

# Request for Quotation

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MICHAEL AUSTIN 304-558-2402

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From: Origin ID: LEXA (859) 266-7227 JACOB EDDY Galls - An Aramark Company 2680 Palumbo Drive

Lexington, KY 40509

DIVISION OF CORRECTIONS VARIOUS LOCALES AS INDICATED BY ORDER T 0

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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. 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).



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

## Request for

OH-P

CDR61449

ADDRESS:CORRESPONDENCE NO AMENTION OF MICHAEL AUSTIN 304-558-2402

DIVISION OF CORRECTIONS VARIOUS LOCALES AS INDICATED BY ORDER

RFO COPY TYPE NAME/ADDRESS HERE

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHTTERMS 04/01/2010 BID OPENING DATE: BID OPENING TIME 04/14/2010 01:30PM UOP ITEM NUMBER UNITABICE AMOUNT QUANTITY 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. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-SEE REVERSE SIDE FOR TERMS AND CONDITIONS 859-266-7227 ADDRESS CHANGES TO BE NOTED ABOVE



## Request for Quotation

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MICHAEL AUSTIN
304-558-2402

DIVISION OF CORRECTIONS
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BY ORDER

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MICHAEL AUSTIN 304-558-2402

DIVISION OF CORRECTIONS VARIOUS LOCALES AS INDICATED BY ORDER

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MICHAEL AUSTIN 304-558-2402

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MICHAEL AUSTIN 304-558-2402

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### PERFECTION UNIFORMS SPECIFICATIONS

Pride Through Performance<sup>TM</sup>

Performance Synthetic EclipseSerieS™ Class B Basic Short Sleeve Shirt - Style 2120, or equal

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Style: Perfection EclipseSeries™ Performance Synthetic Pique from Contempra Mills

Colors: Dark Navy (DN), Black (BK), Blue (BL), Red (RD), Silver Tan (ST), White (WH)

Fiber Content: 100% T359 Performance Polyester

Body Knit: Pique

Welt/Collar Knit: Rib Knit with raised parallel corded rib trim design.

Shall weigh no less than: 8 0z/square yard

Finish: Permanent hydrophilic/wickable finish with antimicrobial treatment for continuous odor control for the lifetime of this garment, by inhibiting the growth of bacteria, mold and mildew that cause stains and odors.

#### DESIGN

Shall feature the Perfection EGC System™ Design for enhanced comfort and mobility & to accommodate body armor. Short sleeve shirt style with full fashioned knit collar and 3-button placket front. 1-piece sleeve design and EGC side gussets for enhanced fit, comfort, and mobility. Collar and sleeve bands dyed to match the shirt fabric.

#### COLLAR

The shirt shall feature a 3" full fashioned rib knit collar with a parallel corded rib trim design for enhanced collar smoothness, to match the sleeve detail. The neck seam shall be covered with matching fabric.

#### FRONT

There shall be a 1 1/4" wide placket that measures 6 1/2" long. The left placket shall be backed with matching self fabric. The right placket shall be made of a double layer of self fabric. The placket shall be box stitched at the lower end and close with 3 matching melamine buttons. There is a 1/2" wide microphone loop at the bottom of the placket.

#### SLEEVES

The sleeve setting seam is finished with double needle topstitching for enhanced performance. The sleeves have a 1" band finish with a parallel corded rib trim design, to match the collar detail. A size Large finishes 9 3/4" long from the shoulder seam. Must have pencil pocket on the left sleeve 3 3/4" below sleeve setting seam, stitched in the center to accommodate two pencils.

#### SIDE GUSSETS

Perfection EGC System incorporates side gussets for enhanced fit, comfort and mobility. The gusset is a 1-piece self fabric piece that extends from the sleeve opening to the shirt hem. The graduated gusset measures 4" at each end and widens in the armhole area. The EGC Gusset seams are finished with double needle topstitching for enhanced performance.

#### BACK

The back of the shirt has a 3 1/2" deep circular facing.

#### BUTTONS

To be a 20-ligne melamine button to match the fabric color.

### PERFECTION UNIFORMS SPECIFICATIONS

Pride Through Performance<sup>TM</sup>

Performance Synthetic EclipseSeries™ Class B Basic Short Sleeve Shirt - Style 2120

#### STITCHING

The entire shirt is to be stitched with 100% polyester core/100% polyester wrap thread. All visible stitching must be 10-12 stitches per inch. Sleeve setting and gusset setting shall be done with an over edge and safety stitch and finished with double-needle topstitching.

