



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 |
| LAUNDRY11  |

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| PAGE |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| BUYER 42                                |
| 304-558-8802                            |

RFQ COPY  
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VENDOR

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 08/25/2011   |               |          |        |               |

BID OPENING DATE: 09/22/2011 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER   | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|---|------------|--------|
|      |          |     |          | A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE LAUNDRY MATERIALS, DISPENSING EQUIPMENT AND TECHNICAL SERVICES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.<br><br>INQUIRIES:<br>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH THE CLOSE OF BUSINESS ON 09/06/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER AND EMAIL. IN ORDER TO ASSURE THAT NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED.<br>ADDRESS INQUIRIES TO:<br><br>GUY NISBET<br>DEPARTMENT OF ADMINISTRATION<br>PURCHASING DIVISION<br>2019 WASHINGTON STREET EAST<br>CHARLESTON, WV 25305<br>FAX: 304.558.4115<br>EMAIL: GUY.L.NISBET@WV.GOV |            |        |
| C001 | 1        | EA  |          | 505-33  |            |        |
|      |          |     |          | DETERGENTS, SPECIAL FORMULA (LAUNDRY)<br><br>EXHIBIT 3<br><br>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON 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   |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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](http://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.

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**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).



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 Department of Administration  
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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| BUYER 42                                |
| 304-558-8802                            |

RFQ COPY  
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VENDOR

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

SHIP TO

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 08/25/2011   |               |          |        |               |

BID OPENING DATE: 09/22/2011 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| <p>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> <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</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| <p>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> <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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| <p>TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</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 style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:<br/> <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION<br/>       PURCHASING DIVISION<br/>       BUILDING 15<br/>       2019 WASHINGTON STREET, EAST<br/>       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> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| BUYER 42<br>804-558-8802                |

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ALL STATE AGENCIES  
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| BUYER:   |          |     |          |             | FILE 42    |        |
| RFQ. NO.:  |          |     |          |             | LAUNDRY11  |        |
| BID OPENING DATE:  |          |     |          |             | 09/22/2011 |        |
| BID OPENING TIME:  |          |     |          |             | 1:30PM     |        |
| 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 LAUNDRY11 ***** TOTAL: _____                              |          |     |          |             |            |        |

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## LAUNDRY11 – Specifications, Conditions and Requirements

The terms **shall**, **must** and **will** indicate a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a Vendors proposal. The term **should** indicates a recommendation but is not mandatory.

### Mandatory Requirements of Contractor

1. Contractor shall have a minimum of one year experience in the production of commercial laundry materials for use in health care facilities.
2. Contractor shall employ a nationally certified laundry technician as per the Association of Institutional Linen Management to perform the technical services of the contract.
3. Contractor must have successful experience in reducing energy consumption with the usage of low temperature detergents.
4. Contractor shall provide laboratory services for the testing of linens.
5. Contractor shall provide a detailed description of the inspection services performed by the laundry technician.

### General Conditions

1. Only commercial products that have been used for a minimum of five years shall be considered.
2. All delivered materials must be clearly labeled; all materials shall be packaged in suitable storage containers to protect against high humidity. Powdered materials shall be a homogenous solution and shall not gel or settle out during storage.
3. All materials shall be packaged in suitable storage containers to protect against high humidity.
4. The vendor shall maintain both the liquid and solid dispensing equipment. Upon completion of the contract, the dispensing equipment shall remain on the facility site until the succeeding vendor assumes the supply for the facility.
5. Should the products fail to achieve a consistently high performance level at the usage cost as bid, the contractor shall remove all unused material from the state facilities and refund the original cost of material to the facility.

