



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
MMB10044

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 MILDRED MITCHELL-BATEMAN  
 HOSPITAL  
 1530 NORWAY AVENUE  
 HUNTINGTON, WV  
 25705 304-525-7801

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
10/09/2009				

BID OPENING DATE: 11/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	12	MN		983-77		
<p>HOSPITAL LINEN RENTAL SERVICES</p> <p>REQUEST FOR QUOTATION</p> <p>TO PROVIDE HOSPITAL LINEN RENTAL SERVICES TO MILDRED MITCHELL-BATEMAN HOSPITAL PER THE ATTACHED SPECIFICATIONS.</p> <p>TERM OF CONTRACT: UPON AWARD AND CONTINUE FOR A PERIOD OF ONE YEAR, WITH THE OPTION OF TWO (2), ONE (1) YEAR RENEWALS.</p> <p>RATE OF PAY: VENDOR SHALL QUOTE A MONTHLY RATE UTILIZING THE INFORMATION IN EXHIBIT 1 OF THE RFQ.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover 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 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."

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**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 case 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



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<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> <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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>INQUIRIES:</p>						

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<p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 10/27/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AND UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: (304) 558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p style="text-align: center;">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>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER:-----RW/FILE 22----- RFQ. NO.:-----MMB10044----- BID OPENING DATE:-----11/12/2009----- BID OPENING TIME:-----1:30 PM-----  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 MMB10044 ***** TOTAL: _____						

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MMB10044

**1.1 PURPOSE:** The purpose of this contract is to engage the services of a vendor to provide Linen Rental Services for Mildred Mitchell-Bateman Hospital.

**1.2 LABELING OF SECTIONS:**

**1.2.1 Mandatory Requirements:** Any specification or statement containing the word “must”, “shall”, or “will” are mandatory.

**1.2.2 Contract Terms and Conditions:** Section “3” details the contractual terms and conditions under which the State of West Virginia will enter into a contract.

**2.1 LOCATION:** Mildred Mitchell-Bateman Hospital is located at 1530 Norway Avenue, Huntington, West Virginia 25705. The hospital is a 110 bed State supported Acute, Psychiatric Hospital. It is accredited by Joint Commission on Accreditation of Health Care Organization (JCAHO) and Center for Medicare and Medicaid Services (CMS).

**3.1 GENERAL REQUIREMENTS:**

The mission/purpose of this project is to provide Linen Rental Services.

Mildred Mitchell-Bateman desires a vendor with a proven track record of providing Linen Rental Services for at least five (5) years.

**3.2 SCOPE OF WORK:**

The vendor will quote services limited to providing Linen Rental and Laundry Services consistent with all applicable State and Federal Laws and Regulations. More specifically, the vendor shall provide, but not be limited to, the following services:

1. Vendor “must” provide delivery of Linen Services five (5) days per week, Monday through Friday, excluding New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and on special occasions, as requested by the Hospital. Delivery cost will be included by the vendor in the total monthly cost of services. In the event of emergency medical situations, not to exceed three (3) occurrences per year, where laundry inventories become depleted, vendor may be required to pick up and deliver laundry on Holidays or more than five (5) days per week.

2. Vendor "must" provide Linens sufficient to maintain a weekly inventory on hand at the hospital as indicated in Exhibit 1 at all times. The type and quality of Linens "must", at a minimum meet specifications provided in Exhibit 1.
3. Vendor "must" deliver clean "wrapped" sanitary linen.
4. Vendor "must" be responsible for all Linen Replacement Cost.
5. Vendor "must" provide the hospital with, and replace as necessary, the equipment and supplies required to receive, transport, store and return linen to the vendor for cleaning at no cost. This would include at least fifteen (15) carts on site at all times, seventy-five (75) laundry bags on site at all times, rags and anything incidental to the provision of the linen rental services.
6. Vendor "must" provide a verification/report of linens delivered to the hospital. For the purposes of this report, items delivered to an authorized hospital representative by an authorized vendor representative will be counted at time of delivery and signed by both parties.
7. Vendor "must" provide the hospital with the necessary reports of usage of linen items, for use in preparing monthly reconciliations and the annual cost Report. This report shall include the monthly and year-to-date usage of linen item usage and cost.

Please refer to Exhibit 1 for an estimate of the monthly usage of items and the perpetual inventory of items to be maintained on hand at the hospital by the vendor. Volumes of linen on a daily basis may vary some during the course of the contract period, as is expected in any hospital.

8. The vendor will not charge additional fees if linen items delivered to the facility are not clean and must be re-washed. Linen must be clean, free of stains, mildew and odor before delivered to the facility.
9. All clean linen must be folded and sorted by color, by item and by location as marked on the item or laundry bag. All linen items must be sorted by item type.
10. Vendor must provide and use separate linen carts and linen bags for transporting and storing soiled and clean linens. Soiled and clean linen bags and linen carts must be clearly marked.
11. The clean linen must be delivered in covered carts.