#### SHIRT LABELING

The shirt shall be labeled Perfection EclipseSeries<sup>TM</sup>, with the following information: style number, size, fiber content, care instructions, RN number and country of origin

#### SIZES

The required sizes shall be from small to7x. Unisex shirts are available in alpha sizes.

#### COLORS

2120BK Black Light Blue 2120BL 2120DN Dark Navy 2120RD Red 2120ST Silver Tan 2120WH White

#### SAMPLE REQUIREMENT

Samples are required in all colors to be shipped to the following address: WV Division of Corrections 1409 Greenbrier Street Charleston, WV 25311 Attn: Bryan Arthur

#### WEAR TEST

The WV Division of Corrections reserves the right to wear test any and all samples received to determine compliance to the specifications listed above. The Division of Corrections is not responsible for any damages to the samples as a result of the wear test

#### Specifications

Left Chest Embroidery: Total # of stitches is 21,520 and size is 2.64 W x 3.46 H

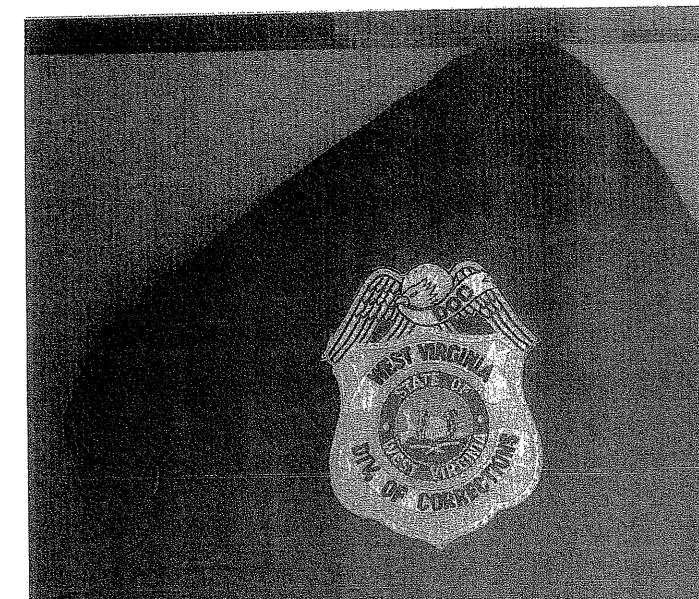
#### LBC6948A

Gold 1771, Black 1800, Sky Blue 1828, Hunter Green 1902, Gold 1771, Red 1747, Royal 1676, Brown 1659, White 1801, Gold 1771.

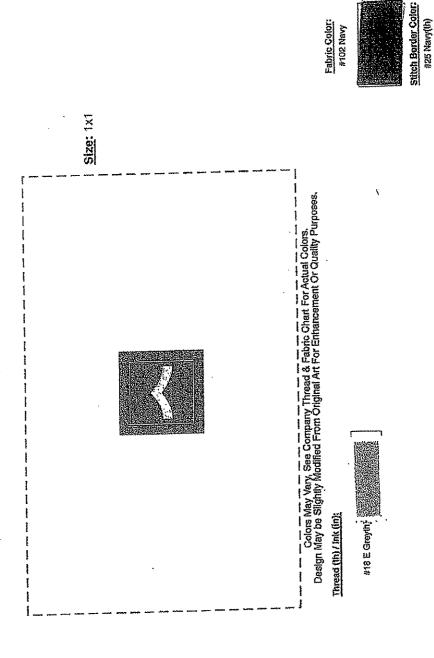
#### LBC6948B

Silver 1886, Black 1800, Sky Blue 1828, Hunter Green 1902, Gold 1771, Red 1747, Royal 1676, Brown 1659, White 1801, Silver 1886.

		Meets	Spec
	Enclosed are the minimum acceptable requirements that shall be bid:	<u>Yes</u>	<u>No</u>
		/	
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	Stitch Border Color #25 Dark Navy		
	Rank Color #18 E Grey Thread	/	
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	Fabric Color #102 Navy		
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~	Sergeant Rank, 1 x 1 inch size		
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	Stitch Border Color #25 Dark Navy		
	Rank Color #5363 Gold Thread		
5	Captain Rank, 1 x 1 inch size		<b>МОТИТЕТИТИТЕТИТИТЕТИТИТЕТИТ</b>
	Fabric Color #102 Navy		
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6	Major Rank, 1 x 1 inch size		
	Fabric Color #102 Navy		
	Stitch Border Color #25 Dark Navy		
	Rank Color #5363 Gold Thread		



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Fabric Color: Size: 1x1 Colors May Vary, See Company Thread & Fabric Chart For Actual Colors.
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#102 Navy

Stitch Border Color: #25 Navy(fh) ML-davit

Fabric Color: #102 Navy Size: 1x1 Colors May Vary, See Company Thread & Fabric Chart For Actual Colors.
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Fabric Color: #102 Navy Size: 1x1 Colors May Vary, See Company Thread & Fabric Charl For Actual Colors.
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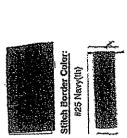
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Size: 1x1

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Design May be Slightly Modified From Original Art For Enhancement Or Quality Purposes.

