

The following documentation is an electronicallysubmitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.



WOASIS	Jump to: PRCUID 🟦 Go 😥 Home 🌽 Personalize 🚳 Accessibility 🛜 App Help 🌾 About
Velcome, Robert M Ross	Procurement Budgeting Accounts Receivable Accounts Payable
Solicitation Response(SR) Dept: 0803 ID: ESR0614230000006344 Ver.: 1 Function: New Phase: Final Modified by batch . 06/15/2023	
Header () 3	
	🗮 List View
General Information Contact Default Values Discount Document Information Clarification Request	
Procurement Folder: 1233121	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0803
Vendor ID: 000000174339	SO Doc ID: DOT2300000143
Legal Name: CINTAS CORPORATION NO 2	Published Date: 6/8/23
Alias/DBA:	Close Date: 6/15/23
Total Bid: S0.00	Close Time: 13:30
Response Date: 06/14/2023	Status: Closed
Response Time: 15:28	Solicitation Description: ADDENDUM NO_1 Uniform Rental Services
Responded By User ID: CintasCorp525	Total of Header Attachments: 3
First Name: Lena	Total of All Attachments: 3
Last Name: Arthur	
Email: arthurl@cintas.com	
Phone: 304-755-0590	



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

State of West Virginia Solicitation Response

Proc Folder:	1233121				
Solicitation Description:	ADDENDUM NO_1 Uniform Rental Services				
Proc Type:	Central Master A	Central Master Agreement			
Solicitation Closes		Solicitation Response	Version		
2023-06-15 13:30		SR 0803 ESR0614230000006344	1		

VENDOR					
000000174339 CINTAS CORPORATION	NO 2				
Solicitation Number:	CRFQ 0803 DOT2300000143				
Total Bid:	0	Response Date:	2023-06-14	Response Time:	15:28:44
Comments:					

FOR INFORMATION CONTACT THE BUYER John W Estep 304-558-2566 john.w.estep@wv.gov		
Vendor Signature X	FEIN#	DATE
All offers subject to all terms and conditions conta	ained in this solicitation	

Date Printed: Jun 15, 2023

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	ANSI Class 2 High Vis Short Sleeve T-Shirt	0.00000	EA	3.850000	0.00
Comm	Code Manufacturer		Specifica	ation	Model #
911115	01				
Commo	odity Line Comments:				
	ed Description:				
	TACHED PRICING PAGE - ATTACHMENT A,				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	ANSI Class 2 High Vis Short Sleeve Button Down Work Shirt	0.00000	EA	3.960000	0.00
Comm	Code Manufacturer		Specifica	ation	Model #
911115	01				
Commo	odity Line Comments:				
	ed Description: TACHED PRICING PAGE ATTACHMENT A, I	FOR ACTU	AL COST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	ANSI Class 2 High Vis Long Sleeve Button Down Work Shirt	0.00000	EA	3.960000	0.00
Comm	Code Manufacturer		Specifica	ation	Model #
911115	01				
	odity Line Comments:				
	ed Description: TACHED PRICING PAGE ATTACHMENT A, F	OR ACTUA	AL COST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Enhanced Vis Work Pant - Men's Cut	0.00000	EA	4.070000	0.00
Comm			Specifica	ation	Model #
911115	01				
Commo	odity Line Comments:				
	ed Description:				
	TACHED PRICING PAGE ATTACHMENT A, F	OR ACTUA	AL COST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Enhanced Vis Work Pant - Women's Cut	0.00000	EA	4.070000	0.00
Comm	Code Manufacturer		Specifica	ation	Model #
911115	.01				
Commo	odity Line Comments:				
	ed Description:				
SEE AT	TACHED PRICING PAGE ATTACHMENT A, F	OR ACTUA	AL COST		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Enhanced Vis Unlined Flame-Resistant Coveralls	0.00000	EA	1.240000	0.00
Comm	Code Manufacturer		Specific	ation	Model #
911115	501				
Commo	odity Line Comments:				
Extend	led Description:				
SEE AT	ITACHED PRICING PAGE ATTACHMENT A, F	OR ACTUA	AL COST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	ANSI Class 2 High Vis 3-Season Hip Jacket	0.00000	EA	1.360000	0.00
Comm	Code Manufacturer		Specific	ation	Model #
911115	501				
Commo	odity Line Comments:				
	led Description:				
SEE AT	ITACHED PRICING PAGE ATTACHMENT A, F	OR ACTUA	AL COST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Enhanced Vis Unlined Bib-Overalls	0.00000	EA	6.600000	0.00
Comm	Code Manufacturer		Specific	ation	Model #
911115	501				
	ditu Line Commente:				
	odity Line Comments: led Description:				
	TTACHED PRICING PAGE ATTACHMENT A, F	OR ACTUA	AL COST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Enhanced Vis Short Sleeve Button Down Work Shirt	0.00000	EA	3.630000	0.00
Comm	Code Manufacturer		Specific	ation	Model #
911115	501				
Commo	odity Line Comments:				
	led Description:				
SEE AT	ITACHED PRICING PAGE ATTACHMENT A, F	OR ACTUA	AL COST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Enhanced Vis Long Sleeve Button Down Work Shirt	0.00000	EA	3.630000	0.00
Comm	Code Manufacturer		Specific	ation	Model #
911115	501				
Commo	odity Line Comments:				
	led Description:				
SEE AT	ITACHED PRICING PAGE ATTACHMENT A, F	OR ACTUA	AL COST		

	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Enhanced Vis Work Pant - Men's Cut	0.00000	EA	3.850000	0.00
Comm	Code Manufacturer		Specifica	ation	Model #
911115	01				
Commc	odity Line Comments:				
	ed Description: TACHED PRICING PAGE ATTACHMENT A,	FOR ACTUA	LCOST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Enhanced Vis Work Pant - Women's Cut	0.00000	EA	3.850000	0.00
Comm	Code Manufacturer		Specifica	ation	Model #
911115	01				
Commc	odity Line Comments:				
	ed Description: TACHED PRICING PAGE ATTACHMENT A,	FOR ACTUA	L COST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Enhanced Vis Cargo Pant - Men's Cut	0.00000	EA	3.520000	0.00
Comm	Code Manufacturer		Specifica	ation	Model #
			Specifica	ation	Model #
911115	01		Specifica	ation	Model #
911115 Commo Extend		FOR ACTUA		ation	Model #
911115 Commo Extend SEE AT	01 odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A,		L COST		
911115 Commo Extend SEE AT Line	01 odity Line Comments: ed Description:	FOR ACTUA Qty 0.00000		Unit Price 3.520000	Model # Ln Total Or Contract Amount 0.00
911115 Commo Extend SEE AT Line 14	odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Enhanced Vis Cargo Pant - Women's Cut	Qty	L COST Unit Issue	Unit Price 3.520000	Ln Total Or Contract Amount
Commo Extend SEE AT Line 14 Comm	Odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Enhanced Vis Cargo Pant - Women's Cut Code Manufacturer	Qty	L COST Unit Issue EA	Unit Price 3.520000	Ln Total Or Contract Amount 0.00
911115 Commo Extend SEE AT Line 14 Comm 911115	Odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Enhanced Vis Cargo Pant - Women's Cut Code Manufacturer	Qty	L COST Unit Issue EA	Unit Price 3.520000	Ln Total Or Contract Amount 0.00
911115 Commo Extend SEE AT Line 14 011115 Commo Extend	Odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Enhanced Vis Cargo Pant - Women's Cut Code Manufacturer 01	Qty 0.00000	L COST Unit Issue EA Specifica	Unit Price 3.520000	Ln Total Or Contract Amount 0.00
911115 Commo Extend SEE AT Line 14 911115 Commo Extend SEE AT	01 odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Enhanced Vis Cargo Pant - Women's Cut Code Manufacturer 01 odity Line Comments: ed Description:	Qty 0.00000	L COST Unit Issue EA Specifica	Unit Price 3.520000	Ln Total Or Contract Amount 0.00
911115 Commo Extend SEE AT 14 74 Commo Extend SEE AT Line	01 odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Enhanced Vis Cargo Pant - Women's Cut Code Manufacturer 01 odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A,	Qty 0.00000	L COST Unit Issue EA Specifica	Unit Price 3.520000	Ln Total Or Contract Amount 0.00 Model #
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911115 Commo SEE AT Line 14 Comm 911115 Commo Extend SEE AT Line 15	01 odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Enhanced Vis Cargo Pant - Women's Cut Code Manufacturer 01 Odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc WVDOH Logo Patch Code Manufacturer	Qty 0.00000 FOR ACTUA Qty	L COST Unit Issue EA Specifica	Unit Price 3.520000 ation Unit Price 0.000000	Ln Total Or Contract Amount 0.00 Model # Ln Total Or Contract Amount 0.00
911115 Commo Extend SEE AT Line 14 Comm 911115 Commo Extend SEE AT Line 15 Comm 111621	01 odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Enhanced Vis Cargo Pant - Women's Cut Code Manufacturer 01 Odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc WVDOH Logo Patch Code Manufacturer 35	Qty 0.00000 FOR ACTUA Qty	L COST Unit Issue EA Specifica	Unit Price 3.520000 ation Unit Price 0.000000	Ln Total Or Contract Amount 0.00 Model # Ln Total Or Contract Amount 0.00
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S3102700 Commodity Line Comments: Extended Description: SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amo 17 Replacement: ANSI Class 2 High Vis Short 0.00000 EA 0.000000 0.00 Steeve wk shirt Comm Code Manufacturer Specification Model # Steeve wk shirt Commodity Line Comments: Extended Description: SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amo SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST Line Commodity Line Comments: Extended Description: SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST Commodity Line Comments: Extended Description: SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST Line <td cob<="" th=""><th>Sleeve T-Shirt m Code 2700 modity Line Comments: mded Description: ATTACHED PRICING PAGE ATTACHMENT Comm Ln Desc Replacement: ANSI Class 2 High Vis Sh Sleeve wk shirt m Code 2700 modity Line Comments: mded Description: ATTACHED PRICING PAGE ATTACHMENT Comm Ln Desc</th></td>	<th>Sleeve T-Shirt m Code 2700 modity Line Comments: mded Description: ATTACHED PRICING PAGE ATTACHMENT Comm Ln Desc Replacement: ANSI Class 2 High Vis Sh Sleeve wk shirt m Code 2700 modity Line Comments: mded Description: ATTACHED PRICING PAGE ATTACHMENT Comm Ln Desc</th>	Sleeve T-Shirt m Code 2700 modity Line Comments: mded Description: ATTACHED PRICING PAGE ATTACHMENT Comm Ln Desc Replacement: ANSI Class 2 High Vis Sh Sleeve wk shirt m Code 2700 modity Line Comments: mded Description: ATTACHED PRICING PAGE ATTACHMENT Comm Ln Desc
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19 Replacement: Enhanced Vis Work Pant - 0.00000 EA 0.000000 0.00 Men's Cut Manufacturer Specification Model #	-	
Men's Cut Comm Code Manufacturer Specification Model #	Comm Ln Desc	
53102700	m Code Manufacture	
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Commodity Line Comments:	nodity Line Comments:	
Extended Description:	-	
SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST	ATTACHED PRICING PAGE ATTACHMENT	
Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amo	Comm Ln Desc	
20 Replacement: Enhanced Vis Work Pant - 0.00000 EA 0.000000 0.00 Women's Cut		
Comm Code Manufacturer Specification Model #	m Code Manufacturo	
53102700	IN SOUC INIAIIUIACLUIE	
Commodity Line Comments:		
Extended Description:	2700	
SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST	2700 nodity Line Comments:	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Replacement:Enhanced Vis Unlined Flame- Resistant Coveralls	0.00000	EA	0.000000	0.00
Comm	Code Manufacturer		Specific	ation	Model #
531027	700				
Commo	odity Line Comments:				
Extend	led Description:				
SEE AT	ITACHED PRICING PAGE ATTACHMENT A, F	OR ACTUA	AL COST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Replacement:ANSI Class 2 High Vis 3- Season Hip Jacket	0.00000	EA	0.000000	0.00
Comm	Code Manufacturer		Specific	ation	Model #
531027	700				
	odity Line Comments: led Description:				
	ITACHED PRICING PAGE ATTACHMENT A, F	OR ACTU	AL COST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Replacement: Enhanced Vis Unlined Bib-	0.00000	EA	0.000000	0.00
	Overalls				
Comm	Code Manufacturer		Specific	ation	Model #
531027	700				
	odity Line Comments:				
	led Description: ITACHED PRICING PAGE ATTACHMENT A, F	OR ACTU	AL COST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Replacement:Enhanced Vis Short Sleeve wk shirt	0.00000	EA	0.000000	0.00
Comm	Code Manufacturer		Specific	ation	Model #
531027	700				
Commo	odity Line Comments:				
Extend	led Description:				
SEE A1	ITACHED PRICING PAGE ATTACHMENT A, F	OR ACTUA	AL COST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Replacement: Enhanced Vis Long Sleeve wk shirt	0.00000	EA	0.000000	0.00
Comm	Code Manufacturer		Specific	ation	Model #
531027	700				
Commo	odity Line Comments:				
	led Description:				
SEE AT	ITACHED PRICING PAGE ATTACHMENT A, F	OR ACTUA	AL COST		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Replacement:Enhanced Vis Work Pant - Men's Cut	0.00000	EA	0.000000	0.00
Comm	Code Manufacturer		Specifica	ation	Model #
531027	00				
Commo	odity Line Comments:				
Extend	ed Description:				
	TACHED PRICING PAGE ATTACHMENT A,	FOR ACTUA	AL COST		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Replacement:Enhanced Vis Work Pant - Women's Cut	0.00000	EA	0.000000	0.00
Comm	Code Manufacturer		Specifica	ation	Model #
531027	00		•		
001021					
Commo	odity Line Comments: ed Description:				
Commo Extend	odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Replacement:Enhanced Vis Cargo Pant -	FOR ACTUA Qty 0.00000	AL COST Unit Issue EA	Unit Price 0.000000	Ln Total Or Contract Amount 0.00
Commo Extend SEE AT Line	odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc	Qty	Unit Issue		
Commo Extend SEE AT Line	odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Replacement:Enhanced Vis Cargo Pant - Men's Cut	Qty	Unit Issue	0.000000	
Commo Extend SEE AT Line 28	odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Replacement:Enhanced Vis Cargo Pant - Men's Cut Code Manufacturer	Qty	Unit Issue EA	0.000000	0.00
Commo Extend SEE AT Line 28 Comm 531027	odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Replacement:Enhanced Vis Cargo Pant - Men's Cut Code Manufacturer	Qty	Unit Issue EA	0.000000	0.00
Commo Extend SEE AT Line 28 Comm 531027 Commo	odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Replacement:Enhanced Vis Cargo Pant - Men's Cut Code Manufacturer 00	Qty	Unit Issue EA	0.000000	0.00
Commo Extend SEE AT Line 28 Commo 531027 Commo Extend	odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Replacement:Enhanced Vis Cargo Pant - Men's Cut Code Manufacturer '00 Odity Line Comments:	Qty 0.00000	Unit Issue EA Specifica	0.000000	0.00
Commo Extend SEE AT Line 28 Commo 531027 Commo Extend	odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Replacement:Enhanced Vis Cargo Pant - Men's Cut Code Manufacturer 00 odity Line Comments: ed Description:	Qty 0.00000	Unit Issue EA Specifica	0.000000	0.00
Commo SEE AT Line 28 Commo 531027 Commo Extend SEE AT	odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Replacement:Enhanced Vis Cargo Pant - Men's Cut Code Manufacturer 00 odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A,	Qty 0.00000	Unit Issue EA Specifica	0.000000	0.00 Model #
Commo Extend SEE AT Line 28 Commo 531027 Commo Extend SEE AT Line	odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Replacement:Enhanced Vis Cargo Pant - Men's Cut Code Manufacturer 00 odity Line Comments: ed Description: TACHED PRICING PAGE ATTACHMENT A, Comm Ln Desc Replacement:Enhanced Vis Cargo Pant - Women's Cut	Qty 0.00000 FOR ACTUA Qty	Unit Issue EA Specifica	0.000000 ation Unit Price 0.000000	0.00 Model # Ln Total Or Contract Amount

