



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
01/07/2010				

BID OPENING DATE: 01/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	12	MN		983-77		
ADDENDUM NO. 5 TO CHANGE THE BID OPENING DATE FROM 1/7/2010 TO 1/19/2010 PER THE ATTACHED						
HOSPITAL LINEN RENTAL SERVICES						
***** THIS IS THE END OF RFQ MMB10044 ***** TOTAL: _____						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W. Va. C.S.R. §148-1-6.6).

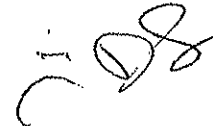
FILED
Will IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

THE WEST VIRGINIA ASSOCIATION OF
REHABILITATION FACILITIES, INC. and

2010 JAN -6 PM 3:42

JANET L. BOWEN CLERK
KANAWHA COUNTY CIRCUIT COURT

THE HANCOCK COUNTY SHELTERED
WORKSHOP, INC.



Petitioners,

v.

Civil Action No. 10-C-6

DAVID TINCHER, in his official capacity
as Director of the West Virginia Purchasing
Division of the West Virginia Department
of Administration,

Respondent.

ORDER GRANTING TEMPORARY RESTRAINING ORDER

On January 4, 2010, the Petitioners filed a motion for the issuance of an order temporarily restraining the Respondent from receiving bids or quotations on the request for quotation number MMD 10044 for hospital linen rental services for the Mildred Mitchell-Bateman Hospital in Huntington, Cabell County, West Virginia

Petitioners are the contractor and subcontractor, respectively, under a contract to provide hospital linen services to the hospitals owned and operated by the West Virginia Department of Health and Human Resources under the State Use Program established in West Virginia Code §5A-3A-1 et seq. The Petitioners' current contract includes providing hospital linen rental services to the Mildred Mitchell-Bateman Hospital.

The Respondent has issued a request for quotation for hospital linen rentals services for the Mildred Mitchell-Bateman Hospital in Huntington, Cabell County, West Virginia, responses to which are due on January 7, 2010 at 1:00 PM.

The Petitioners have alleged that the Respondent is exceeding his authority by issuing the request for quotation and seek a temporary restraining order to prevent the opening of the bids or the award of a contract pursuant to the bids until this matter can be heard in full.

In balancing the likelihood of irreparable harm to Petitioners if the temporary restraining orders is refused against the likelihood of irreparable harm to the Respondent if it is granted, the Court finds that the Petitioners may suffer irreparable harm if the temporary restraining order is refused while the Respondent, the Hospital, and the West Virginia Department of Health and Human Resources, are unlikely to suffer any harm.

The Court further concludes that the petitioners have alleged a credible claim that the Respondent is exceeding his authority in placing the hospital linen rental services contract, which has previously been reserved to the State Use Program, out to the commercial competitive bid and have a reasonable likelihood of ultimately prevailing in this action.

The Court further concludes that the West Virginia legislature has expressed public policy of the state of West Virginia in favor of the set-aside of various state contracts for workshops employing the blind and severely handicapped. Accordingly, for

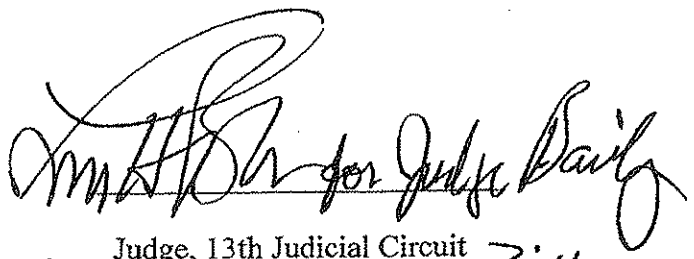
purposes of the preservation of the status quo until this matter can be heard on its merits, the Court concludes that the public interests of the state of West Virginia are best served by the issuance of a temporary restraining order.

Therefore, it is,

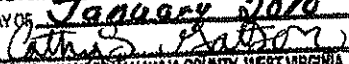
ORDERED that

- a) The Respondent refrain from opening or otherwise considering any bids previously solicited by the request for quotation number MMD10044 for hospital linen rental services for the Mildred Mitchell-Bateman Hospital in Huntington, Cabell County, West Virginia for a period not to exceed 10 days from the time and date of the entry of this order;
- b) This matter be set for hearing on the 15th day of January, 2010 at 8: 30 o'clock, am for the purpose of hearing the Petitioners' motion for preliminary injunction in this matter; and
- c) The Petitioners give security in the sum of \$ 10⁰⁰ for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained
- d) This matter is continued until the the 15th day of January, 2010 at 8:30 o'clock, am for the purpose of hearing the Petitioners' motion for preliminary injunction in this matter

ENTER:


Judge, 13th Judicial Circuit

3:40 PM
Jan 6, 2010

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, SS
I, CATHY S. GATSON, CLERK OF CIRCUIT COURT OF SAID COUNTY
AND IN SAID STATE, DO HEREBY CERTIFY THAT THE FOREGOING
IS A TRUE COPY FROM THE RECORDS OF SAID COURT.
GIVEN UNDER MY HAND AND SEAL OF SAID COURT THIS 6th
DAY OF January 2010
 CLERK
CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA