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Fabric Color: #102 Navy

Size: 1x1 Colors May Vary, See Company Thread & Fabric Chart For Actual Colors.
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Fabric Color: #102 Navy Size: 1x1 Colors May Vary, See Company Thread & Fabito Charl For Actual Colors.
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#25 Dk Nevy(tt)

Fabric Color: Size: 1x1 thin green lines show change in thread direction and won't be stitched Colors May Vary, See Company Thread & Fabric Charl For Actual Colors.
Design May be Slightly Modified From Original Art For Enhancement Or Quality Purposes. #5363 Gold(in) Thread (th) / Ink (in):

#102 Navy



Sifteh Border Color: #25 Dk Navy(lh)



ML-dawi

C	DR61449 - Bid	Form	
Description	Estimated Order Qty.	Unit Price	Total
Insignia	500	\$ 2.00 91.	1000,00 pr.
Short Sleeve Polo Shirt w/ embroidered patch & insignia sewn as specified	3,000	\$ 5EE 5P10	FAOS HEET
Fallure to use this form may result in	n disqualification	Grand Total***	\$ SEE SPREADSHE
7 C 6	LS INC TO PALUMBO DE NOTON KY 40509	<b>L.</b>	
Phone#:	76.4242 × 2176	· · · · · · · · · · · · · · · · · · ·	
Email Address: EDO	y-Jacob @ Galls	,(en	
Tydiffe.	AME AS ABO		
Address:	······································		
Phone#:			
Email Address:	<i>'</i>		

СО

ITEM NUMBER	LBC NUMBER	SIZE	NUMBER	RANK	RID	PRICE
SH1244 DKNV	LBC6948B	SM-2X	INONE	NONE	\$	27.50
OTTIZAA DIGIYV	EDC03-40D	3X-4X	NONE	NONE	\$	31.50
		5X	NONE	NONE	\$	34.50
SH1244 DKNV	LBC6948B	SM-2X	CO2	PRIVATE	\$	27.50
SITIZ44 DIXIV	LDC0940D	3X-4X	CO2	PRIVATE	\$	31.50
			CO2		4	
CLI4244 DIANA	L DCC040D	5X		PRIVATE	\$	34.50
SH1244 DKNV	LBC6948B	SM-2X	CO3	CORPORAL	\$	27.50
		3X-4X	CO3	CORPORAL	\$	31.50
		5X	CO3	CORPORAL	\$	34.50
SH1244 DKNV	LBC6948B	SM-2X	CO4	SERGEANT	\$	27.50
		3X-4X	CO4	SERGEANT	\$	31.50
		5X	CO4	SERGEANT	\$	34.50
SH1244 DKNV	LBC6948A	SM-2X	NONE	NONE	\$	27.50
		3X-4X	NONE	NONE	\$	31.50
		5X	NONE	NONE	\$	34.50
SH1244 DKNV	LBC6948A	SM-2X	CO5	LIEUTENANT	\$	27.50
		3X-4X	CO5	LIEUTENANT	\$	31.50
		5X	CO5	LIEUTENANT	\$	34.50
SH1244 DKNV	LBC6948A	SM-2X	CO6	CAPTAIN	\$	27.50
		3X-4X	CO6	CAPTAIN	\$	31.50
		5X	CO6	CAPTAIN	\$	34.50
SH1244 DKNV	LBC6948A	SM-2X	CO7	MAJOR	\$	27.50
		3X-4X	CO7	MAJOR	\$	31.50
		5X	CO7	MAJOR	\$	34.50
SH1244 DKNV	LBC6948A	SM-2X	CO8	WARDEN	\$	27.50
		3X-4X	CO8	WARDEN	\$	31.50
		5X	CO8	WARDEN	\$	34.50



