

Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Solicitation Response

| | Proc Folder : 635426 Solicitation Description : 0 Proc Type : Agency Contr | 5200130 - MAT RENTAL AND CLEANING SERVICE act - Fixed Amt | |
|-------------|--|--|---------|
| Date issued | Solicitation Closes | Solicitation Response | Version |
| | 2019-11-13 14:30:00 | SR 0803 ESR1106190000002838 | 1 |

| VENDOR | | | |
|--------------------------------|---------------------------|-------------------------|--|
| 00000100747 | | | |
| UNIFIRST CORPORATION | | | |
| | | | |
| Solicitation Number: ARFQ 0803 | DOT200000012 | | |
| Total Bid : \$43,856.80 | Response Date: 2019-11-06 | Response Time: 17:18:52 | |

Comments: N/A

| FOR INFORMATION CONTACT THE BUYER | | |
|---|------------|------|
| Tina L Lewis | | |
| (304) 558-9398 tina.l.lewis@wv.gov | | |
| | | |
| Signature on File F | EIN # | DATE |
| All offers subject to all terms and conditions contained in this so | licitation | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|--------------|---------------------------|--------------------|--------------|-------------|-----------------------------|
| 1 | 3X5 FLOOR MAT | | | | \$10,964.20 |
| Comm Code | Manufacturer | Specification | | Model # | |
| | Wallulactulei | Specification | | WOUEI # | |
| 91111500 | | | | | |
| | | | | | |
| Extended Dea | scription : BI-WEEKLY MAT | RENTAL AND CLEANIN | IG SERVICE I | FOR VARIOUS | LOCATIONS IN THE DISTRICT |

Comments: yearly cost for rental bi weekly

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|-------------|--------------------------|--------------------|------------|-------------|-----------------------------|
| 2 | 3X10 FLOOR MAT | | | | \$10,964.20 |
| Comm Code | Manufacturer | Specification | | Model # | |
| | Manufacturer | opeemeation | | model # | |
| 91111500 | | | | | |
| | | | | | |
| Extended De | scription : BI-WEEKLY MA | RENTAL AND CLEANIN | G SERVICE | FOR VARIOUS | LOCATIONS IN THE DISTRICT |
| | | | | | |
| | | | | | |
| | | | | | |
| | <u>-</u> | | | | |

Comments: yearly cost bi weekly rental same as above

| Line | Comm Ln Desc | Qty | Unit Issue Unit Price | Ln Total Or Contract Amount |
|--------------|-----------------------------|--------------------|-----------------------|-------------------------------|
| 3 | 4X6 FLOOR MAT | | | \$10,964.20 |
| Comm Code | Manufacturer | Specification | Mode | el # |
| 91111500 | | | | |
| Extended Des | scription : BI-WEEKLY MAT R | ENTAL AND CLEANING | SERVICE FOR VARIO | DUS LOCATIONS IN THE DISTRICT |

Comments: yearly cost bi weekly rental same as above

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|--------------|-----------------------------------|---------------|------------|------------|-----------------------------|
| 4 | 3X5 RUBBER SPECIAL/SCRAPER MAT | | | | \$10,964.20 |
| | | | | | |
| Comm Code | Manufacturer | Specification | | Model # | E |
| 91111500 | | | | | |
| Extended Des | scription : BI-WEEKLY MAT RENTAL | AND CLEANIN | IG SERVICE | FOR VARIOU | S LOCATIONS IN THE DISTRICT |

Comments: yearly cost bi weekly rental same as above

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

| Contractor's Name: ON, First Corporation |
|--|
| Contractor's License No.: WV-042130460 |

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

2. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

2A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

3. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

Revised 08/15/2019

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Namer Title) (Printed Name and Title) 325-3 Levol Dr. Winchesta VA 22403 (Address) 38 540-662-0202 Ext 2 (Phone Number) / (Fax Number), robert-myers at unifiest, com (E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company) (Company) (Mar Branch Manager (Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

Nov 6, 2019

(Date) 540 - (eec 2 - 0202 540 - 662 - 0261(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)

| Addendum No. 1 | |
|----------------|--|
| Addendum No. 2 | |
| Addendum No. 3 | |
| Addendum No. 4 | |
| Addendum No. 5 | |

Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

niFITST Corporation Company Authorized Signature 20 19

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS;

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Kobert Myers Telephone Number: 540 - 662 - 0202Fax Number: 540 - 662 - 02.61Email Address: <u>robert-myers at unifirst</u>.com

Revised 12/12/2017

STATE OF WEST VIRGINIA **Purchasing Division PURCHASING AFFIDAVIT**

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

| WITNESS THE FOLLOWING SIGNATURE: | |
|--|--|
| Vendor's Name: UniFirst Cor | |
| Authorized Signature: | Date: 11-6-19 |
| State of Virginia | Jennifer H. Schnefer Notary Public |
| County of Frederick, to-wit: | Commonwealth of Virginia |
| Taken, subscribed, and sworn to before me this | 6 day of November Beressessesses |
| My Commission expires 9/30 | , 2023 |
| AFFIX SEAL HERE | NOTARY PUBLIC Amylin H. Schalfe Purchasing Affidavit (Revised 01/19/2018) |

SAA SUB FOLLOWING CIGNATUDE.

| | Cost | 88.45 8 | 207.00 | | 88.00 | 0 |
|-------------------------------------|--------------------|---------------|----------------|---------------|--------------------------------|------------------|
| Page 1 of 1 | Total Item Cost | ¢ ∢ | , č | \$38.25 | \$ | \$421.70 |
| | Quantity | 61 | 69 | 17 | 44 | Vmount |
| | Unit Price | \$1.45 | \$3.00 | \$2.25 | \$2.00 | Total Bid Amount |
| PRICING PAGE - EXHIBIT A 5200130 | Description | 3x5 FLOOR MAT | 3X10 FLOOR MAT | 4X6 FLOOR MAT | 3X5 RUBBER SPECIAL/SCRAPER MAT | |
| | Unit of Measure | EACH | EACH | EACH | EACH | |
| | ttem Number | | | R | 4 | |

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| Company NameUnifirst CorporationContract ManagerRobert MyersRobert ManagerRobert MyersAddress325-3 Lenoir Dr Winchester VA 22603Phone Number540-662-0202 Ext 2Phone Numberrobert myers@unifirst.comSignatureImage: Image: Ima | | Vendor Information |
|---|------------------|-------------------------------------|
| | Company Name | UniFirst Corporation |
| | Contract Manager | Robert Myers |
| | Address | 325-3 Lenoir Dr Winchester VA 22603 |
| an | Phone Number | 540-662-0202 Ext 2 |
| | Email | robert myers@unifirst.com |
| | Signature | M in M |
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