## LAUNDRY11 – Specifications, Conditions and Requirements

6. All prices shall be quoted as F.O.B. shipping destination. The minimum order for prepaid shipping to one, in-state destination shall be \$200.00 for orders less than \$200.00 the vendor may add actual transpiration costs (prepaid) to the invoice as a separate item. The spending units may purchase less than contract minimum from another source pursuant to procedures prescribed by the Purchasing Division.
7. It is preferred that deliveries be made within 10 days after receipt of order (ARO). Deliveries longer than 14 days shall be considered unsatisfactory. Bids which specify a shipping date of over 14 days ARO may be disqualified.
8. Contractor is required to identify the nationally certified laundry technician(s) on the attached information sheet.

### Responsibilities of the Laundry Technician

The Nationally Certified Laundry Technician is required to provide the following services:

1. Laundry technician will (a) instruct laundry personnel in the correct application of laundry materials; (b) develop wash formula to achieve cleanliness of linen at the least material cost; (c) demonstrate energy cost savings of low temperature laundry products; (d) conduct the regular inspections of the washrooms; and (e) submit written reports to the facility after each inspection.
2. At least once per month, the laundry technician shall inspect each participating facility. During the inspections, the laundry technician shall test the wash formula concentrations (titration test and ph levels), water temperature and levels, identify energy savings if available, and report any equipment deficiencies to the laundry supervisor and to the Purchasing Division of the Department of Administration.
3. Laundry technician shall survey the facilities laundry materials requirements and develop wash formulas capable of providing high levels of cleanliness. Formula shall identify the amount of product and the parts per million of the product in the wash wheel, water level and temperature, and length of the wash cycles in minutes.



## LAUNDRY11 – Specifications, Conditions and Requirements

4. In addition, when requested and within twenty-four hours of such request, the technician shall make service calls to handle problems requiring attention and correction.

### Special conditions:

Some of the participating facilities are correctional institutions. For the safety of the technician and security of the institution, the following measures are required:

1. The technician shall be required to obtain a proper identification card before entering the work area. The facility shall furnish the ID.
2. All persons, vehicles, food containers, toolboxes, etc. are subject to search before entering the premises.
3. Technicians or other employees of vendor shall not be permitted to have any dealings or agreements of any kind with inmate personnel.
4. Certain items, which will be detailed by each facility, i.e., alcoholic beverages, firearms, certain knives, etc. are strictly prohibited. If any of these items are found in the possession of any technician, he/she will be immediately ejected from the premises, or held for arrest, and any such contraband items seized.
5. Extraordinary precautions must be observed to secure all tools and prevent them from falling into the hands of inmate personnel.
6. Technicians shall be restricted to only those areas where it is necessary for the performance of the work and are not permitted in any other locations without prior consent from the warden or his representative.

Correctional facilities desire a system of material delivery that eliminates or greatly minimizes inmate contact and access to laundry cleaning materials. A system of solid materials and compatible delivery system is desired.

### Solid Delivery System Minimum Specifications

1. A minimum of three products must be dispensed directly from their shipping cartons.
2. One dispenser must serve a minimum of two machines with a single hose to each machine, unless the facility otherwise directs.

## LAUNDRY11 – Specifications, Conditions and Requirements

3. Must have computer controlled dispensing with a minimum of 16 customized formulations capability.
4. System must be capable of producing a productivity report and current dispensing data.
5. Must have an automatic “out of product” alarm, alerting operators to replace materials when needed.
6. Dispensing cabinet totally enclosed with a tamper resistant lock.
7. System must operate on 120 V/AC and an approved vacuum breaker.

Contractor's products shall provide consistent high quality performance in the cleaning of linen within the usage costs as bid. Failure to provide consistent high quality cleaning of linen will result in cancellation of all items on this contract.

### Evaluation of Bids

Contractor must provide a manufacturer's recommended usage rate/cost per 100 lbs of medium to heavy soiled linen; this will be used for evaluation. Bids may not be evaluated without the manufacturer's publication verifying the usage rate. Contractor shall complete the requested information for each item listed on the pricing page and must be specific on all responses.

### Reporting Requirements

Successful vendor shall be required to submit quarterly reports by the 30<sup>th</sup> of the following month on sales volume (by agency and by contract product) during the life of the contract. It is preferred that this report be an excel document and sent via email to

[Kelli.A.Winebrenner@wv.gov](mailto:Kelli.A.Winebrenner@wv.gov)

If email reports are not possible, written reports must be mailed to:

Statewide Contracts Buyer  
Purchasing Division  
P. O. Box 50130  
2019 Washington Street, East  
Charleston, WV 25305

## LAUNDRY11 PRODUCT SPECIFICATIONS

### ITEM 1: Built Synthetic Detergent, all purpose

Product must be a general purpose detergent for use in domestic type washing machines.

**Must meet the following:**

|  |                                     |
|--|-------------------------------------|
| Active Alkalinity as Na <sub>2</sub> O                   | Min. 45%                            |
| Contains   | Fluorescent Brighteners             |
| Solution pH  | (0.5% Aqueous at 75 Degrees F) 11.0 |
| Contains   | Anionic and Nonionic Surfactant     |
| Total active agent                                       | (Detergents) Min. 9%                |
| Total Phosphate content as P <sub>2</sub> O <sub>5</sub> | Max. 3.0%                           |
| Sodium Carbonate   | Positive                            |
| Sodium Carboxymethyl Cellulose                           | Min. 1.0%                           |
| Shelf life   | One year                            |
| Must be equal to   | Empire 74278                        |

### ITEM 2: Laundry Detergent. Low Temperature

Product must be a concentrated non-ionic surfactant with Optical Brighteners.

**Must meet the following:**

|  |                    |
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| Total Alkalinity as Na <sub>2</sub> O                  | Max 5%             |
| Carboxymethyl cellulose                                | Positive           |
| Optical Brighteners                                    | Positive           |
| Nonionic Detergent                                     | Min. 7.5%          |
| Combined Detergent                                     | Min. 9.5%          |
| Silicate Content (as SiO <sub>2</sub> )                | Max 5%             |
| Phosphorus Content (as P <sub>2</sub> O <sub>5</sub> ) | Min. 3.2% Max 8.7% |
| Effective Temperature Range                            | 120° – 190° F      |
| Shelf life   | Two years.         |
| Must be equal to:                                      | Impax 74369        |

### ITEM 3: Low Temperature Bleach

Product must be concentrated powdered chlorine suitable for low temperature wash.

**Must meet the following:**

|                             |               |
|-----------------------------|---------------|
| Chlorine Available          | Min. 11.5%    |
| Neutral Inorganic Salts     | Max. 82%      |
| Effective Temperature Range | 120° – 190° F |
| Shelf life                  | 120 days      |
| Must be equal to            | CLOREZE 73200 |

## LAUNDRY11 PRODUCT SPECIFICATIONS

### ITEM 4: High Temperature Detergent

Product must be a highly concentrated non-ionic surfactant with optical brighteners.

**Must meet the following:**

|  |                               |
|--|-------------------------------|
| Alkalinity as Na <sub>2</sub> O                    | Min. 43.0%                    |
| Nonionic & Anionic Detergents                      | Min. 9.0%                     |
| Ph of  | .5% Solution at 75° is 11.8   |
| Must   | Fluoresce under U.V. Light    |
| Phosphate Content As P <sub>2</sub> O <sub>5</sub> | Min. 2%                       |
| Carboxymethyl cellulose                            | Positive                      |
| Shelf life   | One year                      |
| Must be equal to                                   | Universal Detergent 74377 996 |

### ITEM 5: Bleach, Chlorine, High Temperature

Product must be highly concentrated powdered Chlorine.

**Must meet the following:**

|                      |                                     |
|----------------------|-------------------------------------|
| Available Chlorine   | Min. 11.5%                          |
| Phosphorus Compounds | None Present                        |
| Inorganic Salts      | 8.7% Max. Devoid of Sodium Chloride |
| Shelf Life           | 120 days                            |
| Must be equal to     | Kin-Klor 70318                      |

### ITEM 6: Laundry Souring with Bluing

Product must be a high neutralizing sour.