ACOR	CERTIFIC	CATE OF LIABIL	ITY INSU	<b>JRANCE</b>	Page 1 of 2		(MM/DD/YYYY) 14/2009			
PRODUCER	Willis of Pennsylvania Two Liberty Place	215-239-6800 , Inc.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMAT ONLY AND CONFERS NO RIGHTS UPON THE CERTIFIC HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND ALTER THE COVERAGE AFFORDED BY THE POLICIES BEL							
	50 S. 16th St., Ste 25 Philadelphia, PA 1910		INSURERS A	FFORDING COV	ERAGE		NAIC#			
INSURED	Galls An ARAMARK Compa	ny, LLC	INSURER A: ACE	American Insu	rance Company		22667-003			
	Div. of ARAMARK Unifor: 2680 Palumbo Drive (PO	m & Career Apparel, LLC	INSURER B: Ind	INSURER B: Indemnity Insurance Company of North Ame						
	Lexington, RY 40555-4		INSURER C:							
			INSURER D:							
	1		INSURER E:							
COVERAG	ES									
ANY REQU	THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIM	ITS				
	ENERAL LIABILITY	HD0G24932539	10/1/2009	10/1/2010	EACH OCCURRENCE	\$ 2	,000,000			

			Y HAVE BEEN REDUCED BY PAID CLA				
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER E	OLICY EFFECTIVE ATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMIT	S
A		GENERAL LIABILITY	HDOG24932539 1	LO/1/2009	10/1/2010	EACH OCCURRENCE	\$ 2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	\$Included
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$ 5,000
		X Liquor Law Liability				PERSONAL & ADV INJURY	\$ 2,000,000
		X Vendors Liability				GENERAL AGGREGATE	§None
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$None
		POLICY JECT LOC					
A		AUTOMOBILE LIABILITY	ISAH08579878 1	10/1/2009	10/1/2010	COMBINED SINGLE LIMIT	\$ 2.000,000
		X ANYAUTO				(Ea accident)	* 2,000,000
		ALL OWNED AUTOS				BODILY INJURY	\$
		SCHEDULED AUTOS				(Per person)	3
		HIRED AUTOS				BODILY INJURY	\$
		NON-OWNED AUTOS				(Per accident)	
		X Self-Insured for				PROPERTY DAMAGE	\$
<u></u>		X Auto Physical Damage				(Per accident)	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANYAUTO				OTHER THAN EA ACC AUTO ONLY:	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLALIABILITY				EACH OCCURRENCE	\$
		OCCUR CLAIMS MADE		,		AGGREGATE	\$
ĺ							\$
		DEDUCTIBLE					\$
<u> </u>		RETENTION \$				LWC CTATH LOTU	\$
A		RKERS COMPENSATION EMPLOYERS' LIABILITY Y/N	1	LO/1/2009	, ,	X WCSTATU- OTH- TORY LIMITS ER	
В	ANY	PROPRIETOR/PARTNER/EXECUTIVE [ ** ]	l i	LO/1/2009	10/1/2010	E.L. EACH ACCIDENT	\$ 2,000,000
A	(Man	CER/MEMBER EXCLUDED?	WI SCFC45699845 1	LO/1/2009	10/1/2010	E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
<u> </u>		s, describe under CIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	s 2,000,000
	ОТН	ER					ALÉ.
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L	<u> </u>			rianealal ppoviois	a luc		<u> </u>
DES	CRIPTI School	ts/completed operation	ES/EXCLUSIONS ADDED BY ENDORSEMENT ns and contractual liab	hility are	ns included u	nder General Lia	bility.
		, compressed operation					
-							
ļ						di Serial	3.
<u></u>		to a we that mem		CANCELLATI	ION		
CE	X I IF	ICATE HOLDER		T	***		
1				1		ED POLICIES BE CANCELLE?	

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED REFORE THE EXPIRATION
	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
*TO WHOM IT MAY CONCERN	REPRESENTATIVES.
Evidence of Coverage Current Year	AUTHORIZED REPRESENTATIVE

#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

### 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.

2141210111	4 191 (a) Jane 1 Car Service Control Carlo
[	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 of principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the business to 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,
	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,
	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,
	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,
	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.
requirer against or deduc	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authoriz the requ deemed	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and les the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid alired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate as during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
	GALLS, AN ARAMARK COMPANY LC

Title: VICE PRESIDENT

4/12/10

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

#### 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 aogregate.

"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: GALLS, AN ARAMARK	N ARAMARK COMPANY LLC  Date: 4/12/10		2/10
Authorized Signature:			
State of <u>CALIFORNIA</u>	· ·		
County of LOS ANCELES , to-wit			10
Taken, subscribed, and sworn to before me to	hisday of		, 20
My Commission expires	20 10.	_	· .
AFFIX SEAL HERE	NOTARY PUBLIC	Mullant	mond andso
	WILLIAM THOMAS CHIARO		

Notary Public - California Los Angeles County My Comm. Expires Oct 22, 2010