last sentence suggests we can bill emblems for new wearers and replacements, please clarify.
- Response #4** A one-time charge for a patch can only be billed when being applied to a new garment.

WVDOH Uniform Rental Service Contract

Question #5

Please clarify the language in 4.2 Pricing pages. Am I correct by stating the following?

- a. 1 (one) unit is equal to 11 pieces for item 1-5
- b. 1 (one) unit is equal to 2 pieces for item 6
- c. 1 (one) unit is equal to 11 pieces for item 7
- d. 1 (one) unit is equal to 2 pieces for item 8
- e. 1 (one) unit is equal to 11 pieces for items 9-12

Response #5

Yes.

Question #6

Clarify pricing page exhibit A.1 Am I correct by stating the following?

- a. One weekly unit rate is equal to [name redacted] bid amount for 11 item #2 shirts
- b. Extended weekly cost for item #2 is equal to [name redacted] bid amount times 2000

Response #6

Yes.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0803 DOT180000081**

**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.

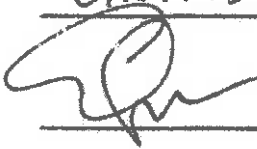
**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**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 type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input 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 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 CORP. #2  
Company  
  
Authorized Signature  
4.11.18  
Date

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