Commodity Line Comments:

Extended Description:



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

State of West Virginia Centralized Request for Quote Clothing

Proc Folder:	1233121		Reason for Modification:
Doc Descriptio	n: ADDENDUM NO_1 Un	iform Rental Services	ADDENDUM NO_1 Vendor Questions and Responses
Proc Type:	Central Master Agreeme	ent	
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-08	2023-06-15 13:30	CRFQ 0803 DOT2300000143	2

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

VENDOR
Vendor Customer Code: Headquarter Account Code - 000000174339
Vendor Name : Cintas Corporation No.2
Address: Cintas Corporation No.2
Street: 6800 Cintas Boulevard
City: Mason
State :OhioCountry :United StatesZip :45040
Principal Contact : Michael Rupprecht
Vendor Contact Phone: 410-218-3454 Extension: RupprechtM@Cintas.com
FOR INFORMATION CONTACT THE BUYER John W Estep 304-558-2566 john.w.estep@wv.gov
Vendor Michael J. Rupprecht 31-1703809 DATE June 15, 2023 Signature X FEIN#
All offers subject to all terms and conditions contained in this solicitation

all terms and conditions contained in this solicitation IJ

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end Uniform Rental Services contract to include weekly pickup and drop-off of uniforms, laundering and maintenance services for approximately 2,800 transportation workers. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE	10		SHIP TO			
VARIOUS LOCATIO	NS		VARIOUS A	IS		
AS INDIC	ATED BY ORDER		AS INDICA	TED BY ORDER		
No City US		WV	No City US		WV	
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
1		Nis Short Sleeve T-Shirt	0.00000	EA	••••••	
Comm Co	de	Manufacturer	Specificatio	on	Model #	
91111501						
	Description: ACHED PRICING PA	AGE - ATTACHMENT A, FO	R ACTUAL COST			
INVOICE	ΤΟ		SHIP TO			
VARIOUS LOCATIO	AGENCY		VARIOUS A			
AS INDIC	ATED BY ORDER		AS INDICA	TED BY ORDER		
No City US		wv	No City US		WV	
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
2	ANSI Class 2 High Down Work Shirt	Nis Short Sleeve Button	0.00000	EA		
Comm Co	ode	Manufacturer	Specificatio	on	Model #	
91111501			· · · · · · · · · · · · · · · · · · ·			

Extended Description:

SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST

INVOICE	ETO	SHIP TO			
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US		US	<u> </u>	<u></u>	
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	ANSI Class 2 High Vis Long Sleeve Button Down Work Shirt	0.00000	EA		
Comm (Code Manufacturer	Specificati	on	Model #	
9111150	01	•			
	d Description: TACHED PRICING PAGE ATTACHMENT A, F	OR ACTUAL COST			
INVOICE	2TO	SHIP TO			
	IS AGENCY	VARIOUS			
	CATED BY ORDER	AS INDICA	ATED BY ORDER		
No City	WV	No City		wv	
US		US			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Enhanced Vis Work Pant - Men's Cut	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
91111501				

SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST

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INVOIC	ЕТО		SHIP TO			
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AS INDI	CATED BY ORDER		AS INDICAT	TED BY ORDER		
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US	- <u></u>		US			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
5	Enhanced Vis Wo	rk Pant - Women's Cut	0.00000	EA		
Comm	Code	Manufacturer	Specification	n	Model #	
9111150	01					
		AGE ATTACHMENT A, FO	OR ACTUAL COST			
VARIOU LOCATI	JS AGENCY IONS		VARIOUS A			······································
AS INDI	CATED BY ORDER		AS INDICAT	ED BY ORDER		
No City		WV	No City		WV	
US			US			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
6	Enhanced Vis Unl Coveralls	ined Flame-Resistant	0.00000	EA		
Comm	Code	Manufacturer	Specificatio	n	Model #	
9111150	01		<u>, , =</u> ,			

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Extended Description: SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST

	E TO JS AGENCY	SHIP TO VARIOUS			
LOCAT		LOCATION			
AS IND	ICATED BY ORDER	AS INDICA	TED BY ORDER		
No City	WV	No City		wv	
US		US			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	ANSI Class 2 High Vis 3-Season Hip Jacke	t 0.00000	EA		
Comm	Code Manufacturer	Specificatio	on	Model #	
911115	01				
	ed Description:				
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SEE AT INVOIC VARIOU LOCAT AS IND No City US Line	TACHED PRICING PAGE ATTACHMENT A, F ETO JS AGENCY IONS ICATED BY ORDER WV Comm Ln Desc Enhanced Vis Unlined Bib-Overalls	SHIP TO VARIOUS LOCATION AS INDICA No City US Qty	IS ATED BY ORDER Unit Issue EA		Total Price

LOCATIO	S AGENCY NS ATED BY ORDER Comm Ln Desc Enhanced Vis Lon Shirt	WV g Sleeve Button Down Work Manufacturer	VARIOUS AG LOCATIONS AS INDICATE No City US Qty 0.00000 Specification	ENCY D BY ORDER Unit Issue EA	WV Unit Price Model #	Total Price
VARIOUS LOCATIO AS INDIC No City US Line	AGENCY NS ATED BY ORDER Comm Ln Desc Enhanced Vis Lon		VARIOUS AG LOCATIONS AS INDICATE No City US Qty	D BY ORDER		
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VARIOUS LOCATIO AS INDIC No City	AGENCY NS	wv	VARIOUS AG LOCATIONS AS INDICATE No City		WV	
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Comm C	ode	Manufacturer	Specification		Model #	
9	Enhanced Vis Sho Shirt	ort Sleeve Button Down Work	0.00000	EA		
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
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No City		WV	No City		WV	
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AS INDIC			LOCATIONS			
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Extended Description:

INVOICE TO					
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US		US			
Line Comm Ln	Desc	Qty	Unit Issue	Unit Price	Total Price
11 Enhanced	Vis Work Pant - Men's Cut	0.00000	EA	•	
Comm Code	Manufacturer	Specificatio	on	Model #	
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Extended Description		R ACTUAL COST			
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Extended Description: SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST

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INVOICE	ETO		SHIP TO			
VARIOU	S AGENCY ONS		VARIOUS / LOCATION			
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No City		WV	No City		WV	
US			US			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
13	Enhanced Vis Carg	o Pant - Men's Cut	0.00000	EA		
Comm C	Code	Manufacturer	Specificatio	on	Model #	
9111150	1					
	d Description: FACHED PRICING PAG	GE ATTACHMENT A, F	FOR ACTUAL COST			
	S AGENCY		VARIOUS	AGENCY	n an sharing an state of the second secon	en de la construire de la contrage e <u>n tradición de</u>
LOCATIO			LOCATION			
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No City US		WV	No City US		WV	
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
14	Enhanced Vis Carg	o Pant - Women's Cut	0.00000	EA		
Comm C	Code	Manufacturer	Specificatio	on	Model #	······································

91111501

Extended Description:

LOCATIO	ATED BY ORDER Comm Ln Desc Replacement: ANS Sleeve T-Shirt	WV I Class 2 High Vis Short Manufacturer	AS INDICATI No City US Qty 0.00000 Specification	ED BY ORDER Unit Issue EA	WV Unit Price Model #	Total Price
LOCATIO AS INDIC No City US Line	ATED BY ORDER Comm Ln Desc Replacement: ANS		No City US Qty	Unit Issue		Total Price
LOCATIO AS INDIC No City US Line	ATED BY ORDER		No City US Qty	Unit Issue		Total Price
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LOCATIO AS INDIC No City		wv	No City	ED BY ORDER	wv	
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Comm Co	ode	Manufacturer	Specification		Model #	
15	WVDOH Logo Pato	h	0.00000	EA		
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
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Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
17	Replacement: ANS Sleeve wk shirt	SI Class 2 High Vis Short	0.00000	EA		
Comm C	Code	Manufacturer	Specification		Model #	
5310270	0					
INVOICE	TO		SHIP TO			
	S AGENCY		VARIOUS AG	GENCY		
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US			US			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
18	Replacement:ANS Sleeve Wk Shirt	I Class 2 High Vis Long	0.00000	EA		
Comm C	Code	Manufacturer	Specification		Model #	
5310270	0					

VARIOUS	S AGENCY DNS CATED BY ORDER WV Comm Ln Desc Replacement: Enhanced Vis Wo Women's Cut	LOCATIO AS INDIC No City US Qty rk Pant - 0.00000	ATED BY ORDER Unit Issue EA	WV Unit Price Model #	Total Price
VARIOUS LOCATIC AS INDIC No City US Line	S AGENCY DNS CATED BY ORDER WV Comm Ln Desc Replacement: Enhanced Vis Wo	LOCATIO AS INDIC No City US Qty	NS ATED BY ORDER Unit Issue		Total Price
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53102700)				
Comm C	ode Manufactu	rer Specificat	ion	Model #	
	Cut		EA		
Line 19	Comm Ln Desc Replacement: Enhanced Vis Wo	Qty	Unit Issue EA	Unit Price	Total Price
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	ATED BY ORDER		INS ATED BY ORDER		
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Extended Description: SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST

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No City	W	N	No City		WV	
US			US			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
21	Replacement:Enhance Resistant Coveralls	d Vis Unlined Flame-	0.00000	EA		
Comm Co	ode M	anufacturer	Specification		Model #	<u> </u>
53102700)					·······
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SEE ATTA INVOICE VARIOUS LOCATIO	ACHED PRICING PAGE TO S AGENCY DNS	ATTACHMENT A, FOR	SHIP TO VARIOUS AG LOCATIONS			
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SEE ATT/ INVOICE VARIOUS LOCATIC AS INDIC No City US	ACHED PRICING PAGE TO SAGENCY NS CATED BY ORDER W Comm Ln Desc		SHIP TO VARIOUS AG LOCATIONS AS INDICATE No City US	D BY ORDER		
SEE ATT/ INVOICE VARIOUS LOCATIC AS INDIC No City US Line	ACHED PRICING PAGE TO AGENCY NS CATED BY ORDER W Comm Ln Desc Replacement:ANSI Cla Hip Jacket	∧	SHIP TO VARIOUS AG LOCATIONS AS INDICATE No City US Qty	D BY ORDER		

INVOICE VARIOUS LOCATIC	TO AGENCY WS ATED BY ORDER WV Comm Ln Desc Replacement:Enhanced Vis Short Sleeve shirt	SHIP TO VARIOUS A LOCATIONS AS INDICAT No City US Qty	AGENCY S FED BY ORDER Unit Issue EA	WV Unit Price Model #	Total Price
INVOICE VARIOUS LOCATIC AS INDIC No City US Line	TO SAGENCY INS ATED BY ORDER WV Comm Ln Desc	SHIP TO VARIOUS A LOCATIONS AS INDICAT No City US Qty	GENCY S FED BY ORDER Unit Issue	WV	<u></u>
INVOICE VARIOUS LOCATIC AS INDIC No City	TO AGENCY NS ATED BY ORDER	SHIP TO VARIOUS A LOCATION AS INDICAT No City	GENCY S		
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INVOICE	ΤΟ	SHIP TO			
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Comm Co	ode Manufacturer	Specificatio	n	Model #	
23	Replacement: Enhanced Vis Unlined Bib- Overalls	0.00000	EA		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
No City US	WV	No City US		WV	
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US			US			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
25	Replacement: Ent shirt	nanced Vis Long Sleeve wk	0.00000	EA		
Comm C	Sode	Manufacturer	Specification		Model #	
5310270	0					
		AGE ATTACHMENT A, FOR	ACTUAL COST			
VARIOU	S AGENCY ONS		VARIOUS AG	BENCY		
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US	· · · · · · · · · · · · · · · · · · ·		US			
Line	Comm Ln Desc	· · · · · · · · · · · · · · · · · · ·	Qty	Unit Issue	Unit Price	Total Price
26	Replacement:Enh Cut	anced Vis Work Pant - Men's	0.00000	EA		
Comm C	Code	Manufacturer	Specification		Model #	
5310270	0					

SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST

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INVOICE	ТО		SHIP TO			
LOCATIC	AGENCY INS ATED BY ORDER		VARIOUS A LOCATIONS AS INDICAT			
No City US		WV	No City US		WV	
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
27	Replacement:Enh Women's Cut	anced Vis Work Pant -	0.00000	EA		
Comm C	ode	Manufacturer	Specification	n	Model #	
53102700)					
		AGE ATTACHMENT A, FO	OR ACTUAL COST			
	AGENCY NS		VARIOUS A LOCATIONS			
AS INDIC	ATED BY ORDER		AS INDICAT	ED BY ORDER		
No City US		WV	No City US		WV	
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
28	Replacement:Enh Cut	anced Vis Cargo Pant - Me	en's 0.00000	EA		
Comm C	ode	Manufacturer	Specification	<u>ו</u>	Model #	
53102700)		<u>, , , , , , , , , , , , , , , , , , , </u>			

Extended Description: SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST

INVOICE	E TO	SHIP TO			
VARIOU	JS AGENCY ONS	VARIOUS			
AS INDI	CATED BY ORDER	AS INDICA	ATED BY ORDER		
No City	WV	No City		WV	
US		US			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Replacement:Enhanced Vis Cargo Pant - Women's Cut	0.00000	EA		
Comm (Code Manufacturer	Specificati	on	Model #	
5310270	00				
Extende	d Description:				
	TACHED PRICING PAGE ATTACHMENT A, FO	R ACTUAL COST			
SCHEDU	JLE OF EVENTS			-	
10.00		-	and Data		

CONLEGE	CONEDCEE OF EVENTO					
Line	<u>Event</u>	Event Date				
1	TECH QUESTIONS DUE BY 10:00 AM	2023-06-07				

SOLICITATION NUMBER: CRFQ DOT2300000143 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT23000000143 ("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
- [X] Attachment of vendor questions and responses
- [] Attachment of pre-bid sign-in sheet
- [] Correction of error
- [] Other

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 06/15/2023 at 1:30pm

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.

Solicitation Number # DOT2300000143

Responses to Questions from Vendors

Question 1

From section 3.2: What type of sample of the Electronic Tracking Device? Do you want a picture, video or the actual hand- held unit?

Answer 1

The electronic tracking device is the means by which garments can be scanned. This may have a barcode or some other industry technology that allows the garment to be scanned and tracked. We do not need the scanner, only the device that would be adhered to the garment.

Question 2

From section 3.3.5: With on site scanning, will all discrepancies be settled by the scanning report. Example – an WVDOH employee think they are short a garment, tracking shows they received what they turned in. Will WVDOH accept the on site scanning report to resolve the issue?

Answer 2

Scanning on site at the time of delivery rather than upon loading of the truck or while at the laundering facility is more reliable in disputes to serve as evidence of delivery. Every situation is different, and WVDOH reserves the right to dispute any charge.

Question 3

From section 3.311.3: With 15 days to measure all employees, can that be extended? With vacations on the part of WVDOH and a holiday, the concern is completing 100% in 15 days.

Answer 3

All sizing events will need to be scheduled and held within the 15-day criteria described in the Contract specifications. Employees who miss their sizing event will need to attend a sizing event for another District. For the few employees who cannot attend a sizing event, other accommodations for individual employee sizing may need to be made. The ordering of garments should not be held up or delayed to accommodate employees who were unable to attend a sizing event. WVDOH will not hold the Vendor at fault for employee's inability to attend an arranged sizing event.

Question 4

From section 4: Please define circulation/use in reference to 24 month life cycle of the garments. Does that mean all garments must be replaced after 24 months of the contract or 24 months of use (defined in washings)?

Answer 4

The across-the-board replacement of <u>all</u> garments in circulation for 24 months or more is only required at the time of the contract's renewal. "Circulation" and "in use" in terms of the 24-month garment replacement is measured from the date of the garment's original issuance to the employee, minus the amount of time the same garment has been in in storage for seasonal sleeve changeout.

In reference to the Damaged Garment Sliding Scale in section 3.3.10, the following applies: If the same garment was reissued to more than one employee over a duration of time, the amount of time the garment has been cumulatively issued to each employee, minus any time in storage, would make up the time in "circulation" or "in use" for the determination of the % replacement cost to be paid by WVDOH for replacement garments.

