



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

State of West Virginia Master Agreement

Order Date: 08-27-2024

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0314 0314 HST2500000001 1	Procurement Folder:	1469500
Document Name:	Public Safety Uniforms and Accessories	Reason for Modification:	
Document Description:	Miner's Health, Safety / Training Employee Uniforms and Gear		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-09-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-08-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000111991 GALLS LLC 1340 RUSSELL CAVE RD LEXINGTON KY 40505 US Vendor Contact Phone: 800-388-3300 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Kimberly L Miller Requestor Phone: (304)352-4126 Requestor Email: kimberly.l.miller@wv.gov 2025 FILE LOCATION
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE OFFICE OF MINERS HEALTH SAFETY AND TRAINING 1900 KANAWHA BLVD EAST BLDG. 3 SUITE 600 CHARLESTON WV 25305 US	OFFICE OF MINERS HEALTH, SAFETY, AND TRAINING STE 2 7 PLAYERS CLUB DR CHARLESTON WV 25311 US

8/28/24 6C

Purchasing Division's File Copy

Total Order Amount:

Open End

PURCHASING DIVISION AUTHORIZATION

DATE: *Tina* 8/28/24
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John L. Gray*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *DS* 9-5-24
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Galls, LCC. agrees to enter into a contract with the Agency, West Virginia Office of Miner's Health, Safety, and Training, to provide employee uniforms and gear per the bid requirements, terms, conditions, specifications, Addendum 01 issued 08/07/2024, Addendum 02 issued 08/12/2024, and the vendor's bid dated 08/13/2024 all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	46181500			EA	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Employee Uniforms and Gear

Extended Description:

See attached documentation for further details.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Jerame Stephens

(Address) 1340 Russell Cave Rd

(Phone Number) / (Fax Number) 859-800-1302 / 877-914-2557

(email address) bidreview@galls.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

GALLS, LLC

(Company)

(Signature of Authorized Representative)

Mike Fadden, CEO

8/13/2024

(Printed Name and Title of Authorized Representative) (Date)

844-464-2557 / 877-914-2557

(Phone Number) (Fax Number)

bidreview@galls.com

(Email Address)

REQUEST FOR QUOTATION
Miner's Health, Safety / Training Employee Uniforms and Gear
CRFQ HST25*01

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Office of Miner's Health, Safety and Training to establish an open-end contract for employee uniforms and gear. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

Vendor must be responsible to apply WVOMHST logo patches, embroidery, reflective striping, or silk screening prior to shipments, as required by order in accordance to Exhibit B MHST Branding Guidelines.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 "Catalog"** means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
- 2.2 "Catalog Price"** means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).
- 2.3 "Discount Percentage"** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
- 2.4 "Discounted Price"** means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.
- 2.5 "Discounted Unit Price"** means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
- 2.6 "Eligible Item"** means any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes generally employee uniforms and gear.
- 2.7 "Pricing Page" or "Pricing Pages"** means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.8 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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- 2.9 "Total Bid Cost"** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.
- 2.10 "Unit"** means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.11 "Unit Price"** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.12 "Units Provided for Catalog Price"** means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor's Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor's catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor's catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)

3. GENERAL REQUIREMENTS:

3.1 Eligible Items 1: Coveralls and Overalls

3.1.1 Coveralls (Red Kap Uniform Coverall Long Sleeve CT10 or equal)

- 3.1.1.1** Must be made with a cotton/polyester twill.
- 3.1.1.2** Must have a full zippered front closure.
- 3.1.1.3** Must have a collar attached.
- 3.1.1.4** Must have at least two set-in front pockets.
- 3.1.1.5** Must have at least two chest pockets.
- 3.1.1.6** Must have at least two patch hip pockets, allowing access to clothes under coveralls.
- 3.1.1.7** Must have at least a one-piece ruler pocket.
- 3.1.1.8** Must be customizable with multiple WVOMHST embroidered logos or screen printed.
- 3.1.1.9** All branding or logos must adhere to Exhibit B Branding Guidelines.
- 3.1.1.10** Must have stitched patch of American flag on the left arm.
- 3.1.1.11** Must have a stitched patch of the WV State Seal on the right arm.
- 3.1.1.12** Must have reflective bands on each upper arm, mid-calf, and a crisscrossing reflective strip on the upper back.
- 3.1.1.13** Must come in Navy Blue.
- 3.1.1.14** Must come in sizes equivalent of 34 to 70 long.