12. Linen must be handled, stored and processed so that, (1) the spread of infection will be controlled, and (2) adequate linen will be available for the comfort and care of the patients at all times.
13. Soiled linen from the facility shall not be allowed to accumulate at the facility longer than (5) days.
14. Vendor shall work with the facility to establish an appropriate staging area to maintain soiled linen in well-ventilated areas, away from clean linen and storage areas according to state and local ordinances established for maintaining a clean and safe establishment.
15. Soiled linen must be handled in a manner to contain and minimize exposure to any waste products at the vendors facility. Vendor shall provided single soiled linen bags for facility to place soiled and contaminated linens if the original bag is contaminated or torn. Vendor shall work with the facility to maintain a clean and safe establishment.
16. Proper laundry formulas must be used in the washing of linens at a constant water temperature of at least 160 degrees Fahrenheit (or higher temperature, if necessary, to destroy bacteria).
17. Vendor must comply with all federal and state regulations regarding the provision of linen rental services. ***General Guidance for textile rentals can be found at the US Department of Health and Human Services website (DHHS publication No. (HRS- M-HF) 84-1) or at the Textile Rental Services Association of America's website (TRSA publication no. 71482).***
18. Soiled linen will be transported in a covered vehicle and not mixed with clean linen.
19. Transportation of clean linen will be as specified in state and federal regulations.
20. Vendor will supply all equipment and cleaning agents.
21. Vendor shall not allow employees with open sores to work with the facility's linens. Vendor will certify that employees working with the facility's linens are free from communicable disease or infectious disorders. If vendor's employees are exposed to tuberculosis or hepatitis or show symptoms thereof, they must be tested upon request of the facility.
22. Vendor's employees working with the facility's linens must wear a clean barrier such as an apron or smock between their personal clothing and the clean linens.



23. The vendor's employees must avoid contamination of linens through either poor personal hygiene or personal habits such as the use of tobacco.
24. Should the facility's reserve of linen drop below a three (3) day supply, at the facility's request the vendor will pick up soiled linen and deliver sufficient linens to restock at least a three (3) day supply within 48 hours.
25. The vendor shall invoice the facility monthly based upon the number of pieces actually delivered. The price shall include all the cost associated with the laundering of linen rentals, and their delivery.

**3.3. SUBCONTRACTS PROHIBITED:** The successful vendor will be responsible for all work performed under this contract. Vendor shall not enter into written subcontracts for performance of work under the contract without written permission of the agency.

**3.4. ADMINISTRATIVE AND OPERATIONAL REQUIREMENTS:** Vendor shall provide a project administrator and staff with appropriate experience.

- A. Vendor's project administrator shall report to the Director of Environmental Services of the facility or designee regarding all matters related to the Laundry/Linen services.
- B. Vendor shall have written procedures for handling, storing, processing, and transporting of linens and other laundry in such a manner as to prevent the spread of infection.
- C. The vendor should provide its written procedures for handling, storing, processing and transporting of linen and other laundered goods consistent with the requirements of this RFQ.

**COMPLIANCE WITH LAWS AND REGULATIONS:**

Vendor shall pay any sales, use and 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 vendor.

Vendor shall comply with all applicable laws, rules, and regulations including, but not limited to those related to hospital licensure, state and federal laws, and laws, rules and policies related to the Department of Health and Human Resources.

Vendor shall be responsible for compliance with all workplace safety requirements, including but not limited to, compliance with applicable OSHA Rules and Regulations and all other applicable environmental agency requirements for storage, labeling, handling, transporting and disposal of all items used in the performance of duties associated with laundry services. The vendor shall appropriately train its employees in the proper workplace safety requirements including the use and handling of toxic or hazardous chemicals and cleaning materials along with proper handling of all linen soiled or contaminated with infectious materials.

#### **TERMINATION OF THE CONTRACT:**

The Purchasing Director may terminate a contract resulting from this RFQ with a 30 day written notice anytime the vendor fails to carry out its responsibilities under the terms of this Contract. The Hospital Facility shall provide the vendor and the Purchasing Division with notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the department shall issue the vendor an order to stop all work immediately. The department shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

#### **CHANGES TO THE CONTRACT:**

The terms and conditions 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. Any contractual changes must be approved and a written Change Order issued by the Purchasing Division of the Department of Administration. Vendor shall not initiate any changes without the written approval of the Purchasing Division.

#### **INVOICES AND PAYMENTS:**

Vendor shall submit monthly invoices, in arrears, to Mildred Mitchell-Bateman Hospital for all services provided pursuant to the terms of the contract. Invoices will not be processed for payment until the monthly reports are received. State Law forbids payment of invoices prior to receipt of services.

NOTE: Vendor shall provide the following information:

- A. Vendor shall provide a Project Administrator and documentation to support their ability to maintain the continuity of the services required. Vendor shall include at least 3 references verifying their experience and ability to provide this volume of service at similar facilities.

- B. Vendor shall provide its written procedures for handling, storing, processing and transporting of linen and other laundered goods consistent with the requirement of this RFQ.

### COST SHEET

**VENDOR TO COMPLETE BELOW:**

LINEN SERVICES SHALL BE PROVIDED AT AN ALL INCLUSIVE RATE OF  
\$ \_\_\_\_\_ PER MONTH.

ADDITIONAL CHARGE FOR EMERGENCY PICK-UP AND DELIVERY, IF ANY  
\$ \_\_\_\_\_ PER INCIDENT.

REPLACEMENT COST PER PIECE (UNIT COST):

Item	UNIT COST
Blanket, Thermal, white 100 % Cotton, 66" x 90"	\$
Mop Head, wet cotton looped ends, 16 oz.	\$
Mop Head, wet cotton looped ends, 24 oz.	\$
Mop Head, dust 24" treated	\$
Mop Head, dust 36" treated	\$
Oven Mitts	\$
Pillow Case, white standard size, 55% cotton/45% polyester, 42" X 34"	\$
Pot Holders	\$
Sheet, Knitted, fitted, white 19 oz., 55% cotton, 45% polyester, 36" X 82"	\$
Sheet, Regular	\$
Towel Bar (utility), 100% cotton, 17" x 20"	\$
Towel, Bath, white, 100% cotton 20" x 40"	\$
Underpads, 50/50 T-180 safety blend bias bound, inner layer absorbent soaker fabric, bottom layer impervious barrier cloth	\$
Wash Cloth, white .75lb. 100% cotton, round corners, 12" x 12"	\$
3 Arm Hole Gown LG	\$
3 Arm Hold Gown XL	\$
Apron, Black	\$

GRAND TOTAL: \$ \_\_\_\_\_

AWARD WILL BE MADE TO THE LOWEST BID MEETING SPECIFICATIONS.

NOTE: The unit cost is for "replacement cost" only of items that are lost or destroyed while at the facility.

The facility is requesting a "lump sum" monthly fee to cover their needs. Vendor is to utilize Exhibit I to determine the average monthly needs. Some months the usage will be higher than estimate and some months will be lower than estimate. The facility census could go up or it could go down. The vendors need to take this into consideration and place their bid for a flat monthly fee accordingly. Whether the census goes up or down, the monthly cost remains the same for the full term of the contract.

The agency does need to allow for a replacement cost per item, as the kind of clientele at this facility negates things getting tossed, flushed, torn up, etc. Therefore, the facility will cover the cost of these type of items. The vendors monthly rental fee should include the cost of ordinary wear and tear of the items. The monthly rate bid shall cover the rental fee and their cost for replenishing their inventory on worn out items. The vendor will provide a cost for the replacement of lost or destroyed items at or by the facility.

**Exhibit 1  
 Laundry Related Services (BATEMAN SFY09) – Estimated  
 average monthly usage.**

Item	Annual Utilization	Monthly Average Utilization	"On Hand" Quantity
Blanket, Thermal, white 100 % Cotton, 66" x 90"	9,355	780	330
Mop Head, wet cotton looped ends, 16 oz.	150	13	5
Mop Head, wet cotton looped ends, 24 oz.	7,588	632	268
Mop Head, dust 24" treated	1,085	90	38
Mop Head, dust 36" treated	10	1	1
Oven Mitts	60	5	2
Pillow Case, white standard size, 55% cotton/45% polyester, 42" X 34"	15,900	1,325	561
Pot Holders	2,148	179	76
Sheet, Knitted, fitted, white 19 oz., 55% cotton, 45% polyester, 36" X 82"	11,900	992	420
Sheet, Regular	12,020	1,002	424
Towel Bar (utility), 100% cotton, 17" x 20"	4,536	378	160
Towel, Bath, white, 100% cotton 20" x 40"	64,675	5,390	2,280
Underpads, 50/50 T-180 safety blend bias bound, inner layer absorbent soaker fabric, bottom layer impervious barrier cloth	1,115	93	39
Wash Cloth, white .75lb. 100% cotton, round corners, 12" x 12"	46,900	3,908	1,654
3 Arm Hole Gown LG	1,288	107	45
3 Arm Hold Gown XL	883	74	31
Apron, Black	3,393	283	120

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, 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. 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/noticeConfidentiality.pdf>.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a 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; or,
2. Application is made for 2.5% resident vendor 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,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_
Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.