Question 5

General Question: If the current provider is not awarded the new contract, then the current emergency contract will end on a specific day. If the new vendor is not ready for installation, what is the go forward plan?

Answer 5

The emergency contract will end once the awarded vendor has outfitted WVDOH personnel and is ready to assume responsibility for carrying out the requirements of the contract. If the awarded vendor is not able to get up and running before the expiration of the emergency contract, the WVDOH will be without a contract for the interim.

Question 6

As we begin to work through the RFP here again, I wanted to see how we go about adding an additional line item for the Jacket Liners?

Answer 6

Section 3.3.1.4 states the following: "ANSI Class 2 High Visibility Jackets, Contract Item 7, shall be hip-style, three-season (Fall, Winter, and Spring) jackets and shall be lime-yellow in color, 100% polyester material. A three-season jacket shall have either a quilted lining or a zip-in liner included with the jacket and shall be waterresistant. Standard garment." No separate contract item will be added for the liner. In order to qualify as a threeseason jacket, the lining would need to be included in the jacket's bid price, regardless of whether the quilted lining is sewn into the jacket, or the jacket uses a zip in liner; these will not be considered as separate rental garments.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2300000143

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)

[X]	Addendum No. 1	[]	Addendum No. 6
[]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	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 Corporation No.2

Company

Michael J. Rupprecht Authorized Signature

June 15, 2023

Date

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

WVDOH Uniform Rental Service Contract 6623C044 Pricing Page, Attachment A (ATT A)

<u>Cintas Corporation No.2</u>

Part I. Weekly Rental Cost Instructions: Vendor shall provide One Weekly Unit Rate for each Contract Item listed below. Failure to provide a bid price for every Contract Item below will result in the Vendor's bid being disqualified.

NOTE: Please refer to Section 5.2.1 of the Contract Specifications for description of a "Unit".

Contract	Estimated ** Weekly Unit		One Weekly	Extended Weekly
Item #	Quantity	Item Description	Unit Rate	Cost
1	320	ANSI Class 2 High Visibility Short Sleeve T-Shirt (Section 3.3.1.1) Lime Yellow, 100% Polyester, Left Chest Pocket	\$3.85	\$1,232.00
2	2,000	ANSI Class 2 High Visibility Short Sleeve Button Down Work Shirt (Section 3.3.1.1) Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket	\$3.96	\$7,920.0
3	400	ANSI Class 2 High Visibility Long Sleeve Button Down Work Shirt (Section 3.3.1.1) Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket	\$3.96	\$1,584.0
4	2,400	Enhanced Visibility Work Pants - Men's Cut (Section 3.3.1.2) Dark Blue Denim/Jean material	\$4.07	\$9,768.0
5	350	Enhanced Visibility Work Pants - Women's Cut (Section 3.3.1.2) Dark Blue Denim/Jean material	\$4.07	\$1,424.5
6	1,000	Enhanced Visibility Unlined Flame-Resistant Coveralls (Section 3.3.1.3) Navy Blue, 2-way Zipper, Left and Right Chest Pocket	\$1.24	\$1,240.0
7	2,800	ANSI Class 2 High Visibility 3-Season Hip Jacket (Section 3.3.1.4) Lime Yellow, 100% Polyester	\$1.36	\$3,808.0
8	5	Enhanced Visibility Unlined Bib-Overalls (Section 3.3.1.5) Dark Blue Denim/Jean Material, Adjustable buckled suspenders, Left and/or Right Chest Pocket	\$6.60	\$33.00
9	40	Enhanced Visibility Short Sleeve Button Down Work Shirt (Section 3.3.1.1) Navy Blue, 100% Cotton, Left and Right Chest Pocket	\$3.63	\$145.20
10	40	Enhanced Visibility Long Sleeve Button Down Work Shirt (Section 3.3.1.1) Navy Blue, 100% Cotton, Left and Right Chest Pocket	\$3.63	\$145.20
11	70	Enhanced Visibility Work Pants - Men's Cut (Section 3.3.1.2) Navy Blue, 100% Cotton	\$3.85	\$269.50
12	10	Enhanced Visibility Work Pants - Women's Cut (Section 3.3.1.2) Navy Blue, 100% Cotton	\$3.85	\$38.50
13	50	Enhanced Visibility Cargo Pants - Men's Cut (Section 3.3.1.6) Navy Blue, blended Material 65% Polyester and 35% Cotton	\$3.52	\$176.00
14	10	Enhanced Visibility Cargo Pants - Women's Cut (Section 3.3.1.6) Navy Blue, blended Material 65% Polyester and 35% Cotton	\$3.52	\$35.20
		TOTAL EXTENDED WEEKLY RENTAL COST		\$27,819.1

Contract	Estimated			Entended
Item #	** Quantity	Item Description	Cost Each	Logo Patch
$\pi m \pi$	Qualitity			Cast
15	471000/each	WVDOH Logo Patch (2.5" x 4.5") shall be placed above the left pocket on all shirts, coveralls, bi	\$0.00	\$0.00
15		overalls and jackets (Section 3.3.1.7)	\$0.00	\$0.00
				-

* TC * pl	OTAL PART I. COST equals the total of <u>Extended Weekly Rental Cost</u> us <u>Extended Logo Patch Cost</u>		\$27,819.10
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*Provide this Rate in Part III as well

(Continue to Page 2)

WVDOH Uniform Rental Service Contract 6623C044 Pricing Page, Attachment A (ATT A)

Part II. Replacement Cost - Instructions: Vendor shall provide a Replacement Cost Rate for each Contract Item listed below. Vendor must complete this section in its entirety. If bidding an Insurance Program in lieu of individual replacement costs, please see Section 5.2.4. for instructions.

NOTE: Replacement Cost, for new garments, shall be paid per the rates listed below based on the sliding scale described in Section 3.3.10 of the Contract Specifications.

ĺ		Estimated **		Replacement	
	Item #	Replacement Quantity	Item Description	EACH Rate	Replacement Cost
			ANSI Class 2 High Visibility Short Sleeve T-Shirt (Section 3.3.1.1)		
	16	50	Lime Yellow, 100% Polyester, Left Chest Pocket	\$0.00	\$0.00
	17	37	ANSI Class 2 High Visibility Short Sleeve Button Down Work Shirt (Section 3.3.1.1) Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket	\$0.00	\$0.00
p	18	37	ANSI Class 2 High Visibility Long Sleeve Button Down Work Shirt (Section 3.3.1.1) Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket	\$0.00	\$0.00
Standard	19	100	Enhanced Visibility Work Pants - Men's Cut (Section 3.3.1.2) Dark Blue Denim/Jean material	\$0.00	\$0.00
S	20	25	Enhanced Visibility Work Pants - Women's Cut (Section 3.3.1.2) Dark Blue Denim/Jean material	\$0.00	\$0.00
	21	25	Enhanced Visibility Unlined Flame-Resistant Coveralls (Section 3.3.1.3) Navy Blue, 2-way Zipper, Left and Right Chest Pocket	\$0.00	\$0.00
	22	125	ANSI Class 2 High Visibility 3-Season Hip Jacket (Section 3.3.1.4) Lime Yellow, 100% Polyester	\$0.00	\$0.00
	23	5	Enhanced Visibility Unlined Bib-Overalls (Section 3.3.1.5) Dark Blue Denim/Jean Material, Adjustable buckled suspenders, Left and/or Right Chest Pocket	\$0.00	\$0.00
	24	5	Enhanced Visibility Short Sleeve Button Down Work Shirt (Section 3.3.1.1) Navy Blue, 100% Cotton, Left and Right Chest Pocket	\$0.00	\$0.00
e	25	5	Enhanced Visibility Long Sleeve Button Down Work Shirt (Section 3.3.1.1) Navy Blue, 100% Cotton, Left and Right Chest Pocket	\$0.00	\$0.00
Alternate	26	5	Enhanced Visibility Work Pants - Men's Cut (Section 3.3.1.2) Navy Blue, 100% Cotton	\$0.00	\$0.00
[A]	27	1	Enhanced Visibility Work Pants - Women's Cut (Section 3.3.1.2) Navy Blue, 100% Cotton	\$0.00	\$0.00
	28	5	Enhanced Visibility Cargo Pants - Men's Cut (Section 3.3.1.6) Navy Blue, blended Material 65% Polyester and 35% Cotton	\$0.00	\$0.00
	29	1	Enhanced Visibility Cargo Pants - Women's Cut (Section 3.3.1.6) Navy Blue, blended Material 65% Polyester and 35% Cotton	\$0.00	\$0.00
Τ		*	TOTAL PART II. COST equals the sum of all Extended Replacement Cost Contract Items.		\$0.00

*Provide this Rate in Part III as well

Part III. Grand Total Instructions: Vendor should list the Total Pricing sum of Contract Items 1 thru 15, and then the Total Pricing sum of Contract Items 16 thru 27, in the designated spaces below for the calculation of the Grand Total Dollar Amount Bid.

* TOTAL PRICE from Part I Weekly Rental Cost above, equals the total of Extended Weekly Rental Cost plus the Extended Logo Patch Cost:	\$ 27,819.10
* TOTAL PRICE from Part II Replacement Cost above, equals the total of Extended Replacement Cost:	\$ -
GRAND TOTAL DOLLAR AMOUNT BID	\$ 27,819.10

**These estimates represent the approximate volume of anticipated rentals and replacements ONLY. No future use of the Contract or any individual item is guaranteed or implied.



April 9, 2020

Mr. Jay Skie

Director of Protective Apparel

Cintas Corp.

6800 Cintas Blvd.

Mason, OH 45040

Dear Jay:

Innolite produces a line of Reflective Tape that meet the requirements of industry standards such as, ASTM 1506, NFPA 70E, NFPA 2112, EN ISO 11611, and EN ISO 11612. We guarantee the reflective quality of Innolite 502HI Reflective Tapes for the useful life of the garment provided that the following care instructions are followed.

- Machine washing 160° F max.
- Use of normal commercial detergents, as determined by industry standard.
- No chlorine or peroxide bleach.
- Use of soft water.
- No use of fabric softeners or starch.

We represent and warrant that our guarantee is not subject to any restrictions, limitations, disclaimers, or any other constraints.

Furthermore, any guarantee made to Cintas can be passed through to its customers.

Regards,



October 25, 2021

Jay Skie Director of Protective Apparel Cintas Corporation 6800 Cintas Blvd Mason OH 45040

Dear Mr. Skie,

Westex by Milliken guarantees the flame resistance of Westex ShieldCXP $^{\text{M}}$ fabrics for the life of the garment when proper care and maintenance procedures are followed. The Westex ShieldCXP $^{\text{M}}$ Care and Maintenance Guide is included for your review.

Sincerely,

Chris Romonsky

Chris Romansky Product Portfolio Manager Westex by Milliken 864.556.2921





December 9, 2021

Jay Skie Director of Protective Apparel Cintas Corporation 6800 Cintas Blvd Mason, OH 45040

Westex guarantees the flame resistance of UltraSoft[®], Indura[®], UltraSoft AC[®] and Westex[®] DH fabrics for the life of the garment when proper care and maintenance procedures are followed. Westex' Care, Use and Maintenance Guides are included for your review. Furthermore, any guarantee made to Cintas can be passed through to their customers.

Best regards,

Josh Moody Director, Product Management



February 4, 2021

Mr. Jay Skie, Director of Protective Apparel CINTAS CORPOARATION 6800 Cintas Blvd. Mason, OH 45040

Dear Jay:

Glen Raven Technical Fabrics, LLC (GRTF) guarantees the flame resistance of our GlenGuard® FR fabrics for the life of the garment so long as the "Care and Cleaning" recommendations provided by GRTF are followed properly. In addition, this guarantee made to Cintas can be passed along to your customers, again providing that the GlenGuard garment(s) have been cared for and cleaned properly. I have included our updated GlenGuard "Care and Cleaning" recommendations for your use.

Regards,

mil E. amut

Richard E. Lippert VP, Technical Sales

Cc: Harold Hill, Patti Bates Encl: GG Care & Cleaning Recommendations

.

WWW.GRTF.COM



October 26, 2021

Jay Skie Director of Protective Apparel Cintas Corporation 6800 Cintas Blvd, Mason, OH 45040

Dear Mr. Skie,

TenCate Protective Fabrics, the world's leading provider of inherently flame-retardant products, guarantees that our TecaSafe[®] One, TecaSafe[®] Plus Stretch, TechT5[™], and Omniweave[™] Nomex[®] IIIA fabrics are inherently flame resistant as sold. Our products are third-party certified by UL, LLC to be compliant with NFPA 2112:2018, which requires testing according to ASTM D6413:2015 before and after 100 industrial launderings. Please see additional certifications below:

Style	NFPA 2112	CGSB 155.20	NFPA 70E
Omniweave™ 450	Yes	Yes	HRC 1
Omniweave [™] 600	Yes	Yes	HRC 1
Omniweave™ 750	Yes	Yes	HRC 1
TecaSafe® One	Yes	Yes	HRC 2
TecaSafe [®] Plus Stretch	Yes	Yes	HRC 2
TechT4™	No	No	HRC 1
TechT5™	Yes	Yes	HRC 1

Best regards,

Chris Morrison

Chris Morrison Senior Manager of Technical Services and Quality Assurance



200 Powder Mill Road Wilmington, DE 19803

October 26, 2021

Jay Skie Director of Protective Apparel Cintas Corporation 6800 Cintas Blvd | Mason, Ohio 45040

Re: Shelf Life of NOMEX® Fiber

Dear Customer:

DuPont does not specify a shelf life for NOMEX® meta-aramid fiber. NOMEX® fiber, when properly stored, maintains its inherent flame resistance and other chemical and mechanical properties. Proper storage includes protecting the fiber from exposure to ultraviolet light (sunlight) and storing the fiber in a clean, dry environment in the original shipping package. The finishing agents may face the effects of soak-in and/or evaporation after long periods of storage. This influence will be minimized if the fibers are kept within their original compressed packages and stored according to the proper conditions.

DuPont can only make statements directed towards the stability of the chemical and mechanical properties of NOMEX® brand fiber supplied by DuPont and not toward the service life of components and finished products that DuPont does not manufacture. The service life of any finished product, including the component NOMEX® brand fiber, may depend on many factors such as the service life of the other component materials, product design, product manufacturing process, and care and maintenance of the finished product.

Sincerely,

-Deborah J. Sacindero

Deborah J. Saunders DuPont[™] Nomex[®] Global Product Steward Phone: 302-287-0463 **Email: deborah.j.saunders@dupont.com**

This statement is based on our current level of knowledge and covers commercial products as supplied by DuPont at the date of issue. Since conditions of use are outside the Company's control, *DuPont makes no warranties, express or implied, and assumes no liability in connection with any use of this information.*

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200 Powder Mill Road Wilmington, DE 19803

October 26, 2021

Jay Skie Director of Protective Apparel Cintas Corporation 6800 Cintas Blvd | Mason, Ohio 45040

Re: Shelf Life of NOMEX® Fiber

Dear Customer:

DuPont does not specify a shelf life for NOMEX® meta-aramid fiber. NOMEX® fiber, when properly stored, maintains its inherent flame resistance and other chemical and mechanical properties. Proper storage includes protecting the fiber from exposure to ultraviolet light (sunlight) and storing the fiber in a clean, dry environment in the original shipping package. The finishing agents may face the effects of soak-in and/or evaporation after long periods of storage. This influence will be minimized if the fibers are kept within their original compressed packages and stored according to the proper conditions.

DuPont can only make statements directed towards the stability of the chemical and mechanical properties of NOMEX® brand fiber supplied by DuPont and not toward the service life of components and finished products that DuPont does not manufacture. The service life of any finished product, including the component NOMEX® brand fiber, may depend on many factors such as the service life of the other component materials, product design, product manufacturing process, and care and maintenance of the finished product.

Sincerely,

-Deborah J. Sacindero

Deborah J. Saunders DuPont[™] Nomex[®] Global Product Steward Phone: 302-287-0463 **Email: deborah.j.saunders@dupont.com**

This statement is based on our current level of knowledge and covers commercial products as supplied by DuPont at the date of issue. Since conditions of use are outside the Company's control, *DuPont makes no warranties, express or implied, and assumes no liability in connection with any use of this information.*

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October 22, 2021

Mr. Jay Skie Director of Protective Apparel Cintas Corp. 6800 Cintas Blvd. Mason, OH 45040

Dear Jay:

Mount Vernon Mills produces a line of Flame Resistant Fabrics that meet the requirements of industry standards such as, ASTM 1506, NFPA 70E, NFPA 2112, EN ISO 11611, and EN ISO 11612. We guarantee the flame resistance of Mount Vernon FR[™] flame resistant fabrics for the useful life of the garment provided that the following care instructions are followed.

- Machine washing 160° F max.
- Use of normal commercial detergents, as determined by industry standard.
- <u>No</u> chlorine or peroxide bleach.
- Use of soft water.
- No use of fabric softeners or starch.

We represent and warrant that our guarantee is not subject to any restrictions, limitations, disclaimers, or any other constraints.

Furthermore, any guarantee made to Cintas can be passed through to its customers.

Regards,

Worle

Mike Woods Vice President FR Fabric Sales Mount Vernon Mills, Inc.



November 17, 2021

Jay Skie Director of Protective Apparel Cintas Corporation 6800 Cintas Blvd Mason, Ohio 45040

Dear Jay Skie

PyroSafe by antex guarantees the flame resistance of all PyroSafe by antex fabrics for the life of the garment when proper care and maintenance procedures are followed. Furthermore, any guarantee made to Cintas can be passed through to their customers.

Sincerely, Dennis Jame Manager Py oSafe by antex 908 421 052



SAFETY DATA SHEET

DURABLE FLAME RESISTANT COTTON/NYLON FABRICS

SECTION 1 – IDENTIFICATION

These fabrics are cotton/nylon blended fabrics that are treated with a flame retardant. They are intended for an end use as wearing apparel.

Manufacturers Name:	Mount Vernon Mills, Inc.	91 Fourth Street, P.O. Box 7, Trion GA 30753
Information or Emergency Contact:	Ron Beegle	706-734-4714

SECTION 2 – HAZARD(S) IDENTIFICATION

HCS 2012-GHS Hazard Classification: No Hazard - Not Classified.

HCS 2012-GHS Label Elements: No signal word, hazard statement, hazard pictogram or precautionary statement applicable in accordance with OSHA Hazard Communication Standard 2012, 29 CFR 1910.1200.

HMIS Hazard Codes

Hazard Rating Scale: Minimal = 0, Slight = 1, Moderate = 2, Serious = 3, Severe = 4

Health	0
Flammability	0
Reactivity	0

SECTION 3 – COMPOSITION / INFORMATION ON INGREDIENTS

These fabrics are treated with a flame retardant that contains a very small amount of formaldehyde. The formaldehyde level in the fabrics prior to laundering will be less than 75 parts per million (ppm) (0.0075%) when tested utilizing the Japanese Law 112 Test Method. While a few individuals may show skin sensitivity to formaldehyde at this level, the vast majority is unaffected. Formaldehyde has been assigned to Group 1 (known to be carcinogenic to humans) by the International Agency for Research on Cancer (IARC) and is on the list of chemicals known to the state of California to cause cancer for purposes of the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health and Safety Code section 25249.5, commonly known as Proposition 65).

The Occupational Safety and Health Administration (OSHA) has established 1000 ppm (0.1%) as the reporting threshold for formaldehyde. While the levels in these fabrics are well below this, Mount Vernon reports the values as a courtesy to our customers. We believe that the low level of formaldehyde present in our durable flame resistant fabrics poses no significant health hazard to wearers.

Chemical	CAS	Percent	Health	OSHA	OSHA
Name	Number		Hazard	TWA	STEL
Formaldehyde	50-00-0	Trace (less than 0.0075%)	Not classified at this concentration	0.75 ppm	2 ppm

SECTION 4 – FIRST-AID MEASURES

No applicable information is available.

SECTION 5 – FIRE-FIGHTING MEASURES

These fabrics are designed to pass the ASTM D6413 Vertical Flame Test, and will self-extinguish upon removal of the ignition source. Products of combustion include carbon dioxide and carbon monoxide.

SECTION 6 – ACCIDENTAL RELEASE MEASURES

No applicable information is available.

SECTION 7 – HANDLING AND STORAGE

No applicable information is available.

SECTION 8 – EXPOSURE CONTROLS / PERSONAL PROTECTION

The formaldehyde present in these fabrics is bound up in the fabric and is not likely to become airborne. During fabric processing such as cutting and sewing, working conditions should be optimized through adequate ventilation and climate control. As a general rule, good personal hygiene practices should be observed.

SECTION 9 – PHYSICAL AND CHEMICAL PROPERTIES

These fabrics come in various colors, with little or no odor.

SECTION 10 – STABILITY AND REACTIVITY

These fabrics are stable. There are no known incompatible materials to avoid.

SECTION 11 – TOXICOLOGICAL INFORMATION

Acute (Immediate) Effects

Route of Entry:

Inhalation:	None Expected - Not Classified.
Ingestion:	None Expected - Not Classified.
Skin Contact:	None Expected - Not Classified.
Eye Contact:	None Expected - Not Classified.

Chronic (Delayed) Effects

None Expected – Not Classified No additional applicable information is available. IARC / NTP / OSHA: Components present at 0.1% or more – None unless listed below.

SECTION 12 – ECOLOGICAL INFORMATION

No applicable information is available.

SECTION 13 – DISPOSAL CONSIDERATIONS

Disposal of waste fabric should be done in accordance with applicable local, state and federal regulations.

SECTION 14 – TRANSPORT INFORMATION

No applicable information is available.

SECTION 15 – REGULATORY INFORMATION

No applicable information is available.

SECTION 16 – OTHER INFORMATION

These fabrics comply with the limitations in the most recent version of the AAFA Restricted Substance List (RSL) and Appendix 4 of Oeko-Tex Standard 100 for Product Class II, including the 75 ppm limitation for formaldehyde utilizing the Japanese Law 112 Test Method. They have not been independently certified by the Oeko-Tex Association.

PREPARED BY: Ronald J. Beegle, REM, CEA, Corporate Director of Environmental Affairs

LAST UPDATED: October 9, 2015 Office of Environmental Affairs

THESE DATA ARE OFFERED IN GOOD FAITH AS TYPICAL VALUES AND NOT AS PRODUCT SPECIFICATIONS. ALL WARRANTIES OF EVERY KIND AND NATURE, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED. THE RECOMMENDATIONS CONTAINED IN THIS SAFETY DATA SHEET ARE BELIEVED TO BE GENERALLY APPLICABLE. EACH USER, HOWEVER, SHOULD REVIEW THESE RECOMMENDATIONS IN THE SPECIFIC CONTEXT OF THE INTENDED USE AND DETERMINE WHETHER THEY ARE APPROPRIATE. THE USER IS RESPONSIBLE FOR COMPLIANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS CONCERNING USE OF THIS PRODUCT.



Material Safety Data Sheet

1. IDENTIFICATION OF SUBSTANCE (물질의 정의)

PRODUCT NAME: 502HI

COMPANY: Innopac Korea

ADDRESS: 49, Dongho-ro-12gil, Jung-gu, Seoul, 04607, Korea

TELEPHONE: 82-2-2231-1813

FAX: 82-2-2231-1816

2. INGREDIENTS (성분)

Ingredient(성분)	C.A.S. NO	PERCENT (%)
Aluminum Coating Glass Beads	None(없음)	40~60
Fabric	None(없음)	25~35
Resin	Trade secret(대외비)	15~25
Others	None(없음)	1~5

3. HAZARDS IDENTIFICATION (위험의 정의)

EYE CONTACT: (안구 접촉)

Eye contact is not expected to occur during normal use of the product.

정상적으로 사용시 안구 접촉이 예상되지 않음.

SKIN CONTACT:

No adverse health effects are expected from skin contact.

정상적으로 사용시 피부 접촉이 예상되지 않고 신체적 부작용이 일어나지 않음.

INHALATION: (흡입시)

Health effects from inhalation are not expected unless the product is over heated and decomposition

occurs. Dust from cutting, grinding, sanding or machining may cause irritation the respiratory system.

과열 혹은 분해되지 않는 이상 이 제품은 신체적 부작용이 일어나지 않음.

제품 커팅, 기계 가공 시 발생되는 먼지로 인하여 호흡계의 염증이 일어날 수도 있음.

IF SWALLOWED: (삼킬 시)

Ingestion is not a likely route of exposure to this product.

이 제품은 삼키는 제품이 아님을 알려 드립니다.

OTHER HEALTH HAZARD INFORMATION: (기타 건강상의 위험)



This product, when used under reasonable conditions or in accordance with the directions for use, should not present a health and not in accordance with the product's directions for use may affect the performance of the product and may present potential health and safety hazards.

이 제품은 정상적인 환경과 제시된 가이드라인을 준수 할 시에 신체적인 위협요소는 없지만 가이드라인을 준수 하지 않을 시에는 잠재적인 안전적 위험이 발생할 수 있습니다.

4. FIRST AID MEASURES (응급처치)

EYE CONTACT: No need for first aid is anticipated 안구접촉: 해당사항 없음 SKIN CONTACT: No need for first aid is anticipated 피부접촉: 해당사항 없음

INHALATION: No need for first aid is anticipated 흡입: 해당사항 없음

IF SWALLOWED: No need for first aid is anticipated 삼킬 시: 해당사항 없음

5. FIRE FIGHTING MEASURES (소방 응급처치)

FLASH POINT: Not Applicable 발화점: 해당사항 없음

FLAMMABLE LIMITS: Not Applicable 최소발화점: 해당사항 없음

AUTOIGNITION TEMPERATURE: Not determined 자연 발화점: 측정되지 않음

EXTINGUSHING MEDIA: Water spray, Carbon dioxide 소화 방법: 워터스프레이, 카본디옥사이드

SPECIAL FIRE FIGHTING PROCEDURES: (특별 소방 절차)

Wear full protective clothing, including helmet, self-contained, positive pressure or pressure demand breathing apparatus, bunker coat and pants, bands around arms, waist and legs, face mask, and protective covering for exposed areas of the head.

보호장비를 완전히 착용하세요. 헬멧, 호흡기, 소방코트와 바지, 마스크, 밴드(팔, 허리, 다리), 머리부분을 커버할 수 잇는 장비 등

UNUSUAL FIRE AND EXPLOSION HAZARDS: None known.

예상치 못한 불이나 폭발에 대한 위험: 밝혀지지 않음.

6. ACCIDENTAL RELEASE MEASURES (사고발생 방법)

ACCIDENTAL RELEASE MEASURES: Not Applicable 사고발생 방법: 해당사항 없음

7. HANDLING AND STORAGE (처리 및 보관방법)

HANDLING:

This product is considered to be an article which does not release or otherwise result in exposure to a hazardous chemical under normal use conditions.

이 제품은 정상적으로 사용시 화학적인 위험요소가 노출되지 않는 제품이라고 여겨진다.



STORAGE: (보관방법)

Store in normal condition. Must avoid direct sunlight and high humidity condition.

상온에서 보관하십시오. 직사광선이나 고습도를 피해 주십시오.

8. EXPOSURE CONTROLS AND PERSONAL PROTECTION 노출 시 신체적 위험

EYE PROTECTION: Not applicable 안구 접촉: 해당사항 없음

SKIN PROTECTION: Not applicable 피부 접촉: 해당사항 없음

RECOMMENDED VENTILATION: Not applicable 통풍방법: 해당사항 없음

RESPIRATORY PROTECTION: 호흡계 보호

Avoid breathing of thermal decomposition products. Avoid breathing of dust created by cutting, sanding or grinding.

열분해 시 호흡을 피하세요. 커팅 및 빻을 시에 발생되는 먼지 속에서 호흡을 피하세요.

PREVENTION OF ACCIDENTAL INGESTION:

우발적인 섭취의 방지

Wash hands after handling and before eating.

제품 취급 후, 식사 전에 손을 씻으시기 바랍니다.

9. PHYSICAL AND CHEMICAL PROPERTIES

물리 화학적 특성

BOILING POINT: Not Applicable

끓는점 : 적용 불가

VAPOR PRESSURE: Not Applicable

증기압 : 적용 불가

VAPOR DENSITY: Not Applicable

증기 밀도 : 적용 불가

EVAPORATION RATE : Not Applicable

증발율 : 적용 불가

SPECIFIC GRAVITY: Not Determined

비중 : 확인 되지 않음.

SOLUBILITY IN WATER: Not Applicable

물에서의 용해: 적용 불가

PERCENT VOLATILE: Not Applicable



휘발성 : 적용 불가

pH: Not Applicable

수소 이온 농도 지수 : 적용 불가

VISCOSITY: Not Applicable

점착성 :적용불가

MELTING POINT: Not Determined

녺는점 : 확인 되지 않음

APPERANCE AND ODOR: Silver colored Film with no smell

외관 및 냄새: 실버 색상의 필름 Type 이며 냄새가 없음

10. STABILITY AND REACTIVITY 안정성 및 반응성

STABILITY: Stable

안정성: 안정됨

INCOMPATIBILITY - MATERIALS/CONDITIONS TO AVOID: None known.

불일치성- 물질/조건: 알려지지 않음

HAZARDOUS POLYMERIZATION: Hazardous polymerization will not occur.

위험중합반응: 일어나지 않음.

HAZARDOUS DECOMPOSITION PRODUCTS:

위험한 분해 제품: Carbon Monoxide and carbon Dioxide.

11. TOXICOLOGICAL INFORMATION 독소 정보

Not available

12. ECOLOGICAL INFORMATION 생태학 정보

ECOLOGICAL INFORMATION: Not applicable

생태학 정보 : 적용 불가

13. DISPOSAL CONSIDERATIONS 처리시 고려사항

SPILL RESPONSE: Not applicable

엎지렀을시: 적용 불가

RECOMMENDED DISPOSAL: Dispose of waste product in a sanitary landfill.

권장되어지는 처리방법: 쓰레기 매립장에 폐기물 처리

ENVIRONMENTAL DATA: Not determined

환경데이터 : 알려지지 않음.

REGULATORY INFORMATION:



규정하는 정보:

Volatile Organic Compounds: 0 %

휘발성 유기 화합물 :0%

VOC Less H2O & Exempt Solvents: 0%

Since regulations vary, consult applicable regulations or authorities before disposal.

규정이 다양하므로 처리 전에 당국에 의견 수렴하시기 바람.

14. TRANSPORT INFORMATION 수송 정보

TRANSPORT/ ADDITIONAL INFORMATION :

수송/추가 정보:

Not dangerous according to the above specifications.

상기 명세에 따른다면 위험 하지 않음.

15. REGULATORY INFORMATION 규정 정보

No data available

이용 가능한 데이터가 없음

16. OTHER INFORMATION 기타 정보

These data are based on our present knowledge. However, they shall not Constitute a guarantee for an specific product features and establish a Legally valid contractual relationship.

이 자료는 현재의 알려진 정보에 기초함. 특정한 제품특성을 보증 하지 않으며, 법률적으로 유효한 효력이 성립 되지 않음. **Vartest**

Quality Assurance & Compliance Testing Utilizing Textile & Related Technologies 19 West 36 Street, Tenth Floor New York, NY 10018 tel: 212 947 8391 fax: 212 947 8719 www.vartest.com

Third Party Certificate of Test (ANSI/ISEA 107-2020) HIGH VISIBILITY COMPLIANCE CERTIFICATE

Submitted by: Innopac Korea Inc. Product #: 502HI Color Silver

Date: May 12, 2021

Report #: INNOPA.A011921C

The submitted retroreflective trim **MEETS** all performance requirements of retroreflective material PRIOR to test exposure per ANSI/ISEA 107-2020.

The submitted retroreflective trim **MEETS** all performance requirements of retroreflective material AFTER test exposure per ANSI/ISEA 107-2020.

All of the above tests and evaluations were performed in accordance with ISO/IEC 17025 Quality Systems.

Certifications of background and other garment material characteristics are not implied by this certificate or by the original report.