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3.1.2 Bib Overalls (Carhartt Men's Loose Fit Firm Duck Insulated Bib Overalls 104393 or equal)

- 3.1.2.1 Must be 100% cotton.
- 3.1.2.2 Must have adjustable over the shoulder straps, with buckle closures on the chest.
- 3.1.2.3 Must have two or three snap closures on each side of the waist.
- 3.1.2.4 Must have a zippered fly in the front.
- 3.1.2.5 Must have at least one chest pocket, two front utility pockets, and two rear pockets.
- 3.1.2.6 Must have a hammer loop on one leg.
- 3.1.2.7 Must come in Navy Blue and/or Black.
- 3.1.2.8 Must be customizable with multiple WVOMHST embroidered logos or screen printed.
- 3.1.2.9 All branding or logos must adhere to Exhibit B Branding Guidelines.
- 3.1.2.10 Must come in sizes equivalent of small to 3x long.

3.2 Eligible Items 2: Pants

3.2.1 Tactical Work Pants (Galls Pro Men's G-Tac tactical Pants TR2599 or equal)

- 3.2.1.1 Pants must be a cotton/polyester blend.
- 3.2.1.2 Must come in navy and black.
- 3.2.1.3 Pants must have front pockets, back pockets, and a minimum of two side cargo pockets.
- 3.2.1.4 Must come in waists sizes of at least 28 to 60 and hem lengths of 30 to 34 as well as unhemmed.

3.3 Eligible Items 3: Shirts

3.3.1 Industrial Short Sleeve Work Shirt (PROPPER Lightweight Tactical Short Sleeve Shirt DKX-1 or equal)

- 3.3.1.1 Must be a polyester/ cotton blend, with breathable ripstop weaving.
- 3.3.1.2 Must come in Navy, Khaki, Black or White.
- 3.3.1.3 Must have a collar.
- 3.3.1.4 Must have a full button front closure.
- 3.3.1.5 Must have at least one chest pocket with closure.
- 3.3.1.6 Must be fading and wrinkle resistant.
- 3.3.1.7 Must be customizable with multiple WVOMHST embroidered logos or screen printed.

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3.3.1.8 All branding or logos must adhere to Exhibit B Branding Guidelines.

3.3.1.9 Must come in sizes equivalent of extra-small to 7x long.

3.3.2 Industrial Long Sleeve Work Shirt (PROPPER Lightweight Tactical Long Sleeve Shirt SR822 or equal)

3.3.2.1 Must be a polyester/cotton blend, with breathable ripstop weaving.

3.3.2.2 Must come Navy, Khaki, Black or White.

3.3.2.3 Must have a collar.

3.3.2.4 Must have a full zip front closure, with buttons sewn on the overlay to give the appearance of button-closure.

3.3.2.5 Must have at least one chest pocket with closure.

3.3.2.6 Must have closure on the sleeve cuffs.

3.3.2.7 Must be fading and wrinkle resistant.

3.3.2.8 Must be customizable with multiple WVOMHST embroidered logos or screen printed.

3.3.2.9 All branding or logos must adhere to Exhibit B Branding Guidelines.

3.3.2.10 Must come in sizes equivalent of extra-small to 5x extra-long.

3.3.3 Short Sleeved T-Shirt (Gildan Ultra Cotton Short Sleeve T-Shirt 2000 or equal)

3.3.3.1 Must be 100% cotton.

3.3.3.2 Must come in Navy, Grey, Gold, White and Black.

3.3.3.3 Must be customizable with multiple WVOMHST embroidered logos or screen printed.

3.3.3.4 All branding or logos must adhere to Exhibit B Branding Guidelines.

3.3.3.5 Must come in sizes equivalent of small to 5x long.

3.3.4 Ladies Short Sleeved T-Shirt (Port & Company Ladies Essential Tee LPC61 or equal)

3.3.4.1 Must be 100% cotton.

3.3.4.2 Must come in Navy, Grey, Gold, White and Black.

3.3.4.3 Must be customizable with multiple WVOMHST embroidered logos or screen printed.

3.3.4.4 All branding or logos must adhere to Exhibit B Branding Guidelines.

3.3.4.5 Must come in sizes equivalent of extra-small to 4x.

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3.3.5 Long Sleeved T-Shirt (Gildan Long Sleeve Ultra Cotton T-Shirt TS657 or equal)

- 3.3.5.1 Must be 100% cotton.
- 3.3.5.2 Must come in Navy, Grey, Gold, White and Black.
- 3.3.5.3 Must be customizable with multiple WVOMHST embroidered logos or screen printed.
- 3.3.5.4 All branding or logos must adhere to Exhibit B Branding Guidelines.
- 3.3.5.5 Must come in sizes equivalent of small to 5x.