**Must meet the following:**

|                   |                  |
|-------------------|------------------|
| Active Acidity of | 97% Min.         |
| Odor              | Not offensive    |
| Shelf life        | Two years        |
| Must be equal to  | ECONO-SOUR 71209 |

### ITEM 7: Fabric Softener, Powdered

Product must be a highly concentrated liquid or powdered fabric softener and must exhaust itself completely on fabric in warm and cool water.

**Must meet the following:**

|                     |                   |
|---------------------|-------------------|
| Quaternary Ammonium | Min. 7%           |
| Odor                | Pleasant Scent    |
| Shelf life          | Two years         |
| Must be equal to    | Tex Special 70086 |

**LAUNDRY11  
PRODUCT SPECIFICATIONS**

**ITEM 8:** Water Conditioner, Powdered

Product must be a concentrated water conditioning agent.

**Must meet the following:**

|  |  |
|--|--|
| Total Alkalinity as Na <sub>2</sub> O                    | Min. 16.5% - 5% Max                      |
| Total Phosphate content as P <sub>2</sub> O <sub>5</sub> | Max 2%                                   |
| pH of  | .1% Solution as 25 <sup>0</sup> C is 9.6 |
| Shelf life   | Two years                                |
| Must be equal to   | Pennseq Conditioner 71420                |

**ITEM 9:** Liquid Laundry Detergent, Low Temperature.

Product must be a concentrated anionic and nonionic detergent with optical brighteners.

**Must meet the following:**

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Total Active Agent Content            | Min. 24%                              |
| Effective Temperature Range           | 120 <sup>0</sup> – 190 <sup>0</sup> F |
| pH of Product                         | 9.0 – 11.2                            |
| Specific Gravity at 25 <sup>0</sup> C | 1.0 – 1.04                            |
| Contains no                           | Aromatic or aliphatic Solvent         |
| Must                                  | Fluoresce under U.V. Light            |
| Shelf life                            | Two years                             |
| Must be equal to                      | Turbo Drive 76302                     |

**ITEM 10:** Liquid Laundry Alkali, Low Temperature

Product must be a concentrated alkaline builder.

**Must meet the following:**

|  |                                       |
|--|---------------------------------------|
| Total Alkalinity as NA <sub>2</sub> O    | Min. 15%                              |
| pH of 0.5% Solution at 80 <sup>0</sup> F | 12.0 – 13                             |
| Effective Temperature Range              | 120 <sup>0</sup> – 190 <sup>0</sup> F |
| Specific Gravity at 25 <sup>0</sup> C    | 1.260 to 1.270                        |
| Silicate Test                            | Positive                              |
| Shelf life                               | One year                              |
| Must be equal to                         | Turbo Power 76291                     |

**LAUNDRY11  
PRODUCT SPECIFICATIONS**

**ITEM 11:** Liquid Bleach, Low Temperature

Product must be concentrated liquid chlorine suitable for low temperature usage.

**Must meet the following:**

|                             |                         |
|-----------------------------|-------------------------|
| Chlorine by weight          | Min. 10.0%              |
| Odor                        | Chlorine                |
| Iron                        | (as FE) 0.2 PPM Maximum |
| Effective Temperature Range | 120° – 190° F           |
| Shelf life                  | 90 days                 |
| Must be equal to            | Liquid Hi-Chlor 71043   |

**ITEM 12:** Liquid Laundry Detergent, High Temperature

Product must be a highly concentrated non-ionic detergent with optical brighteners.