Certificate authorized by:

Joseph Lin

Laboratory Manager





*This certification applies to the particular sample tested and to the specific tests carried out as dated and detailed in the report referenced above. It does not signify any measure of approval, control, supervision, or surveillance by Vartest Laboratories Inc. to this or any related product.



SAFETY DATA SHEET

DURABLE FLAME RESISTANT COTTON/NYLON FABRICS

SECTION 1 – IDENTIFICATION

These fabrics are cotton/nylon blended fabrics that are treated with a flame retardant. They are intended for an end use as wearing apparel.

Manufacturers Name:	Mount Vernon Mills, Inc.	91 Fourth Street, P.O. Box 7, Trion GA 30753
Information or Emergency Contact:	Ron Beegle	706-734-4714

SECTION 2 – HAZARD(S) IDENTIFICATION

Hazard Classification: No Hazard - Not Classified.

HMIS Hazard Codes

Hazard Rating Scale: Minimal = 0, Slight = 1, Moderate = 2, Serious = 3, Severe = 4

Health	0
Flammability	0
Reactivity	0

SECTION 3 – COMPOSITION / INFORMATION ON INGREDIENTS

These fabrics are treated with a flame retardant that contains a very small amount of formaldehyde. The formaldehyde level in the fabrics prior to

laundering will be less than 75 parts per million (ppm) (0.0075%) when tested utilizing the Japanese Law 112 Test Method. While a few individuals may show skin sensitivity to formaldehyde at this level, the vast majority is unaffected. Formaldehyde has been assigned to Group 1 (known to be carcinogenic to humans) by the International Agency for Research on Cancer (IARC) and is on the list of chemicals known to the state of California to cause cancer for purposes of the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health and Safety Code section 25249.5, commonly known as Proposition 65).

The Occupational Safety and Health Administration (OSHA) has established 1000 ppm (0.1%) as the reporting threshold for formaldehyde. While the levels in these fabrics are well below this, Mount Vernon reports the values as a courtesy to our customers. We believe that the low level of formaldehyde present in our durable flame resistant fabrics poses no significant health hazard to wearers.

Chemical	CAS	Percent	Health	OSHA	OSHA
Name	Number		Hazard	TWA	STEL
Formaldehyde	50-00-0	Trace (less than 0.0075%)	Not classified at this concentration	0.75 ppm	2 ppm

SECTION 4 – FIRST-AID MEASURES

No applicable information is available.

SECTION 5 – FIRE-FIGHTING MEASURES

These fabrics are designed to pass the ASTM D6413 Vertical Flame Test, and will self-extinguish upon removal of the ignition source. Products of combustion include carbon dioxide and carbon monoxide.

SECTION 6 – ACCIDENTAL RELEASE MEASURES

No applicable information is available.

SECTION 7 – HANDLING AND STORAGE

No applicable information is available.

SECTION 8 – EXPOSURE CONTROLS / PERSONAL PROTECTION

The formaldehyde present in these fabrics is bound up in the fabric and is not likely to become airborne. During fabric processing such as cutting and sewing, working conditions should be optimized through adequate ventilation and climate control. As a general rule, good personal hygiene practices should be observed.

SECTION 9 – PHYSICAL AND CHEMICAL PROPERTIES

These fabrics come in various colors, with little or no odor.

SECTION 10 – STABILITY AND REACTIVITY

These fabrics are stable. There are no known incompatible materials to avoid.

SECTION 11 – TOXICOLOGICAL INFORMATION

Acute (Immediate) Effects

Route of Entry:

Inhalation:None Expected - Not Classified.Ingestion:None Expected - Not Classified.Skin Contact:None Expected - Not Classified.Eye Contact:None Expected - Not Classified.

Chronic (Delayed) Effects

None Expected – Not Classified No additional applicable information is available. IARC / NTP / OSHA: Components present at 0.1% or more – None unless listed below.

SECTION 12 – ECOLOGICAL INFORMATION

No applicable information is available.

SECTION 13 – DISPOSAL CONSIDERATIONS

Disposal of waste fabric should be done in accordance with applicable local, state and federal regulations.

SECTION 14 – TRANSPORT INFORMATION

No applicable information is available.

SECTION 15 – REGULATORY INFORMATION

No applicable information is available.

SECTION 16 – OTHER INFORMATION

These fabrics comply with the limitations in the most recent version of the AAFA Restricted Substance List (RSL) and Appendix 4 of Oeko-Tex Standard 100 for Product Class II, including the 75 ppm limitation for formaldehyde utilizing the Japanese Law 112 Test Method.

PREPARED BY: Ronald J. Beegle, REM, CEA, Corporate Director of Environmental Affairs

LAST UPDATED: January 25, 2013, Office of Environmental Affairs

THESE DATA ARE OFFERED IN GOOD FAITH AS TYPICAL VALUES AND NOT AS PRODUCT SPECIFICATIONS. ALL WARRANTIES OF EVERY KIND AND NATURE, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED. THE RECOMMENDATIONS CONTAINED IN THIS SAFETY DATA SHEET ARE BELIEVED TO BE GENERALLY APPLICABLE. EACH USER, HOWEVER, SHOULD REVIEW THESE RECOMMENDATIONS IN THE SPECIFIC CONTEXT OF THE INTENDED USE AND DETERMINE WHETHER THEY ARE APPROPRIATE. THE USER IS RESPONSIBLE FOR COMPLIANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS CONCERNING USE OF THIS PRODUCT.

TruCount

Garments are clean, sharp and accounted for with the TruCount[™] inventory control system



With our TruCount[™] Inventory Control System, we know, and you know, exactly where your garments are at all times. It's communication, accountability and reliability, delivered to you **every week** by your Cintas Service Sales Representatives and powered by TruCount[™].





ON-SITE SCANNING

Our standard operating procedure includes our SSR performing on-site scanning at your premise for all the dirty uniforms turned in for laundering.



EVERY TIME

Every garment. Every visit. With TruCount[™], we don't just make bold claims, we stand behind them. We scan every garment, every visit, period.



DOCUMENTED

Every visit, your SSR will provide a pick up report showing the exact number of dirty garments scanned in, by wearer, to be laundered and returned the following visit. For even greater detail, we can provide a comprehensive garment summary report.

Being **Ready for the Workday®** begins here. To learn more talk to your Sales Representative.



171711 R0217



TruCount

Missing Uniforms Leaves You Frustrated and Your Team Unprepared

Other providers make big claims on their garment inventory systems but only Cintas deploys the system across every single customer, no matter how big or how small.



With TruCount[™], you'll have all the information about your employees' uniforms right at your fingertips.

At Cintas, it is a requirement that 100% of our locations follow the TruCount[™] procedures.

	Cintas	Other Providers
1. Scan every customer, every visit	Yes	No
2. Scan onsite	Yes	No
3. Provide a Garment Pickup Report every week	Yes	No
4. Provide a Service Summary every week for previous and current pick ups	Yes	No

Being **Ready for the Workday®** begins here. To learn more speak to your Sales Representative



171711 R0217



eBilling

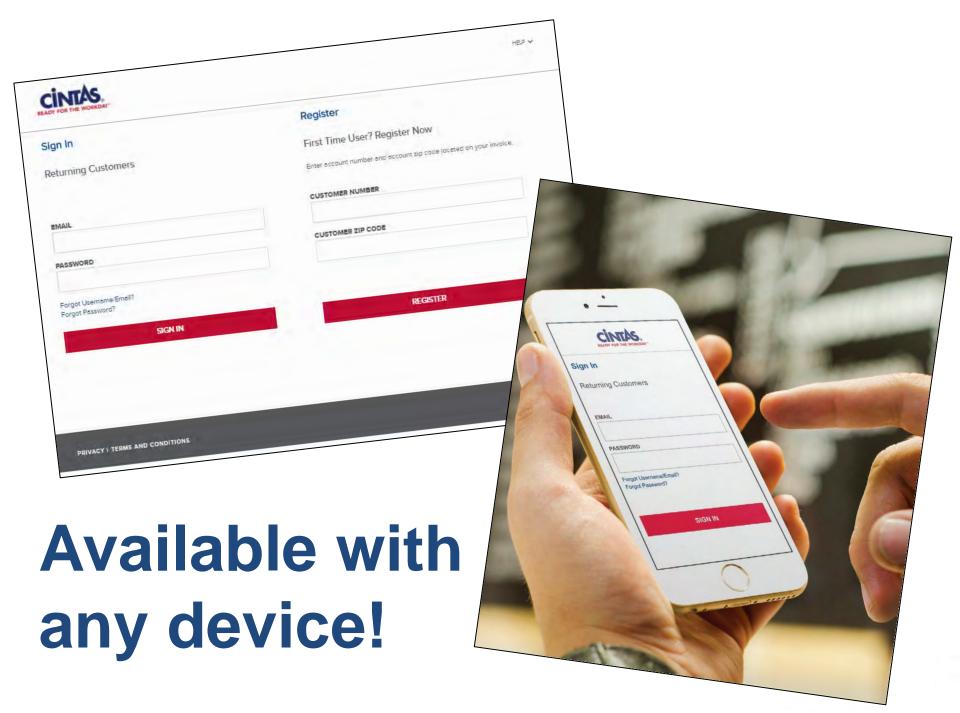
eService

CINTAS.		HEP 🗸
	Sign In	
	EMAIL	
	PASSWORD	
	Forgot Username Email? Forgot Password?	220
	SIGN IN	
	New to myCintos? Click here to Register.	
PRIVACY I TERMS AND CONDITIONS		CINTAS
-	-	
	No. 11	-









What is myCintas?

*my*Cintas is a digital platform for our customers. We will bring the customer experience online, allowing customers to access and manage their Cintas account(s), communicate with us, view/pay their invoices.

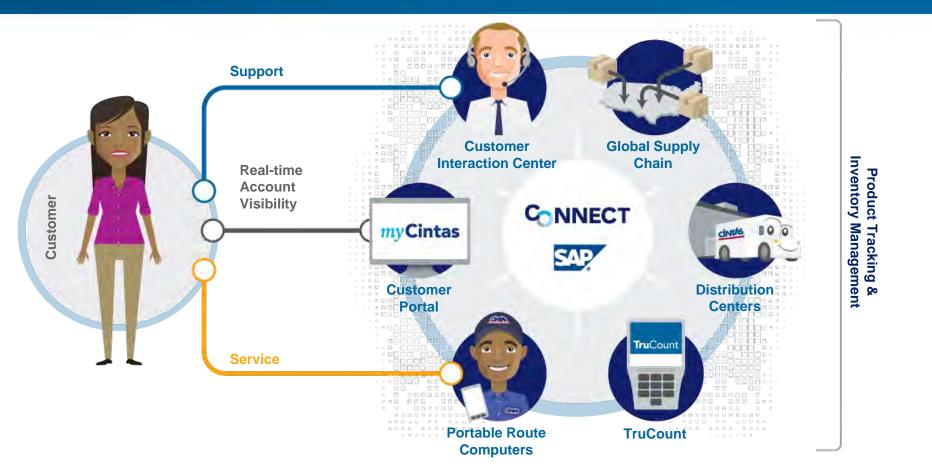


B2B & B2C worlds come together

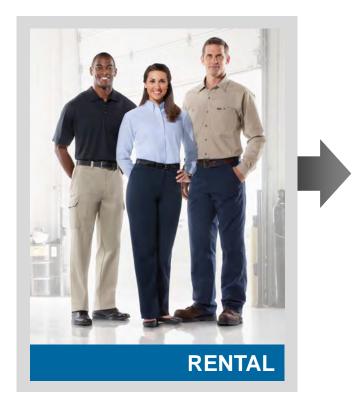
- Customers are busy and are on the go
- Provides a 24/7 communication channel to Cintas
- Online account visibility
- View & Pay Invoices
- Make Service Requests
- Log on & learn more about what Cintas can do to get your business Ready for the Workday.
- <u>www.Cintas.com/myaccount</u> to register

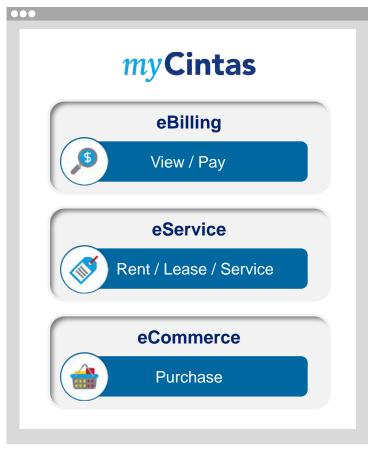


Fully Integrated with your Cintas Service Team



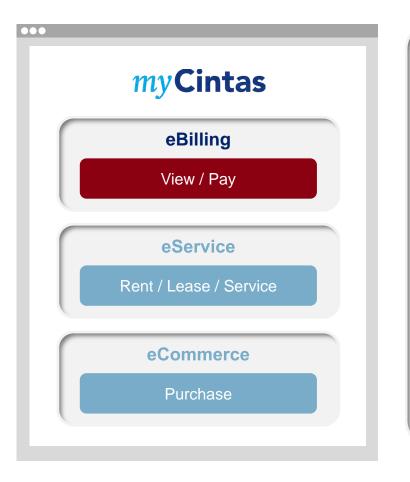








What is myCintas Billing?



eBilling

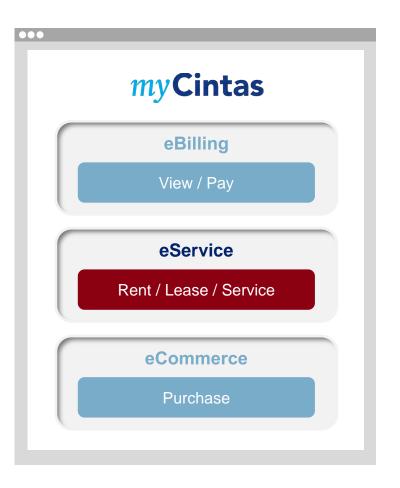
Primary functionalities include:

- Payment Processing via ACH (Bank Account)
- Invoice and Statement Viewing
- Unapplied Credit Viewing and Application
- Automated Cash Application

To register visit: www.Cintas.com/myaccount



What is myCintas Services?



eService

Primary functionalities include:

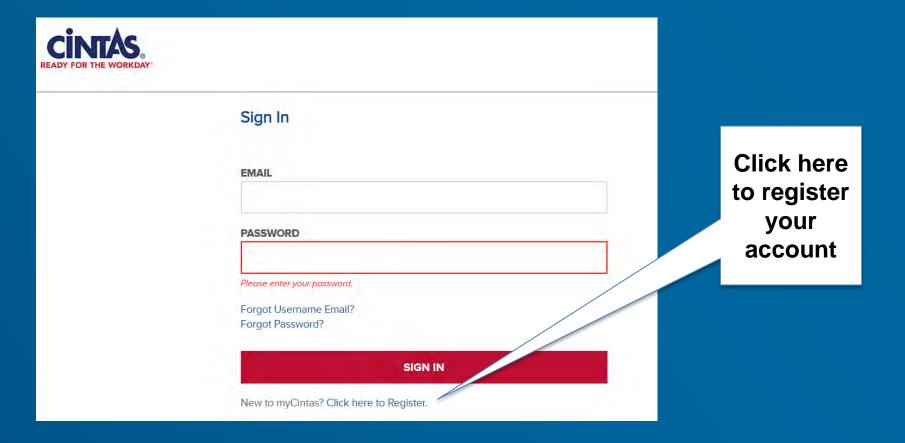
- View Rental Products and Services
- Product Add Shopping Experience
- Create Service Requests
- Get a hold of your service team when it is convenient for you.
- Activity Center
- TruCount Service
 Summary Report

To register visit: www.Cintas.com/myaccount





www.Cintas.com/myaccount

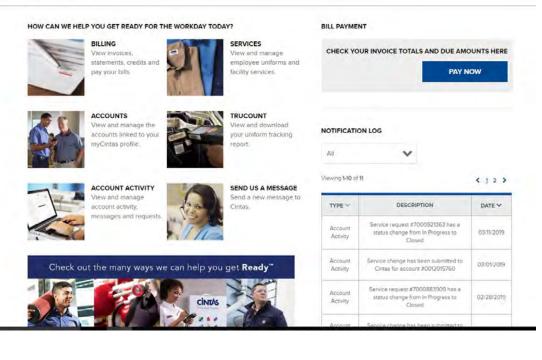


Manage your account online

- View & Pay Bills
- Send us a Message
- View & Track Service Requests
- Log in and <u>request</u>:
 - uniforms for new employees
 - Changes to existing employees
 - Your facility services products