3.4 Eligible Items 4: Polo Shirts

3.4.1 Moisture Wicking Polo (Core 365 Men's Origin Performance Piqui Polo SM682 or equal)

- 3.4.1.1 Must be at least 90% polyester.
- 3.4.1.2 Must be moisture wicking.
- 3.4.1.3 Must have an attached collar.
- 3.4.1.4 Must have a two-button closure V-neck.
- 3.4.1.5 Must come in Navy, Grey, Gold, White and Black.
- 3.4.1.6 Must be customizable with multiple WVOMHST embroidered logos or screen printed.
- 3.4.1.7 All branding or logos must adhere to Exhibit B Branding Guidelines.
- 3.4.1.8 Must come in sizes equivalent of extra-small to 6x long.

3.4.2 Short Sleeved Lightweight Polo (Propper Uniform Polo F53554C or equal)

- 3.4.2.1 Must be a pre-shrunk, polyester/cotton blend.
- 3.4.2.2 Must have an attached collar.
- 3.4.2.3 Must have a button closure V-neck.
- 3.4.2.4 Must be wrinkle and shrink resistant.
- 3.4.2.5 Must come in Navy, Grey, Gold, Black and White.
- 3.4.2.6 Must be customizable with multiple WVOMHST embroidered logos or screen printed.
- 3.4.2.7 All branding or logos must adhere to Exhibit B Branding Guidelines.
- 3.4.2.8 Must come in sizes equivalent of extra-small to 8x.

3.4.3 Short Sleeved Lightweight Women's Polo (Propper Women's Uniform Polo SQ213 or equal.)

- 3.4.3.1 Must be a pre-shrunk, polyester/cotton blend.

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- 3.4.3.2 Must have an attached collar.
- 3.4.3.3 Must have a button closure V-neck.
- 3.4.3.4 Must be wrinkle and shrink resistant.
- 3.4.3.5 Must come in Navy, Grey, Gold, Black and White.
- 3.4.3.6 Must be customizable with multiple WVOMHST embroidered logos or screen printed.
- 3.4.3.7 All branding or logos must adhere to Exhibit B Branding Guidelines.
- 3.4.3.8 Must come in sizes equivalent of extra-small to 4x.

3.4.4 Long Sleeved Lightweight Polo (Propper Men's Long Sleeve Uniform Polo F5356 or equal)

- 3.4.4.1 Must be 100% polyester.
- 3.4.4.2 Must have an attached collar.
- 3.4.4.3 Must have a button closure V-neck.
- 3.4.4.4 Must come in Navy, Grey, Gold, Black and White.
- 3.4.4.5 Must be customizable with multiple WVOMHST embroidered logos or screen printed.
- 3.4.4.6 All branding or logos must adhere to Exhibit B Branding Guidelines.
- 3.4.4.7 Must Come in sizes equivalent of extra small to 5x.

3.5 Eligible Items 5: Safety Vest

3.5.1 Safety Vest (Galls CornerStone ANSI Class 2 Safety Vest HS884 or equal)

- 3.5.1.1 Must be 100% polyester.
- 3.5.1.2 Must have a zippered front.
- 3.5.1.3 Must come in fluorescent yellow or fluorescent lime.
- 3.5.1.4 Must be customizable with multiple WVOMHST embroidered logos or screen printed.
- 3.5.1.5 All branding or logos must adhere to Exhibit B Branding Guidelines.
- 3.5.1.6 Must come in sizes equivalent of small to 4x.

3.6 Eligible Items 6: Sweatshirts

3.6.1 Midweight Pull-Over Sweatshirt (Augusta Micro Polyester Lined Windshirt JX904 or equal)

- 3.6.1.1 Must be 100% polyester.
- 3.6.1.2 Must have stretchable rib knit cuffs on each arm.
- 3.6.1.3 Must have a stretchable rib knit waistband.

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3.6.1.4 Must come in Navy, Grey, Gold and Black.

3.6.1.5 Must be customizable with multiple WVOMHST embroidered logos or screen printed.

3.6.1.6 All branding or logos must adhere to Exhibit B Branding Guidelines.

3.6.1.7 Must come in sizes equivalent of small to 4x.

3.6.2 Midweight Hooded Pull-Over Sweatshirt (Port and Company Ultimate Pullover Hooded Sweatshirt ST466 or equal)

3.6.2.1 Must be a pre-shrunk, polyester/cotton blend.

3.6.2.2 Must have stretchable rib knit cuffs on each arm.

3.6.2.3 Must have a stretchable rib knit waistband.

3.6.2.4 Must have an attached hood with a drawstring closure.

3.6.2.5 Must have a stretchable kangaroo pocket.

3.6.2.6 Must come in Navy, Gold, Grey and Black.

3.6.2.7 Must be customizable with multiple WVOMHST embroidered logos or screen printed.

3.6.2.8 All branding or logos must adhere to Exhibit B Branding Guidelines.

3.6.2.9 Must come in sizes equivalent of small to 4x long.

3.6.3 Zippered Midweight Sweatshirt (Carhartt Rain Defender Loose Fit Midweight Thermal-lined Full- Zip Sweatshirt JA2641 or equal)