**Must meet the following:**

|                             |                            |
|-----------------------------|----------------------------|
| Total Active Agents         | Min. 18%                   |
| pH of product               | Min. 12.0                  |
| Effective Temperature Range | 120° – 190° F              |
| Must                        | Fluoresce under U.V. Light |
| Specific Gravity of         | 1.0 to 1.02 at 77° F       |
| Shelf life                  | Two years                  |
| Must be equal to            | Turbo Lifter 7629          |

**ITEM 13:** Liquid Laundry Alkali, High Temperature

Product must be a highly concentrated alkaline Builder.

**Must meet the following:**

|                             |                       |
|-----------------------------|-----------------------|
| Total Alkalinity as $NA_2O$ | 20.2 – 21.0           |
| Chelating Agency            | Positive              |
| Specific Gravity at 25° C   | 1.290 to 1.31         |
| Shelf life                  | One year              |
| Must be equal to            | Turbo Charge II 74101 |

**ITEM 14:** Liquid Sour

Product must be a concentrated acid for use as a neutralizing agent.

**Must meet the following:**

|                  |                        |
|------------------|------------------------|
| Total Acidity of | 10.0% calculated as HF |
| pH of Product    | 1% solution            |
| Shelf life       | Two years              |
| Must be equal to | Turbolizer 76306       |

**LAUNDRY11  
PRODUCT SPECIFICATIONS**

**ITEM 15:** Fabric Softener

Product must be a highly concentrated fabric softener.

**Must meet the following:**

|                  |                  |
|------------------|------------------|
| Active Agent     | Min. 12.0% wt    |
| pH of Product    | 5.0 – 8.0        |
| Shelf Life       | Two years        |
| Must be equal to | Lemon Soft 75085 |

**ITEM 16:** Concentrated Solid Detergent

**Must meet the following:**

|  |                                  |
|--|----------------------------------|
| Active Alkalinity as Na <sub>2</sub> O                       | Min. 35%                         |
| Contains Phosphates content as P <sub>2</sub> O <sub>5</sub> | Max. 3%                          |
| Sodium Hydroxide   | Min. 45%                         |
| Detergents   | Min. 15%                         |
| Contains   | Anionic and nonionic surfactants |
| Contains   | Optical Brighteners              |
| Contains   | Anti-redeposition agents         |
| Shelf life   | Min. One year                    |
| Must be equal to   | Solid Surge Plus 13102           |

**ITEM 17:** Concentrated Solid Destainer

Product must maintain its bleaching power throughout the whole capsule.

**Must meet the following:**

|                                       |                         |
|---------------------------------------|-------------------------|
| Sodium dichloroisocyanurate dihydrate | Min. 40%                |
| Shelf life                            | Min. one year           |
| Must be equal to                      | Solid Stain-A-Way 17103 |

**ITEM 18:** Solid Fabric Softener

**Must meet the following:**

|                                  |                          |
|----------------------------------|--------------------------|
| Quaternary Ammonium              | Min 12%                  |
| Sodium Bisulfate/Acidic Material | Min. 5%                  |
| Shelf life                       | Min. One year            |
| Must be equal to                 | Solid Soft Plus NF 16875 |

**LAUNDRY11  
PRODUCT SPECIFICATIONS**

**ITEM 19: De-Limer****Must meet the following:**

|                          |   |
|--------------------------|---|
| Flash Point              | >100°C                                  |
| Contains                 | 28% Phosphoric Acid                     |
| Contains                 | 5% – 20% Citric Acid                    |
| Safe Storage Temperature | <50°C                                   |
| pH of Product            | 1 (100%)                                |
| Specific Gravity         | 1.205 (Water = 1)                       |
| Solubility               | Easily soluble in cold water, hot water |
|                          |   |

