



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

Request for Quotation

RFQ NUMBER
 GSD096403

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 07/10/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 07/31/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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RENTAL OF 11 SETS OF UNIFORMS PER EMPLOYEE REQUEST FOR QUOTATION OPEN END CONTRACT THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT FOR UNIFORM CLOTHING AND LAUNDRY SERVICE FOR THE EMPLOYEES OF THE GENERAL SERVICES DIVISION PER THE ATTACHED SPECIFICATIONS. A MANDATORY PRE-BID MEETING WILL BE HELD ON MONDAY, JULY 21, 2008 AT 10:00 AM IN THE FOOD COURT LOCATED IN THE BASEMENT OF THE MAIN CAPITOL BUILDING (BUILDING #1) ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA. ANY VENDOR WISHING TO BID ON THIS PROJECT MUST ATTEND THIS MEETING. FAILURE TO ATTEND WILL RESULT IN THE DISQUALIFICATION OF THE BID. NO ONE VENDOR MAY REPRESENT MORE THAN ONE VENDOR. VENDORS ATTENDING THE MANDATORY PRE-BID MEETING SHALL BRING SAMPLES FOR STYLE AND COLOR COMPAISON. ALL SAMPLES WILL BE RETURNED TO EACH VENDOR AFTER THE CONTRACT AWARD. TECHNICAL QUESTIONS FOR THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



State of West Virginia
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 Purchasing Division
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<p>STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. QUESTIONS MAY ALSO BE SUBMITTED DURING THE MANDATORY PRE-BID MEETING. DEADLINE FOR ALL TECHNICAL QUESTIONS IS TUESDAY, JULY 22, 2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE. QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAY.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>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.</p> <p>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.</p>						

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

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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIV</p>						

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<p>DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR. PRICE INCREASES WILL BE CONSIDERED AT THE TIME OF RENEWAL ONLY.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE</p>						

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OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR

() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.

B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:

() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;

OR

() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.

BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS

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<p>FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p>						

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<p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: GSD096403</p> <p>BID OPENING DATE: JULY 31, 2008</p> <p>BID OPENING TIME: 1:30 PM</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ GSD096403 ***** TOTAL: _____						

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State of West Virginia
General Services Division

West Virginia State Capitol
Uniform Purchase Contract

REQUEST FOR QUOTATIONS#GSD096403
OPEN-END CONTRACT TO PURCHASE UNIFORMS FOR GENERAL SERVICES
DIVISION EMPLOYEES
Building 1 – 1900 Kanawha Boulevard., East
Charleston, West Virginia

Location: West Virginia State Capitol (and other facilities located statewide)
Main Capitol Building
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

For: State of West Virginia
General Services Division
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:
Krista Ferrell, Senior Buyer
Purchasing Division
P.O. Box 50130
Charleston, West Virginia 25305-0130
Phone: (304) 558-2596
Fax: (304) 558-4115
Krista.s.ferrell@wv.gov

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations for an open-end contract to provide uniform clothing and laundry service for the employees of the General Services Division. It is the intent of the Agency to contract with a vendor for a service which provides uniforms with laundry service as stipulated below.

All Vendors wishing to submit bids must attend a mandatory pre-bid conference, in the Food Court of the Main Capitol Building, Charleston, WV on July 21, 2008 at 10:00am. Vendors attending the mandatory pre-bid meeting shall bring samples for style and color comparison. All samples will be returned to each vendor after contract award.

I. SCOPE

The West Virginia Department of Administration, General Services Division, wishes to have an open-end contract lasting for one (1) year, with two one-year renewal options, by which they may provide uniform items for their employees as needed. General Services Division personnel are located predominantly in Charleston, WV; however, the successful vendor shall provide

successful vendor shall provide uniforms for Agency personnel throughout the State of WV. The Agency currently has employees working in facilities in the West Virginia cities of Beckley, Fairmont, Parkersburg, Williamson, Weirton and Huntington, and is likely to add employees in other West Virginia during the life of the contract. The successful vendor will provide uniform pants, shirts and tee shirts to The Agency and will "service" those uniforms with pick-up, laundering, and delivery. The Agency wishes to have one price (per week's service) for each item (as below: pants, shirts, tee shirts), regardless of size, color, or gender, with those sizes, colors, and genders to be determined as needed. The Agency has approximately seventy-five (75) employees who would be covered by this uniform service, with number changing (upward or downward) during the life of the contract to accommodate new hiring and employee turnover.

II. DEFINITIONS

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, WV 25305, will hereinafter be called the "Agency".
- B. The service organization on the specifications will hereinafter be called the "Vendor".
- C. "The Contract", as herein stated, will mean the agreement between the Owner and the Contractor to provide the commodities herein specified.
- D. "Owner's Representative or Designee", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.