3.6.3.1 Must be a polyester/cotton blend.

3.6.3.2 Must have stretchable rib knit cuffs on each arm.

3.6.3.3 Must have a stretchable rib knit waistband.

3.6.3.4 Must come in Navy, Grey, Gold and Black.

3.6.3.5 Must be customizable with multiple WVOMHST embroidered logos or screen printed.

3.6.3.6 All branding or logos must adhere to Exhibit B Branding Guidelines.

3.6.3.7 Must have a full zippered front closure.

3.6.3.8 Must have two insulated front pockets.

3.6.3.9 Must have an attached hood with a drawstring closure.

3.6.3.10 Must come in sizes equivalent of small to 4x long.

3.7 Eligible Items 7: Coats / Jackets / Outerwear

3.7.1 Lined Hooded Rain Jacket (ANSI 3 POLAR PARKA JK185 or equal)

3.7.1.1 Must have a waterproof outer layer.

3.7.1.2 Must have an insulated lining.

3.7.1.3 Must have an attached, waterproof, adjustable hood.

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- 3.7.1.4** Must have a full zippered front closure.
- 3.7.1.5** Must have at least two hand pockets.
- 3.7.1.6** Must have adjustable sleeve cuffs.
- 3.7.1.7** Must come in fluorescent yellow or fluorescent lime, navy or black.
- 3.7.1.8** Must be customizable with multiple WVOMHST embroidered logos or screen printed.
- 3.7.1.9** All branding or logos must adhere to Exhibit B Branding Guidelines.
- 3.7.1.10** Must come in sizes equivalent of small to 5x.

3.7.2 Women's Lined Hooded Rain Jacket (Columbia Women's Arcadia II Rain Jacket JX828 or equal)

- 3.7.2.1** Must have a waterproof outer layer.
- 3.7.2.2** Must have an attached, waterproof, adjustable hood.
- 3.7.2.3** Must have a full zippered front closure.
- 3.7.2.4** Must have at least two hand pockets.
- 3.7.2.5** Must have adjustable sleeve cuffs.
- 3.7.2.6** Must come in fluorescent yellow or fluorescent lime, navy or black.
- 3.7.2.7** Must be customizable with multiple WVOMHST embroidered logos or screen printed.
- 3.7.2.8** All branding or logos must adhere to Exhibit B Branding Guidelines.
- 3.7.2.9** Must come in sizes equivalent of extra-small to 3x.

3.8 Eligible Items 8: Accessories / Miscellaneous

3.8.1 Ball Cap (Port & Company Six-Panel Twill Cap CP80 or equal)

- 3.8.1.1** Must be at least 80% cotton.
- 3.8.1.2** Must have an adjustable hook and loop back.
- 3.8.1.3** Must have a pre-curved visor.
- 3.8.1.4** Must come in Navy Blue, Gold, White and Black.
- 3.8.1.5** Must be customizable with multiple WVOMHST embroidered logos or screen printed.
- 3.8.1.6** All branding or logos must adhere to Exhibit B Branding Guidelines.

3.8.2 Toboggan (Port & Company Fleece-Lined Knit Cap HD441 or equal)

- 3.8.2.1** Must be stretchable to one size fits most.
- 3.8.2.2** Must come in Navy, Black, Gold, White and Grey.
- 3.8.2.3** Must be customizable with multiple WVOMHST embroidered logos or screen printed.

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3.8.2.4 All branding or logos must adhere to Exhibit B Branding Guidelines.

3.8.3 Miner's Gear Bag (Galls Large Duffel Bag BG186 or equal)

3.8.3.1 Must be at least 31" L x 14" W x 14" D.

3.8.3.2 Must have two reinforced handles.

3.8.3.3 Must have a zippered closure.

3.8.3.4 Must be customizable with multiple WVOMHST embroidered logos or screen printed.

3.8.3.5 All branding or logos must adhere to Exhibit B Branding Guidelines.

3.8.3.6 Must come in black.

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

4.1 Contract Award: This Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.

4.2 Discount Percentage: Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

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- 4.3 Pricing Pages:** Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Vendor's Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Catalog Prices, Units Provided for Catalog Price, Unit Prices, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors are **strongly encouraged** to complete the Pricing Pages through wvOASIS or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Larry.D.McDonnell@wv.gov.