**ITEM 20: Laundry Detergent, Heavy Duty****Must meet the following:**

|                            |   |
|----------------------------|---|
| Contains                   | 35% Triphosphoric Acid, Pentasodium Salt  |
| Contains                   | 20% - 50% poly (oxy-1, 2-ethanediyl),<br>.alpha.-(nonylphenyl)-.omega.-hydroxy-<br>sodium carbonate |
| Contains                   | 20% - 50% Sodium Carbonate  |
| Flash Point                | >100°C  |
| pH of Product              | 10.7 to 11.7 [Conc. (%w/w): 1%]   |
| Boiling/condensation point | >100°C (>212°F)   |
| Solubility                 | Soluble in hot water. Partially soluble in<br>cold water.   |
| Odor                       | Fragrance-like  |
| Safe Storage Temperature   | <50°C   |

**ITEM 21: Liquid Laundry Detergent**

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Contains                              | 1 – 5% Ethyl alcohol/ethanol          |
| Contains                              | 1 – 5% Sodium Borate/Borax            |
| Contains                              | 0.5 – 1.5% 2-Amioethanol/ethanolamine |
| Flash Point                           | 140°F                                 |
| Boiling Point                         | 205 -- 207°F                          |
| Specific Gravity (H <sub>2</sub> O=1) | 1.060 to 1.080                        |
| Vapor Pressure (mm Hg)                | <29.4                                 |
| Percent Volatile by Volume (%)        | 60.99% -- 61.66%                      |
| Solubility in Water                   | Completely Soluble                    |
| pH (10% solution)                     | 8.1 to 8.5                            |



**LAUNDRY11  
PRODUCT SPECIFICATIONS**

**ITEM 22:** Fabric Softener Dryer Sheets

|                              |   |
|------------------------------|---|
| Suitable Extinguishing Media | CO <sub>2</sub> , water or dry chemical may be used |
| Health Risk                  | Slight  |
| Flammability                 | Slight  |
| Reactivity                   | Not Significant                                     |

**ITEM 23:** Liquid Fabric Softener Finished Product

|                              |   |
|------------------------------|---|
| Contains                     | 1 – 5% Ethanol                          |
| Flash Point                  | >82.7°C/>181°F                          |
| Suitable Extinguishing Media | CO <sub>2</sub> , Water or dry chemical |
| Boiling Point                | 84.4°C -- 90°C/184°F -- 194°F           |
| pH (1% solution)             | 2.8 – 3.2                               |

## LAUNDRY11 Information Page

Contractor is required to identify the Nationally Certified Laundry Technician(s):

|                    |  |                    |  |
|--------------------|--|--------------------|--|
| <b>Name:</b>       |  | <b>Name</b>        |  |
| <b>Address:</b>    |  | <b>Address:</b>    |  |
| <b>Telephone #</b> |  | <b>Telephone #</b> |  |

Complete the information below on the Contract Coordinator:

|                       |  |
|-----------------------|--|
| <b>Name:</b>          |  |
| <b>Phone Number</b>   |  |
| <b>Fax Number:</b>    |  |
| <b>Email Address:</b> |  |

References:

|                      |  |
|----------------------|--|
| <b>Company Name:</b> |  |
| <b>Contact Name</b>  |  |
| <b>Phone Number:</b> |  |

Vendor should provide information below documenting experience and ability to meet the requirements of the contract.

LAUNDRY11 RFQ Pricing Page

8/23/2011

| Item # | Product / Description                                     | Brand or Equal   | Estimated Loads (100 lbs ea) | Brand Bid | * Usage (ounces)/C WT* | Cost Per Usage1/CW T | Pkg Size | Price | Total |
|--------|---|--|------------------------------|-----------|------------------------|----------------------|----------|-------|-------|
| 1      | Built synthetic Detergent, all Purpose                    | Empire (or equal)  | 125,000                      |           |                        |                      |          |       |       |
| 2      | Laundry Detergent, Low Temperature                        | Impax (or equal)   | 75,000                       |           |                        |                      |          |       |       |
| 3      | Low Temperature Detergent                                 | Coloreze (or equal)  | 50,000                       |           |                        |                      |          |       |       |
| 4      | High Temperature Detergent                                | Universal Detergent (or equal)   | 60,000                       |           |                        |                      |          |       |       |
| 5      | Bleach, Chlorine, High Temperature                        | Kinklor (or equal)   | 65,000                       |           |                        |                      |          |       |       |
| 6      | Laundry Sour With Bluing                                  | Econo Sour (or equal)  | 75,000                       |           |                        |                      |          |       |       |
| 7      | Fabric Softener, Powdered                                 | Tex Special (or equal)   | 60,000                       |           |                        |                      |          |       |       |
| 8      | Water Conditioner, Powdered                               | Pennsq Conditioner (or equal)  | 125,000                      |           |                        |                      |          |       |       |
| 9      | Liquid Laundry Detergent, Low Temperature                 | Turbo Drive (or equal)   | 35,000                       |           |                        |                      |          |       |       |
| 10     | Liquid Laundry Alkali - Low Temperature                   | Turbo Power (or equal)   | 45,000                       |           |                        |                      |          |       |       |
| 11     | Liquid Bleach, Low Temperature                            | Liquid Hi-Chlor (or equal)   | 35,000                       |           |                        |                      |          |       |       |
| 12     | Liquid Laundry Detergent, High Temperature                | Turbo Lifter (or equal)  | 70,000                       |           |                        |                      |          |       |       |
| 13     | Liquid Laundry Alkali, High Temperature                   | Turbo Charge II (or equal)   | 30,000                       |           |                        |                      |          |       |       |
| 14     | Liquid Sour   | Turbolizer (or equal)  | 30,000                       |           |                        |                      |          |       |       |
| 15     | Fabric Softener   | Lemon Soft (or equal)  | 75,000                       |           |                        |                      |          |       |       |
| 16     | Concentrated Solid Detergent                              | Solid Surge Plus (or equal)<br>Solid Stain-A-Way and Eco-Star Destainer (or equal) | 75,000                       |           |                        |                      |          |       |       |
| 17     | Concentrated Solid De-Stainer                             | Solid Soft Plus NF (or equal)  | 25,000                       |           |                        |                      |          |       |       |
| 18     | Solid Fabric Softener                                     | Clinging Lime Away (or equal)  | 25,000                       |           |                        |                      |          |       |       |
| 19     | Delimer   | Solid Super Star (or equal)  | 10,000                       |           |                        |                      |          |       |       |
| 20     | Laundry Detergent, Heavy Duty                             | Solid Super Star (or equal)  | 5,000                        |           |                        |                      |          |       |       |
| 21     | Liquid Laundry Detergent, all Purpose, Residential size   | Tide (or equal)  | 1,000                        |           |                        |                      |          |       |       |
| 22     | Fabric Softener Dryer Sheets, Residential size            | Bounce (or equal)  | 1,000                        |           |                        |                      |          |       |       |
| 23     | Liquid Fabric Softener Finished Product, Residential size | Ultra Downy Concentrated (or equal)  | 1,000                        |           |                        |                      |          |       |       |

TOTAL:

\* Cost to process 100 lbs. of medium to heavily soiled linen. Bidder must attach manufacturer's information substantiating cost shown.

LAUNDRY11 RFQ Pricing Page

Vendor Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Vendor Address: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
e-mail: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Representatives position: \_\_\_\_\_ Signature: \_\_\_\_\_