III. GENERAL CONDITIONS

- A. Vendor will deliver all new uniforms within thirty (30) days of the issuance by the Agency of a contract release order. Within five (5) working days of the award of the contract, the Vendor will meet with the Agency to formulate the initial, large provision of uniform items. The Vendor must be prepared to assist the Agency in determining sizes and measurements during this meeting. The Vendor should be prepared to provide sample uniforms (with embroidery samples, as detailed below) at this meeting. The Agency will provide a release order after this meeting which will dictate quantities, sizes, and measurements for uniform items for the initial delivery.
- B. Arrangements for pick-up and delivery of uniform items must be coordinated with the Agency prior to shipping and acceptance of delivery by Agency:

General Services Division
(304)558-2317
Main Capitol / Room MB-60
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

- C. The Vendor should provide the name and phone number of the contact person to whom releases from the contract should be communicated:

Contact Name: _____
 Phone Number: _____
 Fax Number: _____
 Email: _____

- D. Agency will generate release orders to initiate service for new employees and cancel service when needed. These release orders will be generated from the Agency's computerized maintenance management system (they will generally be 5-digit numbers). Vendor must be willing to accept release orders via fax, email, or in the mail.
- E. Two copies (one original and one copy) of invoices will be submitted for payment (weekly, in arrears) and must include the following information:
1. Purchase order number (this RFQ#, prospective PO#)
 2. Vendor will incorporate into the itemized line on the invoice for each employee the aforementioned release order number whereby their uniform service was initiated (e.g., John Doe-12345, Jane Doe-12346).
 3. Itemized list of all items supplied, including replacement charges, and name of employee for whom they were supplied. Invoices will be mailed to the following address:

General Services Division
 1900 Kanawha Blvd. E.
 Building 1, Room MB-60
 Charleston, WV 25305
 4. Vendor must accept the WV State Purchasing Card in payment of any invoices resulting from releases from this contract that fall within the Agency's Purchasing Card spending limits. Invoices in excess of this limit – which may change during the life of the contract – will be paid Net 30 via warrant/check.
 5. Vendor should provide the information below for a contact person for payment of invoices using either method:

Name: _____
 Telephone: _____
 Fax: _____
 Email: _____
 6. The agency reserves the right to request the above contact information. The vendor will have 48 hours from the request in order to submit this

information. Vendors failing to submit this information in the given amount of time may be disqualified.

- F. The relationship of the Vendor to the Agency shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Vendor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Vendor nor any employees or sub-contractors of the Contractor will be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Vendor's responsibility. The Vendor will hold harmless the State, and must 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. The Vendor will not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.
- G. Indemnification: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.
- H. This contract will be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.

- I. The Vendor will procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- J. The Vendor will pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

IV. SPECIFICATIONS FOR UNIFORM SERVICE

- A. The Agency will accept only new uniforms as the original issuance to any employee. Uniform items found to have abrasions, tears, stains, or any flaw deemed by the Agency to render the garment unfit to be worn will be returned to the Vendor (at the Vendor's expense) and replaced immediately.
- B. The Vendor will "service" the Agency's uniforms by laundering all those turned in by the Agency's employees, at least once per week. Each article of uniform clothing turned in by an employee of the Agency for laundering service will be cleaned, and pressed (if necessary), to return the item to a clean, presentable and ready-to-wear condition prior to return delivery by the Vendor. All garments returned after uniform service must retain their original hue; the color fastness of the provided uniform items should insure that no fading, running or changing will occur during the laundering process. Any uniform items suffering fading, running or changing in hue because of the laundering service will be replaced at the vendor's expense. All uniform items returned after laundering service will be neatly hung on hangers. Detergent used in the laundering process must be hypo-allergenic. Minor repairs will be made by the Vendor, when necessary, including: reattaching buttons, re-sewing of loose stitches or hems, etc. No patches will be accepted. When repairs would require patching or would otherwise require replacement of the uniform item, Vendor will provide a new uniform item, matching the exact specifications listed herein, including the individual specifications dictated by size, measurements, and embroidery. Prior to the replacement of any uniform item, the Vendor will receive approval from the Agency. Agency may request replacement of a uniform item at any time. Agency will be responsible for paying the replacement charge when loss or damage to a uniform item is the fault of its employees. Vendor will be allowed a charge for said replacement (see Bid Form).
- C. The Vendor will, upon any service visit to any location, acquire the signature of the Agency representative designated to sign for such service. No charge for any service to any location at any time will be verified without that signature. No payment will be made for any service which is not verified.

Upon award of contract, Agency will provide vendor with exact locations and addresses for all service, and with the names of the Agency-designated representatives for said location. The Vendor will be expected to coordinate pick-up and delivery schedule with Agency to insure signature verification is available.