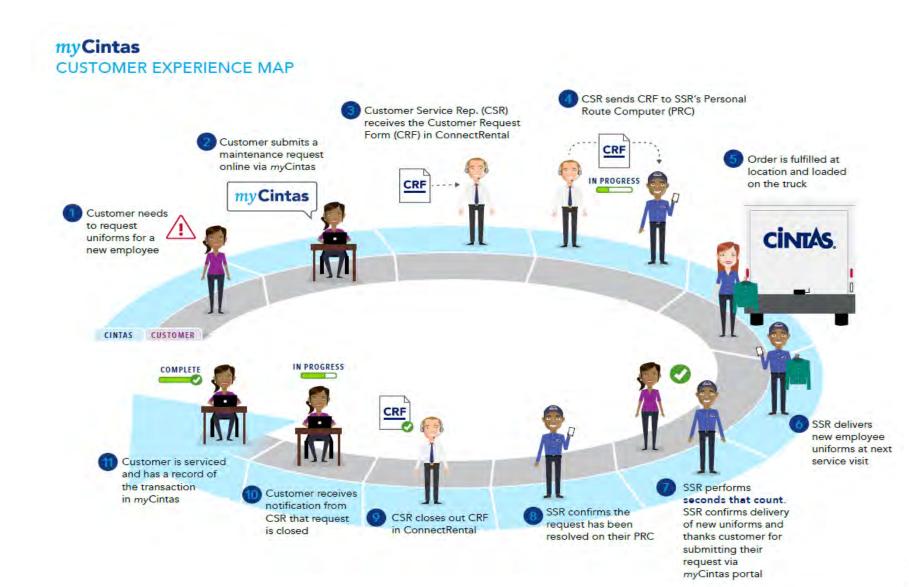


HELP 🗸 | BILLING | FAO | HELLO CUSTOMER 🗸





Contact your service rep when it is convenient for you and track your request online





June 15, 2023

WVDOH C/O John W Estep 2019 Washington Street East Charleston, WV 25305-0130

Dear Mr. Estep,

I want to begin by thanking you for including Cintas in the WVDOH Request for Uniform Proposals. Cintas is proud to present this comprehensive response as it specifically relates to your needs for uniform rental services. These services are 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 bid process.

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.

Thank you again for considering Cintas!!

Best regards,

Michael J. Rupprecht

Michael Rupprecht Government Account Manager RupprechtM@Cintas.com 410-218-3454



Executive Summary

Introduction to Cintas

Cintas leads the industry in supplying corporate identity uniform programs, providing entrance and logo mats, restroom supplies, promotional products, first aid and safety products and services, 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/

Cintas core business is our uniform rental operations. We invite you and your team to visit our facilities anytime, so we can demonstrate our capabilities in person, rather than in oral or written form. Cintas is a proud recipient of The Voluntary Protection Program (VPP) status, which is OSHA's highest honor for health and safety. In fact, Cintas has 96 locations across the United States, which have qualified and earned the VPP status.

Cintas mission statement reads as follows; "We will meet and exceed our Customer's expectations to maximize the long term value of Cintas for its working partners and shareholders." We take real pride in creating "Raving Fans" of Cintas. We do this with our people, our technology, our operation systems, and our garments.

Cintas utilizes a meticulous hiring process that insures we bring great people into our organizations. Our service sales representatives (SSR), who are the face of our organizations, average over 10 years of tenure in our Portsmouth Virginia location. WVDOH can rest assured that any and all of the SSR's who will be responsible for servicing your people have gone through a 12 week training program, that includes spending at least a day with every part of our operation, and many weeks riding with and learning from our best and most seasoned SSR's. Here they can pick up best working practices and learn how Cintas "goes to business" with exceeding our customer's expectations as their top priority. At the end of the day, our people are what makes us the best uniform and facility-service company in the industry.

Recently, Cintas committed over two million dollars in order to implement our Tru-Count system. Cintas Tru-count is required to be followed by each and every SSR as they are out on their route, regardless of the size of the individual customer. Tru-Count is our scanning technology that provides every one of our customers with a complete count of every garment that we pick up and every garment that we deliver. In our West Virginia operations, we are running at a 98% success rate on garments that enter our facility finding their way back to the correct customer. In addition to this advancement, we rolled out a customer portal, where you will be able to make changes, add or subtract employees, pay your bill, and make other changes to your account all while sitting at your desk in front of your computer. Some of these features are available today, but many more will be available in the next six months.

In addition to Tru-Count, Cintas has also implemented a new Customer Service platform for our customers. This platform is an online website called MyCintas. MyCintas allows our customers to make changes to their account, review invoices, make requests, make purchases, and verify Tru-Count at the touch of a button. MyCintas is free for all of our customers, and add another method for our customers to reach out to us, and to verify we are working on their requests in real time. Once you place a service request/order into MyCintas, you will be able to track the request/order.

Operationally, we are vertically integrated. That is, we manufacture our own garments, we distribute our own garments, and we service our own garments. This allows us better control over turnaround time for new orders, proper fit of garments, proper color and consistency of the garments, and our overall costs. These are great benefits to our customers, who simply want a uniform program that works and that they do not have to manage themselves.

Lastly, Cintas is very excited about the relationships we have created in the industry. Cintas partners with Chef Works to provide the best quality chef wear with our world class service model. We also partner with Carhartt to provide the work wear that your employees prefer to wear when they are at work, all while providing a washing service that is the best in the industry!



Implementation & Transition

Cintas will develop a roll out plan that meets the needs of each facility affiliated with this RFP. 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 WVDOH.

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

<u>Site Assessments and Fittings</u>

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. During the fittings, Cintas will verify with each employee the fabric choice, laundering option, department, and the inventory of shirts, pants, jackets, and coveralls. We will have multiple sizes of the approved garments, and we will have each employee try on as many garments as needed to insure the correct size.

• <u>Confirming Requirements</u>

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. At this time, your account will be routed to a specific day of the week and a specific service sales representative (SSR). Our normal delivery schedule is once per week. We offer repairs and size changes at no charge to our customers. Additionally, we can discuss a winter/summer garment program. For our customers who opt to have a winter/summer garment program, we issue out an extra set of clothes.

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 operations teams assigned to your program. The team will coordinate the communication to all of your locations as detailed in the Customer Fact Sheet. During the rollout, Cintas will provide new uniforms that are labeled to identify each individual employee's garments. Additionally, Cintas will provide an invoice that will reflect the rental charge per garment listed out per employee. This will be a weekly invoice. Also, at this time, our sales team will provide a transition meeting with our service team to insure that everyone knows each other, and understands all expectations.

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.

Our Loss/Recover Program

Cintas tracks each and every garment that enters or leaves your facility and our processing plant, and we provide you documentation to insure that you know where each one of your employees garments are at all times. Our Tru-count system is a state of the art scanning system, where each of our service sales representatives (SSR's) carries a scanner and a printer each and every day they are out on route. This allows Cintas to scan all of the garments that we pick up for laundry each week and provide our customers with a print out that specifically shows each employee's shirt, pants, and other items that were picked up. Once back at our processing plant, we scan them all again, after they are washed, dried, placed on hangars, run through our 25 foot steam tunnel, and repaired/replaced, as needed. Finally, we print out a copy of that final scan and



provide it to our customers each and every week to show you everything we return. At any time during the program, an employee may turn in a garment for size change or replacement for normal wear or tear at no charge.

Should an employee leave WVDOH, we will scan in all of the garments that you have available to return on our normally scheduled delivery day. Any garments that we scan back in will be removed from your invoice immediately, as we "stop" that employee right in front of you on the SSR's personal route computer. This starts a four week countdown, where you and/or your employee have four weeks to return any remaining garments that are not available on that first day the employee was stopped. After four weeks, any remaining clothing that is still not returned will be billed out to WVDOH at the agreed upon rates.

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 <u>Customer Request System (CRF)</u> 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

Project Schedule

Here is a general timeline for the proposed services.

- 1. Site assessment, fittings, and emblem receipt to be done within three weeks of contract signing by both parties
- 2. Emblem samples, delivery dates and times set and relayed to WVDOH within one week of fitting event.
- 3. Verification of order and ordering to be done within one week of fitting event, provided emblem approvals completed.
- 4. Program Rollout / initial delivery of completed order, transition from sales to service, expectations meeting to be done four weeks from ordering of garments.
- 5. 48 hour follow up from customer service team to be completed within first 48 hours of initial delivery.

Weekly services to be done one week and continuing each week after the program rollout. The SSR will be able to handle changes to products and services right in front of you each and every week.



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. See attached exhibits for additional information.

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 <u>5 R's</u>:

- **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 <u>Sanis UltraClean Systems</u> for our restroom, as well as cleaning chemicals offered through the <u>SIGNET[™] Cleaning Chemical Service</u> are <u>Green Seal</u> 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 <u>SafeWasher</u> uses environmentally friendly chemicals that are non-toxic and nonhazardous, 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.



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

State of West Virginia **Centralized Request for Quote** Clothing

Proc Folder:	1233121		Reason for Modification:
Doc Description:	ADDENDUM NO_1 Uniform	ADDENDUM NO_1 Vendor Questions and Responses	
Proc Type:	Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-08	2023-06-15 13:30	CRFQ 0803 DOT2300000143	2
BID RECEIVING LO	DCATION		
BID CLERK DEPARTMENT OF PURCHASING DIV 2019 WASHINGTO CHARLESTON US	ISION		
VENDOR			
Address :CintStreet :6800City :MasState :Ohio	Cintas Corporation No.2 as Corporation No.2 Cintas Boulevard on : Michael Rupprecht	Account Code: 000000174339 Country : United States Zip : Extension: RupprechtM@	45040 Cintas.com
FOR INFORMATIO John W Estep 304-558-2566 john.w.estep@wv.g	N CONTACT THE BUYER		

Signature X Michael J. Rupprecht

Vendor

FEIN#

31-1703809

June 15, 2023

DATE

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end Uniform Rental Services contract to include weekly pickup and drop-off of uniforms, laundering and maintenance services for approximately 2,800 transportation workers. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

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18	Replacement:ANSI Sleeve Wk Shirt	Class 2 High Vis Long	0.00000	EA		
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SCHEDULE OF EVENTS

Line Event	Event Date
TECH QUESTIONS DUE BY 10:00 AM	2023-06-07

	Document Phase	Document Description	Page 17
DOT2300000143		ADDENDUM NO_1 Uniform Rental Services	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end Uniform Rental Services 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, with more visible and reflective work uniforms for their safety and protection, creating a safer work environment and decreasing the likelihood of worker fatalities or injuries caused by motor vehicles, construction vehicles, and equipment.

Upon award, this contract shall be in effect for a period of three (3) years with the option of one (1) three-year renewal, upon the written consent of the WVDOH and the awarded Vendor. All uniforms in circulation for 24 months or more at the time of the renewal shall be exchanged for new uniforms, as per Section 4.

- 2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 "Alternate Garments" refers to all garments that are not otherwise identified as "Standard Garments" within this contract. Contract Items 8 through 14 are "Alternate Garments" and shall be provided to a WVDOH employee ONLY after approval by the WVDOH Human Resources Division.
 - 2.2 "ANSI" The American National Standards Institute. Reference: <u>www.ansi.org</u>.
 - 2.3 "ANSI Class 2 High Visibility" used throughout this Solicitation shall meet Industry Standards ANSI/ISEA 107-2004 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.
 - 2.4 "Contract Item" or "Contract Item(s)" Contract Items are identified in Section 3 of this Solicitation.
 - 2.5 "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. For pants, retroreflective stripes shall be of a split-trim design with a minimum tape width of 1" stripes positioned as a parallel pair, between one (1') and two (2") inches apart, providing 360° visibility of the wearer. For FR Coveralls, a split-trim design is preferred but not required. Garments shall uphold during daily wear and tear and industrial wash.

- **2.6 "FOB"** or **"Free on Board"** indicates that the price for goods includes delivery at the Vendor's expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.7 "FR" or "Flame-Resistant" material designed to be less likely to catch fire when exposed to combustion and high temperatures. In cases where the fabric does ignite, fabric will not continue to burn once the heat source is removed. FR Garments shall withstand daily wear and tear from welding and shall be labeled by the garment's manufacturer to retain Flame-Resistant properties regardless of the number of industrial washes.
- 2.8 "Liquidated Damages" monetary compensation due from the Vendor in the event the Vendor's performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications and the Terms and Conditions.
- 2.9 "MSDS" used throughout this Solicitation shall mean Material Safety Data Sheet.
- 2.10 "Normal Wear and Tear" used throughout this Solicitation shall mean the nature of daily work for all employees participating in this program, and shall include, but is not limited to, working in and around asphalt, concrete, oil, grease, and chemicals.
- **2.11** "PPE" or "Personal Protective Equipment" garments designated as High Visibility, Enhanced Visibility, or Flame-Resistant within this contract.
- 2.12 "Standard Garments" are the standard garments for employees participating in the uniform rental program. Contract Items 1 through 7 are standard garments. All other Contract Items require the written approval of WVDOT Human Resources prior to requesting.
- **2.13** "Pricing Pages" The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.

- 2.14 "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.
- **2.15** "Solicitation" means the official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.16 "Vendor" used throughout this Solicitation refers to 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.
- 2.17 "WVDOH" or "Agency"-means the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

3.1 Indemnity and Warranty: ANSI Class 2 High Visibility materials shall, at a minimum, conform to the requirements of ANSI/ISEA 107-2004 for ANSI Class 2 High Visibility standards. Vendor shall provide a copy of the manufacturer's Declaration of Conformity for high visibility garments. Enhanced Visibility garments shall meet the WVDOH Standards as defined in Section 2.5 of these Specifications. Vendor shall provide a copy of the MSDS and any manufacturer's certification for reflective tape material.

It is understood by the WVDOH that the Uniform Rental Services Vendor is not typically the manufacturer of rental garments. The WVDOH recognizes that the usage and laundering of garments may adversely affect their conspicuity, and as such, it is the Agency that will monitor and determine that the minimum high visibility and reflectivity requirements are continually being met. WVDOH will collaborate with the Vendor to identify and replace garments as needed.

Regardless of the manufacturer, the Uniform Rental Services Vendor is responsible for replacing garments found to be in non-conformance with the requirements of this contract. If the manufacturer's products do not meet the requirements of this contract, the vendor shall secure another manufacturer whose products meet these standards at their own expense. The WVDOH will not seek any replacement or reimbursement with the garment's manufacturer directly unless the Vendor is also the garment manufacturer.

- **3.2 Documentation to be Included with the Bid:** The Vendor should carefully read the entire solicitation invitation. The Vendor should include as part of their bid response:
 - Certification and Signature Page
 - Addendum Acknowledgement Form
 - Contract Manager Page
 - Garment Samples, WVDOH Patch Sample, and an Electronic Tracking Device Sample
 - Information on Vendor/WVDOH Portal
 - Communication Plan
 - Declaration of Conformity, MSDS, and manufacturers certification of reflective tape material
 - Pricing Pages (Mandatory with bid submission)
 - Valid Certificate of Insurance; and,
 - Any other required forms or supporting information as described herein.

Omitting any forms, attachments, or documentation as described throughout this contract could deem a bid non-responsive and result in the disqualification of the Vendor's bid response. If the Vendor fails to provide information with their bid document, the Vendor shall provide the requested information within five (5) business days after request has been made by the Purchasing Division, as failure to do so may result in the disqualification of the vendor's bid.

3.3 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuous rental basis. All garments are rental items and shall remain the property of the awarded Vendor.