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

5. Catalog:

- 5.1 Submission.** Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into wvOASIS will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

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- 5.2 Catalog Modification.** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

In the event that multiple vendors are awarded a contract under the Solicitation, the first priority vendor shall not be permitted to include in its updated Catalog items being sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.

6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

- 6.2 Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

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7. DELIVERY AND RETURN:

7.1 Delivery Time and Place: Vendor shall deliver standard orders within forty-five (45) calendar day days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency at their regional offices located at:

7.1.1 Region 1 (Westover) 14 Commerce Dr., Morgantown, WV 26501

7.1.2 Region 2 (Welch) 830 Virginia Ave., Welch, WV 24801

7.1.3 Region 3 (WVTCC) 431 Running Right Way, Julian, WV 25529

7.1.4 Region 4 (Oak Hill) 337 Industrial Drive, Oak Hill, WV 25901

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.4 Return of Unacceptable Items: Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

7.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
Miner's Health, Safety / Training Employee Uniforms and Gear
CRFQ HST25*01

8. VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

- 8.1.1** Failure to provide Eligible Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

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

- 8.2.1** Immediate cancellation of the Contract.
- 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3** Any other remedies available in law or equity.

9. MISCELLANEOUS:

- 9.1 No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
- 9.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 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.

REQUEST FOR QUOTATION
Miner's Health, Safety / Training Employee Uniforms and Gear
CRFQ HST25*01

Contract Manager:	Bob Kushner
Telephone Number:	859-397-4161
Fax Number:	877-914-2557
Email Address:	Kushner-Bob@galls.com



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

State of West Virginia
Centralized Request for Quote
Clothing

Proc Folder: 1469500			Reason for Modification: To post Addendum 01
Doc Description: Miner's Health, Safety / Training Employee Uniforms and Gear			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-07	2024-08-13 13:30	CRFQ 0314 HST2500000001	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell
304-558-2063
larry.d.mcdonnell@wv.gov

**Vendor
Signature X**

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum 01:

To post answers to vendor questions.

Bid opening date and time still remains 08/13/2024 at 1:30PM EST

No other changes

INVOICE TO

OFFICE OF MINERS HEALTH
SAFETY AND TRAINING
1900 KANAWHA BLVD EAST
BLDG. 3 SUITE 600
CHARLESTON WV
US

SHIP TO

OFFICE OF MINERS HEALTH,
SAFETY, AND TRAINING
STE 2
7 PLAYERS CLUB DR
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Employee Uniforms and Gear	0.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

46181500

Extended Description:

See attached documentation for further details.

SCHEDULE OF EVENTS**Line****Event****Event Date**

1	Vendor Questions Due by 2:00PM EST/EDT	2024-08-06
---	--	------------

SOLICITATION NUMBER: CRFQ HST25*01

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ | Modify bid opening date and time
- ☐ | Modify specifications of product or service being sought
- ☒ | Attachment of vendor questions and responses
- ☐ | Attachment of pre-bid sign-in sheet
- ☐ | Correction of error
- ☐ | Other

Description of Modification to Solicitation:

To post answers to vendor questions.

Bid opening date and time still remains 08/13/2024 at 1:30PM EST

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ HST25*1 - Miner's Health, Safety / Training Employee Uniforms and Gear

TECHNICAL QUESTIONS

1. Q: How many employees do you anticipate ordering from this contract?

A: We anticipate an estimated 120 employees placing multiple orders over the course of this contract.



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

State of West Virginia
Centralized Request for Quote
Clothing

Proc Folder: 1469500			Reason for Modification: To post Addendum 02
Doc Description: Miner's Health, Safety / Training Employee Uniforms and Gear			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-12	2024-08-15 13:30	CRFQ 0314 HST2500000001	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell
304-558-2063
larry.d.mcdonnell@wv.gov

**Vendor
Signature X**

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**Addendum 02:**

To attach the revised electronic version of Exhibit A - Pricing Page. Vendor must use revised Exhibit A - Pricing Page - Revised version 2 when submitting bid response.

To extend bid opening date from 8/13/2024 to 8/15/2024.

Bid opening time still remains at 1:30PM EST

No other changes

INVOICE TO

OFFICE OF MINERS HEALTH
SAFETY AND TRAINING
1900 KANAWHA BLVD EAST
BLDG. 3 SUITE 600
CHARLESTON WV
US

SHIP TO

OFFICE OF MINERS HEALTH,
SAFETY, AND TRAINING
STE 2
7 PLAYERS CLUB DR
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Employee Uniforms and Gear	0.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

46181500

Extended Description:

See attached documentation for further details.

SCHEDULE OF EVENTS**Line****Event****Event Date**

1

Vendor Questions Due by 2:00PM EST/EDT

2024-08-06

SOLICITATION NUMBER: CRFQ HST25*01

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☐ Other

Description of Modification to Solicitation:

To attach the revised electronic version of Exhibit A - Pricing Page. Vendor must use revised Exhibit A - Pricing Page - Revised version 2 when submitting bid response.

