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

Request for Quotation

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EDD285629

ADDRESS CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY 304-558-8801

DEPARTMENT OF EDUCATION

BUILDING 6 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0330

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHT TERMS FO.B. 04/27/2008 BID OPENING DATE: 06/03/2008 BID OPENING TIME 01:30PM CAT. **AMOUNT** LINE QUANTITY UOP ITEM NUMBER UNIT PRICE REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WV DEPARTMENT OF EDUCATION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH LINEN RENTAL SERVICE AT THE CEDAR LAKES CONFERENCE CENTER, RIPLEY, WV. INQUIRES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 05/21/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, ADDRESS INQUIRES TO: EMAIL QUESTIONS ARE PREFERRED. SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: SHELLY.L.MURRAY WV.GOV 0001 983-77 EA TEXTILE RENTALS EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAINEEDEWESTSPONTEDEWSAMDROWENES THE SIGNATURE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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DEPARTMENT OF EDUCATION

BUILDING 6 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0330

FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. 04/27/2008 BID OPENING DATE: 06/03/2008 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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DATE PRINTED TERMS OF SALE SHIP VIA FREIGHT TERMS F.O.B. 04/27/2008 BID OPENING DATE: 06/03/2008 **BID OPENING TIME** 01:30PM CAT. LINE QUANTITY ITEM NUMBER UNIT PRICE **AMOUNT** ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID: BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR |SUBSIDIARY'S| EMPL|OYEES| ARE RESIDENTS O|F WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID. BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF (A) RESCIND THE CONTRACT OR PURCHASE PURCHASING TO: |ORDER ISSUED|; OR |(B) A|SSESS A PENALTY |AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER. BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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Contractor to provide linen rental service at Cedar Lakes Conference Center, Ripley, West Virginia. Contractor shall establish and provide an on-hand inventory of items listed and shall establish a pick-up and delivery schedule with the Park Superintendent.

Contractor shall invoice only those items on this contract and invoice must reflect the same item number and unit cost as given in the final contract document. Unless noted otherwise, all sheets are to have a content of 50% polyester and 50% cotton and towels are to be 14% polyester and 86% cotton. Tablecloths are to be wrinkle resistant and of a cotton and polyester blend. All bids must meet the size and color requested. If no bids are received meeting this color specification, the Agency reserves the right to accept alternate quotes for white linens.

Quantities listed are provided as estimates of inventory to be on hand and vendor should not assume these numbers are actual. Contract shall cover and provide linens to meet the actual requirements of spending unit as the demand is expanded.

Linens are to be delivered to spending unit on a weekly basis. Schedule of delivery shall be determined by the facility representative in coordination with the linen service.

Vendor to provide ample linen bags for soiled linen necessary for weekly use.

In the case of an error in delivered supplies or shortage of linens due to a high volume of use by spending unit, the vendor will arrange for additional linens to be delivered to the spending unit with 24 hour or less period upon notification of the contractor by the facility.

If disagreements arise between the agency and vendor about product quality or quantity, the agency reserves the right to do on-site counts and quality control inspections in the presence of vendor driver or representative.

Bid Sheet - EDD285629

		Avg We	ekly Qty		and a standard of matter animal and a standard of the standard of the standard of the standard of the standard		
item #		Typical Period	Peak	Description	Unit Price	Total	
				Bone Flat Sheets, 81" x 102", 180 thread			
1	20,000	185	310	count/Sq. inch, 65% polyester, 35% cotton	\$	\$	
	40.000	0.5	405	Bone Flat Sheets, 66" x 104" 180 thread	\$	\$	
2	10,000	95	105	count/Sq. inch, 65% polyester, 35% cotton Bone Pillow Cases, 36" x 42" 180 thread	Ψ	Ψ	
3	20,000	240	380	count/Sq. inch, 65% polyester, 35% cotton	\$	\$	
<u>ა</u>	20,000	240	300	White Tablecloths, 52" x 102", wrinkle	Ψ	<u> </u>	
· 4	1,300	75		resistant, cotton/polyester blend	\$	\$	
	1,000			White Tablecloths, 52" x 52", wrinkle resistant,			
5	30	5		cotton/polyester blend	\$	\$	
				White Tablecloths, 52" x 120", wrinkle			
6		50		resistant, cotton/polyester blend	\$	\$	
				White Tablecloths, 90" round, wrinkle resistant,			
7	100	5*		cotton/polyester blend	\$	\$	
_				White Bath Towel, 22" x 40", 5 1/2# per dozen,		<u></u>	
8	30,000	365	580	86% cotton, 14% polyester White Wash Cloths, 12" x 12", 12 oz per	\$	\$	
_	25.000	200	115	dozen, 86% cotton, 14% polyester	 \$	\$	
9	25,000	290	440	White Bath Mats, 21" x 29", 7# per dozen, 86%		Ψ	
10	7,000	105	190	cotton, 14% polyester	 \$	\$	
- 10	7,000	100	100	White Massage Towel, 15" x 25", 86% cotton,			
11	12,000	180		14% polyester blend	\$	\$	
12	400	20		14" Dust Mop, Nylon & Cotton	\$	\$	
13	500	20		30" Dust Mop, Nylon & Cotton	\$	\$	
14	550	30		Large Wet Mop, Nylon & Cotton	\$	\$	
15	120	5		Super Scrape Mat, 4 x 6	\$	\$	
16	60	5		Scraper Mat, 3 x 10	\$ \$	\$	
17	300	5		Charcoal or Blue Mat, 3 x 10	\$	\$	
18	325	5		Charcoal or Blue Mat, 4 x 6 Mats, Kleen-thru, 3 x 5	\$	\$	
19	125	5		* special occasion only	Ψ	Ψ	
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Replacement Item Pricing - EDD285629

Contractor shall indicate the cost for linen lost or destroyed by the facility. The contractor shall replace unusable or unserviceable linen at no charge to the facility.

Item#	Replacement Item Description	Unit Price
1	Bone Flat Sheets, 81" x 102", 65% poly, 35% cotton	\$
2	Bone Flat Sheets, 66" x 104", 65% poly, 35% cotton	\$
3	Bone Pillow Cases, 36" x 42", 65% poly, 35% cotton	\$
4	White Tablecloths, 52" x 102", wrinkle resistant,	\$
	cotton/polyester blend	
5	White Tablecloths, 52" x 52", wrinkle resistant,	\$
	cotton/polyester blend	
6	White Tablecloths, 52" x 120", wrinkle resistant,	\$
	cotton/polyester blend	
7	White Tablecloths, 90" round, wrinkle resistant,	\$
	cotton/polyester blend	
8	White Bath Towel, 22" x 40"	\$
9	White Wash Cloths, 12" x 12"	\$
10	White Bath Mats, 21" x 29"	\$
11	White Massage Towel, 15" x 25"	\$
12	14" Dust Mop, Nylon & Cotton	\$
13	30" Dust Mop, Nylon & Cotton	\$
14	Large Wet Mop, Nylon & Cotton	\$
15	Super Scrape Mat, 4 x 6	\$
16	Scraper Mat, 3 x 10	\$
17	Charcoal or Blue Mat, 3 x 10	\$
18	Charcoal or Blue Mat, 4 x 6	\$
19	Mats, Kleen-thru, 3 x 5	\$
	TOTAL	\$

Replacement cost on damaged linen will only be paid by the agency if the damaged linen is turned over to the facility for verification and ultimate possession. Replacement cost for lost items must be billed montly. Lost items not billed within 30 days of the loss will not be the responsibility of the agency.

Date	Vendor's Signature						
Vendor Information (Plea	ase Type or Print):						
Company Name:							
Contact Person:		-					
Address:							
Voice Number:	()						
FAX Number:	()						

RFQ	No.	EDD285629
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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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

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

Vendor's Name:	
Authorized Signature:	Date:

Purchasing Affidavit (Revised 06/15/07)