All WVDOH employees participating in this program shall continually be assigned 11 sets of uniforms and two (2) jackets. Additionally, employees requiring flame resistant clothing shall also be assigned two (2) sets of Enhanced Visibility Coveralls. A uniform set shall consist of a t-shirt or work shirt and a pair of work pants. The program shall provide a WVDOH employee with 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, including renewals, 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 3.3.10 of this contract so that the WVDOH employee continually maintains 11 sets of uniforms. Contract Items must meet or exceed the mandatory requirements as shown below.

- 3.3.1 Garments: Contract Items 1 through 7 are the Standard Garments defined in Section 2.12. Contract Items 8 through 14 are alternate garments, as defined in Section 2.1. <u>No WVDOH employee may choose an Alternate Garment without the prior written approval of the WVDOT Human Resources.</u>
 - **3.3.1.1 ANSI Class 2 High Visibility and Enhanced Visibility Shirts** shall be offered as both 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 and sleeve length, based on individual preference and seasonal climate, and may select a combination of both styles and/or sleeve lengths.
 - ANSI Class 2 High Visibility Short Sleeve T-Shirts, Contract Item 1, shall be lime-yellow in color, 100% polyester material, with a left chest pocket. Standard garment.
 - ANSI Class 2 High Visibility Button Down Work Shirts, Contract Items 2 & 3, shall be offered as both short sleeve and long sleeve options. Button Down Work Shirts shall be limeyellow in color, a blended material of 65% polyester and 35% cotton, with left and right chest pockets. Standard garment.
 - Enhanced Visibility Button Down Work Shirts, Contract Items 9 & 10, shall be offered as both short sleeve and long sleeve options. Button Down Work Shirts shall be dark navy blue in color, 100% cotton material, with left and right chest pockets. Alternate garment.
 - **3.3.1.2 Enhanced Visibility Work Pants**. The Vendor shall provide both men's cut and women's cut.
 - Enhanced Visibility Work Pants, Contract Items 4 & 5, shall be a dark blue denim/jean material sized in men's cut and women's cut. Standard garment.
 - Enhanced Visibility Work Pants, Contract Items 11 & 12, shall be dark navy blue in color, 100% cotton material and sized in men's cut and women's cut. Alternate garment.

- **3.3.1.3 Enhanced Visibility Coveralls,** Contract Item 6, shall meet ASTM Standard F1506 and should be either 100% cotton material or an 88% FR Cotton/12% High-Tenacity Nylon Twill blend. Coveralls shall offer flame-resistant protection suitable for welding, be dark navy blue in color, unlined, with a two-way zipper and have left and right chest pockets. Standard garment.
- **3.3.1.4 ANSI Class 2 High Visibility Jackets**, Contract Item 7, shall be hip-style, three-season (Fall, Winter, and Spring) jackets and shall be lime-yellow in color, 100% polyester material. A three-season jacket shall have either a quilted lining or a zip-in liner included with the jacket and shall be water-resistant. Standard garment.
- **3.3.1.5 Enhanced Visibility Bib-Overalls**, Contract Item 8, shall be dark blue denim/jean material, unlined, with one or two front chest pockets, and adjustable buckled suspenders. Alternate garment.
- **3.3.1.6 Enhanced Visibility Cargo Pants**, Contract Items 13 & 14, shall be a dark navy blue in color, a blended material of 65% polyester and 35% cotton, and sized in men's cut and women's cut. Alternate garment.
- **3.3.1.7 WVDOH Identification/Logo Patch**, Contract Item 15, should be sized at 2 ¹/₂" x 4 ¹/₂" 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.

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. The patch backing shall be plastic coated consisting of polyester/cotton twill. The embroidery thread shall be rayon. Reference Exhibit 1 (EXH 1) for an example of the size and style of the patch.

- **3.3.1.7.1** 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.
- **3.3.1.8** 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.

3.3.2 All Contract Items shall remain the property of the Vendor and are considered rental items. The Vendor shall provide all storage and inventory of garments. At no time shall the WVDOH employee or the State of WV assume storage for any garment that is not currently in the possession of a WVDOH employee such as, but not limited to, Seasonal Sleeve Change-Out, reference Section 3.3.13.

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 West Virginia.

3.3.3 The Vendor shall have in place, at the time of bidding and ready for use, a software system capable of electronically identifying each garment assigned to this contract and able to track how long each garment has been in circulation/use. <u>Manual processes will not be acceptable</u>. 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 requested reports to include, but not be limited to, those identified in Section 39 of the General Terms and Conditions and Section 10.3 of these contract specifications.

- **3.3.4** Vendors shall offer an online customer portal/dashboard for the tracking or reporting of Uniform Rental Services for the WVDOH Uniform Coordinators and Sub Coordinators use. Vendor should provide a brief description of the functionality with their bid.
- **3.3.5** Each garment must be scanned in by the Vendor **upon delivery** at WVDOH location; scanning garments at the laundering facility or any time prior to delivery will not be sufficient as proof of delivery in disputes.
- **3.3.6** Each garment shall have an identification mark or an identification device for identifying and electronically 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. Vendor should provide a sample of the device/mechanism with their bid.

3.3.7 Vendor shall launder garments to high 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.

Vendor should have a system in place to launder heavily soiled items separate from less soiled items to prevent the transfer of soiled material during laundering as much as possible.

3.3.8 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 <u>expeditiously remedied</u>, and the garment returned as part of the <u>next</u> 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 repair garments to a satisfactory condition or provide a replacement shall be reason to withhold the next semimonthly payment until the repair is accomplished and may be subject to liquidated damages, as per Section 7.4.

- **3.3.9** Standard and special alterations shall be done by the Vendor at no additional charge which will include, but is not limited to, sleeve length and pant length alterations.
- **3.3.10 Replacement Costs,** Contract Items 16 through 29, are identified within the Pricing Pages, Attachment A (ATT A), Part II.

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, as per Section 3.3.10.1, 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 with a new garment. The WVDOH will pay the Vendor for the purchase of a new garment per Pricing Page, Part II, Replacement Cost on the following sliding scale:

Damaged Garment Sliding Scale Pricing Pages, Part II				
Amount of Time the Damaged Garment was in Circulation:	% Replacement Cost To Be Paid by WVDOH			
0 thru 7 months	100%			
8 thru 15 months	50%			
16 thru 23 months	25%			
24 months or more	0%			

For damaged garments in circulation over 24 months, Replacement Cost will be paid by the Vendor.

3.3.10.1 As PPE, Garments MUST continually meet the required high visibility fabric requirements of Section 2.3 and/or the enhanced visibility requirements of Section 2.5. 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.

Reflective tape shall be replaced after every 24 months the garment is in circulation, except for FR Coveralls. Any loose, fraying/sluffing or faded reflective tape on any garment <u>MUST</u> be repaired <u>immediately</u> or that garment replaced <u>immediately</u>. 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. <u>The decision of the State of WV shall be final and without recourse</u>.

- **3.3.11 Sizing of Employees for Garments:** Measuring shall include physical measurements taken by an experienced professional and shall include "trying on" of sample garments, pre-laundered to account for any potential shrinkage, of the <u>exact style/type and size that the Vendor will be providing</u>. 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.
 - 3.3.11.1 For 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 size 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.

- **3.3.11.2** For Pants, Coveralls and Bib-Overalls, the Vendor's bid costs for each type of pants, style, coveralls, and bib-overalls shall include short and long inseams and have no minimum or maximum waist size.
- **3.3.11.3** Measuring for the new garments shall be performed by the Vendor 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 Vendor 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.

- **3.3.11.4** 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 with 3.3.11 of these specifications and only at the request of the WVDOH Coordinator.
- **3.3.12 Cotton Garments:** To accommodate any WVDOH employee that has been approved by the WVDOH upper management to be exempt from the standard 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 garments to be delivered for a WVDOH employee. The Vendor shall change-out the assigned standard garments with cotton garments within 15 days after the Vendor is advised.
- **3.3.13 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, per Section 3.3.2. The amount of time a garment is in storage shall not count towards the 24 months the garment is in circulation/used for renewal replacement purposes.

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

- **3.3.14.1** 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. <u>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.</u>
- **3.3.14.2** 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 West Virginia.

4. **CONTRACT RENEWAL:**

After the initial three-year contract has completed, the WVDOH and the awarded Vendor shall have the option to renew the Contract, and all subsequent change orders, for one additional three-year renewal period. As described in Section 4.1 below, at the beginning of the renewal period, the Vendor shall replace, at a minimum, any garment in circulation over 24 months as part of the renewal option, at no additional cost to the WVDOH. Garments in circulation less than 24 months may be considered by the WVDOH for replacement. It shall be the responsibility of the Vendor to track the life cycle of each garment per Section 3.3.3. to document which garments have received 24 months of circulation/use.

4.1 Uniform Exchange

4.1.1 Approximately 60-90 days prior to the completion of the third year of the contract, and <u>after</u> the official notice of the renewal's approval has been finalized, the vendor shall begin the process of exchanging all uniforms that will have been in circulation for 24 months or more at the date of the contract renewal, with new uniforms, including

seasonal sleeve change out items. This exchange should be completed no later than 45 days after the effective date of the contract renewal.

- **4.1.2** Any WVDOH employee may be measured and sized again according to Section 3.3.11 of these specifications. Sizing events for the uniform exchange may be requested by WVDOH at no additional charge, if deemed necessary.
- **4.1.3** Uniforms should be exchanged through the weekly laundry service. At no time throughout the Uniform Exchange should the employee be without uniforms.
- **4.1.4** WVDOH personnel shall turn in all articles in their possession through regular laundry service, for replacement, no later than 30 days after the contract's renewal effective date.
- **4.1.5** 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.
- **4.1.6** 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. Reference Section 3.3.10.
- **4.2 Renewal Price Adjustments:** A price adjustment will occur one time, with the contract's renewal, and only if all parties agree to renew the contract for an additional three (3) year period under the same terms, conditions, and specifications.
 - **4.2.1** All Contract Items will be adjusted proportionally, upwards or downwards, based on the percentage change from May 2023 to the most recent index rate available at the time of renewal submission on the Producer Price Index by Commodity: Textile Products and Apparel index at <u>https://fred.stlouisfed.org/series/WPU03</u>. If for any reason the index is no longer available at the time of the renewal, an equivalent textile index will be used.

EXAMPLE OF ADJUSTMENT:

- The January 2021 index rate was 151.300.
- The January 2022 index rate was 174.218.
- Contract Item 1 bid price was \$5.00/week (example only)

A 15.15% change in the Textile Products and Apparel index occurred between January 2021 and January 2022. Contract Item 1 will be adjusted proportionally to match the percentage change in the index – therefore would be increased by 15.15%. The contract price for this Contract Item during the renewal period would be adjusted from \$5.00 to \$5.76 per week for the remainder of the contract. The same calculation would be performed for all Contract Items proportionally.

- **4.2.2** The Price adjustments and renewal will be granted or denied at the sole and absolute discretion of the State.
- **4.2.3** Price adjustments shall be memorialized by a written Change Order which much be reviewed and approved by the West Virginia Purchasing Division and as to form by the Attorney General's Office, to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

5. CONTRACT AWARD:

- 5.1 Contract Award: This Contract is intended to provide Agencies with a rental price on all Contract Items. The Contract shall be awarded to the qualifying Vendor that provides all Contract Items meeting the required specifications for the lowest overall total cost. The award of the Contract shall be based on the Grand Total bid amount of the Extended Weekly Rental Cost plus the Extended Logo Patch Cost from Pricing Pages Part I and the Extended Replacement Cost from Pricing Pages, Part II. This Grand Total bid amount shall be noted on the Pricing Pages Grand Total, Part III.
- 5.2 Pricing Pages, Attachment A (ATT A), consists of three (3) pricing sections referred to as Part I, Part II, and Part III. All three (3) Parts should be completed and submitted with bid response. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified. All Contract Items in Part I and Part II of the Pricing Pages must be bid to be evaluated for an award. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

The Pricing Pages contain a list of Contract Items and their estimated rental volume, estimated replacement volume, and estimated logo patch volume. These estimates represent the approximate volume of anticipated rentals, replacements, and logos ONLY. No future use of the Contract or any individual item is guaranteed or implied.

Vendor Instructions:

5.2.1 Vendor Instructions, Pricing Pages, (ATT A) Part I: Vendor should complete Pricing Pages, Part I by providing One Weekly Unit Rate for each Contract Item. Every Contract Item must be bid to be considered for award. Vendor should complete Pricing Page, Part I in its entirety as failure to do so may result in Vendor's bid being disqualified.

PART I UNIT DESCRIPTIONS

- One Weekly Unit Rate for Contract Items 1 through 5 shall equal weekly rental of 11 each of the garments 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 Unit Rate for Contract Item 7 shall equal weekly rental of two each of the garments plus weekly laundering and delivery by the Vendor for one each of the garments.
- One Weekly Unit Rate for Contract Item 8 shall equal weekly rental of 11 each of the garments plus weekly laundering and delivery by the Vendor for five 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 Weekly Unit Rate for Contract Items 13 through 14 shall equal weekly rental of 11 each of the garments plus weekly laundering and delivery by the Vendor for five each of these garments.
- One Unit Rate for Contract Item 15 shall equal one (1) each cost. There is no rental rate considered for this Item.

5.2.2 Vendor Instructions, Pricing Pages (ATT A) Part II: Vendor should complete Pricing Pages, Part II by providing a Replacement Cost Rate for each Contract Item. Every Contract Item must be bid to be considered for award. Vendor should complete Pricing Pages, Part II in its entirety as failure to do so may result in the Vendor's bid being disqualified.

Pricing Pages, Part II 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.

- **5.2.3 Vendor Instructions, Pricing Pages (ATT A) Part III:** Vendor should complete Pricing Pages, ATT A, by providing a Grand Total bid amount. Award of the Contract shall be based on the Grand Total bid amount. Vendor should complete Pricing Pages (ATT A) Part III in its entirety as failure to do so may result in Vendor's bid being disqualified.
- **5.2.4 Vendor's Bidding an Insurance Program** (optional) should bid the cost of their insurance program all-inclusive with their weekly rental rate bid in PART I of ATT A, and then bid \$0.00 on the replacement costs in PART II. If bidding an insurance program, Vendor should include a description of the program and the process for claim submissions. The replacement cost of all damaged garments, regardless of the source of the damage, and all lost garments, regardless of who lost the garments, would be covered by the insurance program with no separate deductible being assessed.
- 5.2.5 <u>Vendor should type or electronically enter the information into the Pricing</u> <u>Pages spreadsheet to prevent errors in the evaluation</u>. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: <u>John.W.Estep@wv.gov</u>.
- 5.3 Product Samples of Contract Items 1 thru 15: 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, Attachment A (ATT A). Vendor should also submit a sample of their proposed electronic identification device for each garment. 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 must provide samples to the State of WV within five working days of the request. Failure to provide requested samples if requested will result in the

disqualification of the entire bid. Samples will be returned to the Vendors NOT being awarded this contract.

5.3.1 Changing the Contract Item Descriptions, Units of Measure, or Estimated Quantities on the **Pricing Pages**, Attachment A (ATT A), shall result in the disqualification of Contract Item bid on the altered line. All Contract Items must be bid for bid evaluation and contract award; therefore, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing Pages except those provided with this solicitation, as described in Section 5.2, shall result in the disqualification of all Contract Items bid on the erroneous Pricing Pages.

- **5.4 Contract Award Transition:** To ensure that all current WVDOH employees participating in the rental program remain in full uniform until the awarded vendor has outfitted WVDOH employees under the awarded contract, this concurrent transition time-period will allow:
 - The newly awarded Vendor shall 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 90 days from the announced award to measure, manufacture, sew, and deliver complete uniform sets to all current WVDOH employees participating in the rental program. Reference Section 7.1 of these specifications for the WVDOH expected timeline.
 - The close-out by the WVDOH and the prior contract Vendor by collecting and picking up all garments associated with that contract and any additional settling-up details.
 - The successful Vendor cannot begin billing during the implementation phase, prior to the current contract's expiration/cancellation, and all new uniforms have been delivered to the WVDOH facilities.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor should be able to accept online orders through a secure internet ordering portal/website. Vendor should include in its response a brief description of how Agencies may utilize the online ordering system/portal. Vendor shall ensure that its online ordering system is properly secured and shall provide certification to WVDOH Operations Division prior to processing Agency orders online.

6.2 Payment: 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, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

Payment for weekly rental, Pricing Pages (ATT A) Part I shall be made to the Vendor semi-monthly on the 15th and last day of each month. Payment for Replacement Garments shall be made to the Vendor according to Pricing Page, Part II, and Section 3.3.10 of these specifications.

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

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

7. DELIVERY, RETURN & LIQUIDATED DAMAGES:

7.1 Delivery Timeframe of Garments

- 7.1.1 The Vendor shall have a minimum of 90 days from the award of the contract to provide <u>new garments</u> 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.

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

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

7.2 Weekly Delivery, Inspection, and Pickup of Garments:

- 7.2.1 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 2 (EXH 2), WVDOH Pickup/Delivery Locations.
- 7.2.2 The Vendor <u>shall maintain weekly mandatory</u> delivery to the locations identified on Exhibit 2 (EXH 2), WVDOH Pickup/Delivery Locations. <u>A hard copy delivery ticket is required for each week's pickup/delivery from each Pickup/Delivery Location; an electronic copy may not be substituted for the hard copy delivery ticket.</u>
 - 7.2.2.1 A set scheduled time shall be established with the WVDOH and the Vendor for each WVDOH Pickup/Delivery Location. Any deviation from this schedule <u>will require prior approval</u> by the WVDOH Sub-Coordinator and District/Division Coordinator for any location. The Vendor must contact the WVDOH Sub-Coordinator <u>two weeks</u> 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.
 - **7.2.2.2** The WVDOH Sub-Coordinator should inspect all laundered garments delivered prior to the Vendor'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 Vendor's representative for re-laundering or repair at no additional charge to the WVDOH, at that time. Reference Section 3.3.7.

- 7.2.3 All garments picked up in 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.
- 7.2.4 Additions and/or deletions to the WVDOH Pickup/Delivery Locations Pages, Exhibit 2 (EXH 2) may be made upon written notification by the WVDOH via a Change Order to the Contract at no additional charge to the WVDOH.
- 7.2.5 The number of employees at any WVDOH Pickup/Delivery Location, Exhibit 2 (EXH 2) may vary over the life of this contract.
- 7.3 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. Failure to deliver uniforms, replacement uniforms, and/or new uniforms by the regular delivery schedules, observing the delivery requirements detailed throughout these contract specifications, may be determined by the WVDOH, at its sole discretion, as harmful to the Agency and as such may be result in WVDOH's cancellation of the delayed order and may result in the application of Liquidated Damages.
- 7.4 Liquidated Damages: If the Vendor's uniform deliveries or corrections of Contract Items exceeds the delivery due date/timeframe, the Vendor shall agree that no extension of contract time may be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages beginning on day thirty-one after the WVDOH's has notified the vendor of the issue in writing, either by email or through the vendors online portal, in accordance with this Section and the contract's Terms and Conditions.

WVDOH may assess liquidated damages in the amount of \$50 per day, cumulatively per WVDOH District/Division, as identified in Exhibit 2. Regardless of whether a single Contract Item qualifies for liquidated damages, or numerous Contract Items qualify for liquidated damages within the same delivery location; the maximum liquidated damages per day, per billing District / Division, shall not exceed \$50.

Exceptions shall be made in the event of unforeseen circumstances including, but not limited to, inclement weather, a State of Emergency declared affecting for the

delivery location, or emergencies identified in Section 7.2.2.1 preventing the uniform delivery to the WVDOH delivery location.

7.4.1 Backordered Contract Items. If new/replacement Contract Items cannot be delivered due to a backorder circumstance, the <u>Vendor shall provide</u> <u>WVDOH with written documentation from their source of the backorder</u> <u>and the estimated delivery date</u>. WVDOH will allow the vendor a 60-day Liquidated Damages grace period for backordered items, from the original order date, to allow the Vendor time to secure the Contract Items from another acceptable source and deliver them to WVDOH. If Vendor does not provide WVDOH with sufficient written documentation from their source of backorder circumstance, no grace period will be warranted.

If the backordered items cannot be obtained and delivered by the first regular delivery following the 60-day grace period, WVDOH may, at their sole discretion, assess liquidated damages as per Section 6.4, or WVDOH may seek to cancel the contract.

- 7.5 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.
- **7.6 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.
- 7.7 **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.

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 advised otherwise.

Jointly, the WVDOH upper management and the Vendor shall schedule a final pickup date once a new contract is awarded, is 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.

<u>The WVDOH will not pay damage/replacement costs for returned garments, no</u> <u>matter the visible appearance/presentation of the garment</u> 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. Reference Section 3.3.10.

Any lost/misplaced garment older than 24 months, whether lost/misplaced by the Vendor <u>or</u> 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, <u>as well as</u> 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.
 - **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 the Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - **9.2.2** Immediate cancellation of one or more release orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- **10.1** No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **10.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

Vendor must be able to provide reports detailing the number of months a garment has been in circulation/use as well as the time spent in storage.

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 <u>must</u> be familiar with the specifications of this Contract, Pricing Pages, Part I and Part II, and WVDOH Pickup/Delivery Locations Pages, Exhibit 2 (EXH 2).

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:	Michael Rupprecht		
Telephone Number:	410-218-3454		
Fax Number:			
Email Address: Ru	RupprechtM@Cintas.com		

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for the cancellation of this contract.

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 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 disgualification 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: JUNE 7, 2023 by 10:00 AM

Submit Questions to: JOHN ESTEP 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-3970 Email: john.w.estep@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wv*OASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _______ convenience copies of each to the Purchasing Division at the address shown below. Additionally,

convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Revised 11/1/2022

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130 Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:	
BUYER:	JOHN ESTEP
SOLICITATION NO.:	CRFQ 0803 DOT2300000143
BID OPENING DATE:	JUNE 15, 2023
BID OPENING TIME:	1:30 PM
FAX NUMBER:	304-558-3970

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 *wv*OASIS (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: JUNE 15, 2023 @ 1:30PM

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 *wv*OASIS 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of <u>Three (3) Years</u>. . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as ______), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 ________ 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 <u>One (1)</u> successive <u>Three (3)</u> 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 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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as ______), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: <u>1,000,000.00</u> per occurrence.

Automobile Liability Insurance in at least an amount of: ______ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _______per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: ______ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: ______ per occurrence.

Aircraft Liability in an amount of: ______ per occurrence.

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Revised 11/1/2022

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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 _____.

Z Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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. Fime is of the essence regarding all matters of time and performance of 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.

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. 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.

31. 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 OTHER WISE 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.

32. 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.

33. 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.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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. Revised 11/1/2022 **35. 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. Insert: "but only to the extent such claim losses arise as a result of Vendor's

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold narmless 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.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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 <u>purchasing.division@wv.gov.</u>

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 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
 - 2. 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.

42. 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 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name an	nd Title) <u> </u>	ael Rupprecht
(Address)	100 Scott Aven	ue, Morgantown, WV 26508
(Phone Number)	/ (Fax Number) _	410-218-3454
(Email address)	Ruppr	echtM@Cintas.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Cintas Corporation No.2

(Company) <u>Michael</u> <u>Rupprecht</u> (Signature of Authorized Representative) <u>Michael Rupprecht - Government Account Manager</u> (Printed Name and Title of Authorized Representative) (Date) <u>410-218-3454</u> (Phone Number) (Fax Number) RupprechtM@Cintas.com

(Email Address)

Cintas' Exceptions to Contract Language for Uniform Rental 06-2023

against any and all claims including, but not limited to, the foregoing payments, withholdines, contributions, taxes, Social Security taxes, and employer income tax returns. **36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold narmiess 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.

WVDOH Uniform Rental Service Contract 6623C044 Pricing Page, Attachment A (ATT A)

<u>Cintas Corporation No.2</u>

Part I. Weekly Rental Cost Instructions: Vendor shall provide One Weekly Unit Rate for each Contract Item listed below. Failure to provide a bid price for every Contract Item below will result in the Vendor's bid being disqualified.

NOTE: Please refer to Section 5.2.1 of the Contract Specifications for description of a "Unit".

Contract	Estimated ** Weekly Unit		One Weekly	Extended Weekly
Item #	Quantity	Item Description	Unit Rate	Cost
1	320	ANSI Class 2 High Visibility Short Sleeve T-Shirt (Section 3.3.1.1) Lime Yellow, 100% Polyester, Left Chest Pocket	\$3.85	\$1,232.0
2	2,000	ANSI Class 2 High Visibility Short Sleeve Button Down Work Shirt (Section 3.3.1.1) Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket	\$3.96	\$7,920.0
3	400	ANSI Class 2 High Visibility Long Sleeve Button Down Work Shirt (Section 3.3.1.1) Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket	\$3.96	\$1,584.0
4	2,400	Enhanced Visibility Work Pants - Men's Cut (Section 3.3.1.2) Dark Blue Denim/Jean material	\$4.07	\$9,768.0
5	350	Enhanced Visibility Work Pants - Women's Cut (Section 3.3.1.2) Dark Blue Denim/Jean material	\$4.07	\$1,424.5
6	1,000	Enhanced Visibility Unlined Flame-Resistant Coveralls (Section 3.3.1.3) Navy Blue, 2-way Zipper, Left and Right Chest Pocket	\$1.24	\$1,240.0
7	2,800	ANSI Class 2 High Visibility 3-Season Hip Jacket (Section 3.3.1.4) Lime Yellow, 100% Polyester	\$1.36	\$3,808.0
8	5	Enhanced Visibility Unlined Bib-Overalls (Section 3.3.1.5) Dark Blue Denim/Jean Material, Adjustable buckled suspenders, Left and/or Right Chest Pocket	\$6.60	\$33.00
9	40	Enhanced Visibility Short Sleeve Button Down Work Shirt (Section 3.3.1.1) Navy Blue, 100% Cotton, Left and Right Chest Pocket	\$3.63	\$145.20
10	40	Enhanced Visibility Long Sleeve Button Down Work Shirt (Section 3.3.1.1) Navy Blue, 100% Cotton, Left and Right Chest Pocket	\$3.63	\$145.20
11	70	Enhanced Visibility Work Pants - Men's Cut (Section 3.3.1.2) Navy Blue, 100% Cotton	\$3.85	\$269.50
12	10	Enhanced Visibility Work Pants - Women's Cut (Section 3.3.1.2) Navy Blue, 100% Cotton	\$3.85	\$38.50
13	50	Enhanced Visibility Cargo Pants - Men's Cut (Section 3.3.1.6) Navy Blue, blended Material 65% Polyester and 35% Cotton	\$3.52	\$176.00
14	10	Enhanced Visibility Cargo Pants - Women's Cut (Section 3.3.1.6) Navy Blue, blended Material 65% Polyester and 35% Cotton	\$3.52	\$35.20
		TOTAL EXTENDED WEEKLY RENTAL COST		\$27,819.

	Contract	Estimated			Entended
			It we Dependention		Logo Patch
	Item #	** Quantity	Item Description	Cost Each	Cont
	15	4/UNN/each	WVDOH Logo Patch (2.5" x 4.5") shall be placed above the left pocket on all shirts, coveralls, bi overalls and jackets (Section 3.3.1.7)	\$0.00	\$0.00
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* TOTAL PART I. COST equals the total of <u>Extended Weekly Rental Cost</u> plus <u>Extended Logo Patch Cost</u> \$27,819

*Provide this Rate in Part III as well

(Continue to Page 2)

WVDOH Uniform Rental Service Contract 6623C044 Pricing Page, Attachment A (ATT A)

Part II. Replacement Cost - Instructions: Vendor shall provide a Replacement Cost Rate for each Contract Item listed below. Vendor must complete this section in its entirety. If bidding an Insurance Program in lieu of individual replacement costs, please see Section 5.2.4. for instructions.

NOTE: Replacement Cost, for new garments, shall be paid per the rates listed below based on the sliding scale described in Section 3.3.10 of the Contract Specifications.

		Estimated **		Replacement	
		Replacement		EACH	Replacemen
	Item #	Quantity	Item Description	Rate	Cost
	16	50	ANSI Class 2 High Visibility Short Sleeve T-Shirt (Section 3.3.1.1)	\$0.00	\$0.00
	10	50	Lime Yellow, 100% Polyester, Left Chest Pocket	\$0.00	φ0.00
	17	37	ANSI Class 2 High Visibility Short Sleeve Button Down Work Shirt (Section 3.3.1.1)	\$0.00	\$0.00
	1 /	51	Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket	Φ0.00	φ0.00
ľ	18	37	ANSI Class 2 High Visibility Long Sleeve Button Down Work Shirt (Section 3.3.1.1)	\$0.00	\$0.00
p	10		Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket	\$0.00	\$0.00
Standard	19	100	Enhanced Visibility Work Pants - Men's Cut (Section 3.3.1.2)	¢0.00	¢0.00
tan	19	100	Dark Blue Denim/Jean material	\$0.00	\$0.00
Ś	20	25	Enhanced Visibility Work Pants - Women's Cut (Section 3.3.1.2)	¢0.00	¢0.00
	20	25	Dark Blue Denim/Jean material	\$0.00	\$0.00
ľ	01	25	Enhanced Visibility Unlined Flame-Resistant Coveralls (Section 3.3.1.3)	Φ <u>Ο</u> ΟΟ	\$0.00
	21	25	Navy Blue, 2-way Zipper, Left and Right Chest Pocket	\$0.00	
ľ	22	125	ANSI Class 2 High Visibility 3-Season Hip Jacket (Section 3.3.1.4)	Φ <u>Ο</u> ΟΟ	φο. ο ο
	22		Lime Yellow, 100% Polyester	\$0.00	\$0.00
	22	5	Enhanced Visibility Unlined Bib-Overalls (Section 3.3.1.5)	\$0.00	¢0.00
	23		Dark Blue Denim/Jean Material, Adjustable buckled suspenders, Left and/or Right Chest Pocket		\$0.00
ſ	24	5	Enhanced Visibility Short Sleeve Button Down Work Shirt (Section 3.3.1.1)	\$0.00	¢0.00
			Navy Blue, 100% Cotton, Left and Right Chest Pocket		\$0.00
ſ	25	5	Enhanced Visibility Long Sleeve Button Down Work Shirt (Section 3.3.1.1)	\$0.00	\$0.00
e		5	Navy Blue, 100% Cotton, Left and Right Chest Pocket		
Alternate	26	5	Enhanced Visibility Work Pants - Men's Cut (Section 3.3.1.2)	Φ <u>Ω</u> ΩΩ	φο. οο
ter	26	5	Navy Blue, 100% Cotton	\$0.00	\$0.00
A	27	1	Enhanced Visibility Work Pants - Women's Cut (Section 3.3.1.2)	#0.00	\$0.00
		1	Navy Blue, 100% Cotton	\$0.00	
ľ	28	_	Enhanced Visibility Cargo Pants - Men's Cut (Section 3.3.1.6)	\$0.00	\$0.00
		5	Navy Blue, blended Material 65% Polyester and 35% Cotton	\$0.00	
ľ			Enhanced Visibility Cargo Pants - Women's Cut (Section 3.3.1.6)	* 0	A C - -
	29	1	Navy Blue, blended Material 65% Polyester and 35% Cotton	\$0.00	\$0.00
1		*	TOTAL PART II. COST equals the sum of all Extended Replacement Cost Contract Items.		\$0.00

*Provide this Rate in Part III as well

<u>Part III. Grand Total Instructions</u>: Vendor should list the Total Pricing sum of Contract Items 1 thru 15, and then the Total Pricing sum of Contract Items 16 thru 27, in the designated spaces below for the calculation of the Grand Total Dollar Amount Bid.

* TOTAL PRICE from Part I Weekly Rental Cost above, equals the total of Extended Weekly Rental Cost plus the Extended Logo Patch Cost:	\$ 27,819.10
* TOTAL PRICE from Part II Replacement Cost above, equals the total of Extended Replacement Cost:	\$ _
GRAND TOTAL DOLLAR AMOUNT BID	\$ 27,819.10

**These estimates represent the approximate volume of anticipated rentals and replacements ONLY. No future use of the Contract or any individual item is guaranteed or implied.