V. UNIFORM ITEMS SPECIFICATIONS

A. Uniform T-Shirts and Work Shirts shall be embroidered, as follows:

1. Division Name: GENERAL SERVICES (above left-breast pocket)
2. Section Name: (e.g) MAINTENANCE (below Division Name)
3. Employee Name: (e.g) JOHN (above right-breast pocket on work shirts, or at right breast directly across from Division Name)

Embroidery shall be in colored thread, and of a font no larger than one inch (1") in height. To approximate thread-count for embroidery: Division Name shall be "GENERAL SERVICES;" Section Names could include "MAINTENANCE," "CUSTODIAL," "GROUNDS," "ENGINEERING," and "BUSINESS," or be left blank; Employee Name will be employee's first name (or initials). After award of the contract, but prior to issuance of the first release order, the Vendor will meet with the Agency to determine the exact desired location, size, spelling, color and font of the required embroidery. The Vendor should expect to provide the Agency with various options; their industry professional expertise on determining font sizes, colors and styles; and assorted samples for review. The cost of this embroidery should be incorporated by the Vendor into their base bid for each item, and will not be considered as an additional charge.

B. The Vendor will provide eleven pairs of uniform pants for each employee. The Vendor will provide eleven uniform shirts of one type, either Tee or Work, for each employee.

C. Button-Up Work Shirt Uniform Specifications

Work shirts shall be equal in specification to the Cintas Model#935 "The Comfort Shirt Micro-Pattern Shirt," with the following minimum specifications:

1. Micro-pattern cotton/poly blend, lightweight, minimum 4.25oz weight
2. Color: Navy Blue, or equal
3. Short-sleeved
4. Double needle stitched arm holes, shoulder seams, and cuffs
5. Two-pocket, left and right breast

6. Non-button-down collar

D. Tee Shirt Uniform Specifications

Tee Shirts shall be equal to a Gildan Model G2300, with the following minimum specifications:

1. Made of 100% Cotton (6oz minimum weight)
2. Short-sleeved
3. Crew Neckline
4. Left breast pocket
5. Pre-shrunk
6. Color: Navy Blue, or equal

E. Pants Specifications

1. At least 8oz. Twill fabric of cotton/polyester blend
2. Durable construction with reinforced stitching
3. Wrinkle resistant
4. Stain resistant
5. Easy or relaxed fitting
6. Comfort waistband
7. Two front pockets, minimum one rear pocket
8. Color: Navy Blue, or equal
9. Pants must have an attached tag or label (inside the pants) indicating the employee to which they are provided.

VI. BIDDING CONDITIONS

- A. The exact quantities of uniform items needed are undefined at the time of this solicitation. Those quantities listed on the bid form are for bidding purposes only.
- B. The Vendor will provide uniform items listed at the cost on the attached bid sheet, **regardless of size**, during the life of the contract. Only the additionally bid charge for replacement of uniform items will be allowed. There will be no additional, allowable charges for service fees, freight, travel or related costs, surcharges, up-charges, stitching of logos, etc.
- C. Vendors may be required to supply the Purchasing Division with one each sample of the work shirt, tee shirt and pants they are offering as part of their bid, upon request (and within two working days of said request), after bid submission but prior to award. Vendors may choose to submit said samples with their bids. All samples will be returned to the vendor.
- D. Vendors must provide the available make and model number of the item(s) they are submitting for bid. Vendors shall also supply a color catalog, pamphlet, brochure, flyer, etc, which shows the items being submitted or bid.

State of West Virginia
General Services Division

West Virginia State Capitol
Uniform Purchase Contract

E. The attached bid form uses estimated quantities based upon current Agency staffing and uniform needs and estimated needs during the life of the first year of the contract.

Vendors are to complete the below cost sheet.

Uniform Costs			
Description	Unit Cost	Estimated # of Employees	Extended Cost
(11) Uniform work shirts for one employee:	\$	50 employees	\$
	<i>per 11 shirts</i>	x 52 Weeks per year	
(11) Uniform T-shirts for one employee	\$	50 employees	\$
	<i>per 11 shirts</i>	x 52 Weeks per year	
(11) Uniform pairs of pants for one employee	%	50 employees	\$
	<i>per 11 pair</i>	x 52 Weeks per year	
Subtotal:			\$

Replacement Costs:			
Description	Unit Cost	Estimated # of Items	Extended Cost
Cost of replacement of (1) uniform work shirt	\$	50 per year	\$
	<i>per shirt</i>		
Cost of replacement of (1) uniform T-shirt	\$	50 per year	\$
	<i>per shirt</i>		
Cost of replacement of (1) pair of uniform pants	%	50 per year	\$
	<i>per pair</i>		
Subtotal:			\$

Grand Total for Evaluation: \$

**The quantities shown above are for evaluation purposes only. Actual quantities may vary at the discretion of the agency.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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 is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____