To extend bid opening date from 8/13/2024 to 8/15/2024.

Bid opening time still remains at 1:30PM EST

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ HST25*01

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)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> 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.

GALLS, LLC

Company



Authorized Signature

8/13/2024

Date

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

Revised 6/8/2012

EXHIBIT A - PRICING PAGE - REVISED V2
Miner's Health, Safety / Training Employee Uniforms and Gear
CRFQ HST25*01

Pricing page Eligible Item Description - All references to brand names are for illustration purposes only and vendors may be the brand listed or an equal product.													
				Discounted Unit Price Calculation					Bid Total Calculation				
Item No.	Description	Category		Catalog Price	Units Provided for Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Annual Estimated Unit Qty	Discounted Unit Price	Item Total Cost	
3.1	Coveralls and Overalls												
3.1.1	Coveralls Red Kap Uniform Coverall Long Sleeve CT10 or equal	Coveralls and Overalls											
	Sizes:												
	Men 34		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 36		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 36 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 38		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 38 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 40		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 40 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 42		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 42 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 44		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 44 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 46		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 46 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 48		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 48 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 50		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 50 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 52		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 52 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 54		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 54 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 56		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 56 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 58		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 58 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 60		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 60 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 62		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 62 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 66		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 66 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 70		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
	Men 70 Long		\$	60.59		\$	60.59	15%	\$	51.50	Each	\$	51.50
3.1.2	Bib Overalls Carhartt Men's Loose Fit Firm Duck Insulated Bib Overalls 104395 or equal	Coveralls and Overalls											
	Sizes:												
	Men Small		\$	127.65		\$	127.65	15%	\$	108.50	Each	\$	108.50
	Men Small - Short		\$	127.65		\$	127.65	15%	\$	108.50	Each	\$	108.50
	Men Small - Long		\$	127.65		\$	127.65	15%	\$	108.50	Each	\$	108.50
	Men Medium		\$	127.65		\$	127.65	15%	\$	108.50	Each	\$	108.50
	Men Medium - Short		\$	127.65		\$	127.65	15%	\$	108.50	Each	\$	108.50
	Men Medium - Long		\$	127.65		\$	127.65	15%	\$	108.50	Each	\$	108.50
	Men Large		\$	127.65		\$	127.65	15%	\$	108.50	Each	\$	108.50
	Men Large - Short		\$	127.65		\$	127.65	15%	\$	108.50	Each	\$	108.50
	Men Large - Long		\$	127.65		\$	127.65	15%	\$	108.50	Each	\$	108.50
	Men X Large		\$	127.65		\$	127.65	15%	\$	108.50	Each	\$	108.50
	Men X Large - Short		\$	127.65		\$	127.65	15%	\$	108.50	Each	\$	108.50

[illegible]

	Small			\$	76.47	
	Medium			\$	76.47	
	Large			\$	76.47	
	X Large			\$	76.47	
	2X Large			\$	76.47	
	3X Large			\$	76.47	
3.8	Accessories / Miscellaneous					
3.8.1	Ball Cap Port & Company Six-Panel Twill Cap CP80 or equal	Accessories / Miscellaneous				
	Sizes:					
	One Size Fits Most			\$	9.71	
3.8.2	Toboggan Port & Company Fleece-Lined Unit Cap HD441 or equal	Accessories / Miscellaneous				
	Sizes:					
	One Size Fits Most			\$	9.41	
3.8.3	Miner's Gear Bag Galls Large Duffel Bag BG186 or equal	Accessories / Miscellaneous				
	Sizes:					
	31"L x 14"W x 14"H			\$	55.88	

Failure to use this form may result in disqualification.


* Estimated quantities are for binding purposes only. More or less may be utilized by the Agency.

List of Discount Percentages:		
(Use additional sheets if needed for number of discount percentages being offered.)		
	Category	DISCOUNT PERCENTAGE
3.1	Coveralls and Overalls	15%
3.2	Pants	15%
3.3	Shirts	15%
3.4	Polo Shirts	15%
3.5	Safety Vest	15%
3.6	Sweatshirts	15%
3.7	Coats / Jackets / Outerwear	15%
3.8	Accessories / Miscellaneous	15%

\$	76.47	15%	\$	65.00	Each	\$	65.00	\$
\$	76.47	15%	\$	65.00	Each	\$	65.00	\$
\$	76.47	15%	\$	65.00	Each	\$	65.00	\$
\$	76.47	15%	\$	65.00	Each	\$	65.00	\$
\$	76.47	15%	\$	65.00	Each	\$	65.00	\$
\$	76.47	15%	\$	65.00	Each	\$	65.00	\$
\$	9.71	15%	\$	8.25	Each	\$	8.25	\$
\$	9.41	15%	\$	8.00	Each	\$	8.00	\$
\$	55.88	15%	\$	47.50	Each	\$	47.50	\$

OVERALL COST:

bidder / Vendor Information:

Name:	<u>GALLS LLC</u>
Address:	<u>1340 Russell Cove Rd</u>
	<u>Liverington, KY 40303</u>
Phone No:	<u>844-484-2337</u>
Fax No:	<u>877-814-2337</u>
Email Address:	<u>bidiexterior@galls.com</u>
Authorized Signature:	<u></u>



WEST VIRGINIA OFFICE OF

MHS&T

MINERS' HEALTH SAFETY & TRAINING

EXHIBIT B

BRANDING GUIDELINES

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OVERVIEW



THE NEWLY REDESIGNED LOGO FOR THE OFFICE OF MINERS' HEALTH, SAFETY & TRAINING delivers a fresh, modern icon that derives its significance from both the history of the office and the mining industry. The triangle shape is borrowed from the earlier logo and symbolizes the three pillars of the office—health, safety and training. The triangle encloses a silhouette of the state of West Virginia, representing both the significance of the mining industry to the state's economy and history, and denotes the office as a state agency. The triangle icon acts as a unique identifier to the Office of Miners' Health, Safety & Training. This icon, whether used on its own or with the logo signature and bar, will serve as an easily recognizable symbol of the agency itself.

The color scheme for both the logo and subsequent promotional materials are a salute to the mining industry, its history, and the West Virginia landscape. The logo, colors, and fonts provided will create a unified, professional look to all materials created for the office and establish a unique brand identity that is easily identifiable by those familiar with the agency.



LOGOS

MHS&T LOGO

The logo anchors the entire visual identity system. It is used on all communications, and its effectiveness relies on consistent presentation.

By adhering to a standardized use of our logo elements, we reinforce our brand as a cohesive, powerful entity and amplify the impact of our visual communications.

WORKING PARTS OF THE LOGO



1 THE ICON

The icon is the visual identifier. Generally, the icon should be displayed with the logo signature, yet it has the power to stand alone.

2 THE LOGO SIGNATURE

The logo signature is an adjusted letterform version of the name "West Virginia Office of MHS&T." It cannot be replicated through typesetting.

3 THE LOGO BAR

The logo bar may be removed when the logo is reduced to a size in which the text inside is illegible, or when the reverse white logo is used on a photo or background that is other than a solid color, with the exception of the coal texture.

4 THE LOGO

Together the icon, logo signature, and logo bar are known as the logo.

MHS&T LOGO USAGE

AREA OF ISOLATION

Clear space frames the logo and separates it from other elements including text and the edge of printed materials. The logo must be surrounded by at least the required minimum of clear space, which is determined by the length of the “t” in the logo.

MINIMUM SIZE REQUIREMENTS

To ensure the logo is large enough to be easily recognized, it must not be reduced smaller than indicated below for electronic media. These are minimum size requirements only; the logo should be used larger in every possible instance.

CLEAR SPACE



MINIMUM SIZE
ICON

0.5 inch
36 pixels



1 inch
72 pixels

MINIMUM SIZE
LOGO NO BAR



1.5 inches
108 pixels

MINIMUM SIZE
LOGO



MHS&T PROHIBITED USE

NO ALTERATIONS

Alterations to the logos are prohibited; this applies to typeface, proportions and placement of graphic elements. The logo may not be resized disproportionately, either taller or wider, and colors may not be modified – there are no exceptions.



DO NOT alter the color of the logo.



DO NOT add a drop shadow or glow to the logo.



DO NOT stretch the logo.



DO NOT tilt or skew the logo.



DO NOT alter proportions of the logo.



DO NOT change fonts in the logo.

MHS&T LOGO VARIATIONS



FULL COLOR



FULL COLOR REVERSE



WHITE



BLACK



FULL COLOR
NO BAR



FULL COLOR REVERSE
NO BAR



WHITE
NO BAR



BLACK
NO BAR



FULL COLOR ICON



WHITE ICON



BLACK ICON

WEST VIRGINIA CENTER LOGO

The logo anchors the entire visual identity system. It is used on all communications, and its effectiveness relies on consistent presentation.

By adhering to a standardized use of our logo elements, we reinforce our brand as a cohesive, powerful entity and amplify the impact of our visual communications.

WORKING PARTS OF THE LOGO



1 THE LOGO SIGNATURE

The logo signature is an adjusted letterform version of the name "West Virginia Center."

It cannot be replicated through typesetting. It cannot be used alone without the other elements of the logo.

2 THE RULE

The rule cannot be removed and the color cannot be changed when the full color version is used.

3 THE ARROW

The arrow is the visual identifier. It can be used as a graphic element on the web and in printed materials.

4 THE LOGO

Together the logo signature, rule, and arrow are known as the logo.

WEST VIRGINIA CENTER LOGO USAGE

AREA OF ISOLATION

Clear space frames the logo and separates it from other elements including text and the edge of printed materials. The logo must be surrounded by at least the required minimum of clear space, which is determined by the length of the “t” in the logo.

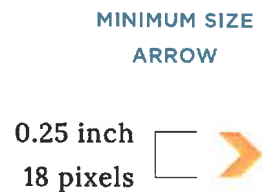
MINIMUM SIZE REQUIREMENTS

To ensure the logo is large enough to be easily recognized, it must not be reduced smaller than indicated below for electronic media. These are minimum size requirements only; the logo should be used larger in every possible instance.

CLEAR SPACE



MINIMUM SIZE
LOGO



1 inch
72 pixels



WEST VIRGINIA CENTER PROHIBITED USE

NO ALTERATIONS

Alterations to the logos are prohibited; this applies to typeface, proportions and placement of graphic elements. The logo may not be resized disproportionately, either taller or wider, and colors may not be modified – there are no exceptions.



DO NOT alter the color of the logo.



DO NOT add a drop shadow or glow to the logo.



DO NOT stretch the logo.



DO NOT tilt or skew the logo.



DO NOT alter proportions of the logo.



DO NOT change fonts in the logo.

WEST VIRGINIA CENTER LOGO VARIATIONS



FULL COLOR



WHITE



BLACK



COLOR



WHITE



BLACK



COLORS

COLOR PALETTE



RUST

C 16 M 82 Y 100 K 5
R 200 G 77 B 0
PANTONE 718 C, 718 U
HEX #C74F27



IRON

C 76 M 69 Y 68 K 33
R 67 G 68 B 68
PANTONE 2336 C, 2336 U
HEX #434444



DENIM

C 99 M 77 Y 44 K 40
R 10 G 51 B 78
PANTONE 540 C, 540 U
HEX #07334E



LANTERN

C 3 M 10 Y 41 K 0
R 247 G 224 B 164
PANTONE 7401 C, 7401 U
HEX #F7E0A4



CANARY

C 8 M 34 Y 100 K 0
R 234 G 172 B 33
PANTONE 124 C, 7405 U
HEX #EAAC21



SKY

C 18 M 0 Y 5 K 0
R 206 G 235 B 240
PANTONE 7457 C, 7457 U
HEX #CEEDEF



ASH

C 55 M 46 Y 43 K 10
R 118 G 119 B 123
PANTONE Cool Gray 9 C, Cool Gray 9 U
HEX #78797C



SAND

C 16 M 13 Y 21 K 0
R 213 G 210 B 197
PANTONE 7527 C, 7527 U
HEX #D5D2C5



STREAM

C 92 M 52 Y 32 K 9
R 0 G 104 B 135
PANTONE 2392 C, 7705 U
HEX #006887



COAL

TEXTURE



TYPOGRAPHY

TYPOGRAPHY

Interface is the primary font, and can be used in both Bold and Regular weights, in all caps for short headlines. Gotham is the secondary font, to be used in subheads or to emphasize text. Gotham Medium and Book are acceptable, with kerning set between 50-100 for a clean, modern feel. Lora is the tertiary font to be used in body copy. The serif breaks up the monotony of the sans serif fonts, and helps with readability in large blocks of text.

HEADLINE

INTERFACE

Interface Bold

Interface Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 !?&

SUBHEAD

GOTHAM

Gotham Medium

Gotham Book

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 !?&

BODY COPY

Lora

Lora Regular

Lora Italic

Lora Bold

Lora Bold Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 !?&(@#\$%:",.)



TEXTURE

TEXTURE USAGE IDEAS

The texture should be used sparingly, and never for the background of a text-heavy web page or printed piece. Only the white MHS&T logo and the white West Virginia Center logo should be used on the coal texture.

Here are some ideas for how the texture may be used:

- back of business cards
- a design element on stationery
- to highlight a headline or pull quote
- a background for shareable social media graphics
- incorporated into blog post and email newsletter templates
- cover images for social media
- on slides for presentations/webinars
- on print ads for the West Virginia Center

HEADLINE EXAMPLE

LARGE WHITE TEXT ON COAL TEXTURE

BACK OF BUSINESS CARD CONCEPT



SOCIAL MEDIA COVER IDEA