LAUNDRY11  
Customer List

|    | Customer                            | Location              |
|----|-------------------------------------|-----------------------|
| 1  | ANTHONY CORRECTIONAL CTR            | WHITE SULPHUR SPRINGS |
| 2  | BLACKWATER LODGE RESORT             | DAVIS, WV.            |
| 3  | CACAPON LODGE & RESORT              | BERKELEY SPRINGS,WV.  |
| 4  | DAVIS & ELKINS COLLEGE ATHL         | ELKINS, WV.           |
| 5  | DONALD R KUHN JUVENILE CENTER       | JULIAN, WV.           |
| 6  | EASTERN REGIONAL JAIL               | MARTINSBURG, WV.      |
| 7  | GENE SPADARO JUVENILE               | MOUNT HOPE, WV.       |
| 8  | HOPEMONT STATE HOSPITAL             | TERRA ALTA, WV.       |
| 9  | HUTTONSVILLE COR CTR                | HUTTONSVILLE, WV.     |
| 10 | JM CHICK BUCK BEE JUV CNTR          | AUGUSTA, WV.          |
| 11 | JOHN MANSION SR HLTHCR CNTR         | FAIRMONT, WV.         |
| 12 | KEYSER PRIMARY & MIDDLE SCHOOL      | KEYSER, WV.           |
| 13 | LAKIN CORRECTIONAL CENTER           | WEST COLUMBIA, WV.    |
| 14 | LAKIN STATE HOSPITAL                | WEST COLUMBIA, WV.    |
| 15 | LORRIE YEAGER JUVENILE CENTE        | PARKERSBURG, WV.      |
| 16 | MARTINSBURG CORRECTIONAL            | MARTINSBURG, WV.      |
| 17 | MOUNTAIN SIDE CONFERENCE CENTER     | BETHANY, WV.          |
| 18 | NORTH CENTRAL REGIONAL JAIL         | GREENWOOD, WV.        |
| 19 | NORTHERN REGIONAL JAIL              | MOUNDSVILLE, WV.      |
| 20 | OHIO CORRECTIONAL FACILITY          | WHEELING, WV.         |
| 21 | PINECREST HOSPITAL                  | BECKLEY, WV.          |
| 22 | PIPESTEM RESORT STATE PARK          | PIPESTEM, WV.         |
| 23 | POTOMAC HIGHLAND REGIONAL JAIL      | AUGUSTA, WV.          |
| 24 | PRUNTYTOWN CORRECTIONAL CENTER      | GRAFTON, WV.          |
| 25 | ROBERT L SHELL JUVENILE CENTER      | BARBOURSVILLE, WV.    |
| 26 | RUBENSTEIN CENTER                   | DAVIS, WV.            |
| 27 | SAM PERDUE JUVENILE CENTER          | PRINCETON, WV.        |
| 28 | SOUTHWESTERN REGIONAL JAIL          | HOLDEN, WV.           |
| 29 | SPRING MILLS MIDDLE SCHOOL          | MARTINSBURG, WV.      |
| 30 | ST MARYS CORRECTIONAL CENTER        | SAINT MARYS, WV.      |
| 31 | STEVENS CORRECTIONAL FACILITY       | WELCH, WV.            |
| 32 | TIGER MORTON JUV CENTER             | DUNBAR, WV.           |
| 33 | TWIN FALLS STATE PARK               | MCGRAWS, WV.          |
| 34 | TYGART VALLEY REGIONAL JAIL         | BELINGTON, WV.        |
| 35 | VICKI DOUGLAS JUVENILE CENTER       | MARTINSBURG, WV.      |
| 36 | WELCH COMMUNITY HOSP                | WELCH, WV.            |
| 37 | WEST VIRGINIA REHAB CENTER          | INSTITUTE, WV.        |
| 38 | WEST VIRGINIA SCHOOLS               | ROMNEY, WV.           |
| 39 | WESTERN REGIONAL JAIL               | BARBOURSVILLE, WV.    |
| 40 | WV DIVISION OF HUMAN SERVICES       | ELKINS, WV.           |
| 41 | WV INDUSTRIAL HOME FOR YOUTH        | INDUSTRIAL, WV.       |
| 42 | WV REGIONAL JAIL SOUTH CENTRAL      | CHARLESTON, WV.       |
| 43 | WVU JACKSON MILLS CONFERENCE CENTER | WESTON, WV.           |

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.

RFQ No. \_\_\_\_\_

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.

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.

**WITNESS THE FOLLOWING SIGNATURE**

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_