



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

State of West Virginia  
 Request for Quotation  
 08 - Clothing

Proc Folder: 177521

Doc Description: Addendum 01- OPEN END CONTRACT TO SUPPLY UNIFORMS TO WVDOF

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-01	2016-03-23 13:30:00	CRFQ 0305 FOR1600000001	2

**BID RECEIVING LOGATION**

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

**VENDOR:**

Vendor Name, Address and Telephone Number:

AP Branded Solutions  
 Attn: Ryan Westerman  
 2306 Charles Avenue  
 Dunbar, WV 25064

03/23/16 12:02:04  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN # 31-1544903

DATE 3/23/16

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

**ADDITIONAL INFORMATION**

The purpose of Addendum 01 is to attach page 35 of the solicitation that was inadvertently omitted in error.

No additional changes at this time.

INVOICE TO		SHIP TO	
ACCOUNTING FORESTRY DIVISION OF 1900 KANAWHA BLVD E		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25305-0180	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	UNIFORM CLOTHING	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53102700			

**Extended Description :**  
UNIFORM CLOTHING

**SOLICITATION NUMBER:** CRFQ 0313 FOR1600000001

**Addendum Number:** No.01

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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:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

The purpose of Addendum 01 is to attach page 35 of the solicitation that was inadvertently omitted in error.

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.

# ATTACHMENT A

REQUEST FOR QUOTATION  
FOR1600000001 Uniforms

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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. Vendor shall ensure that its on-line order system is properly secured prior to processing Agency orders on-line.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6 DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within twenty-one (21) calendar days after orders are received. Vendor shall deliver emergency orders within fourteen (14) calendar days. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 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.
- 6.3 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.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items 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.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: FOR1600000001**

**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.

Artistic Promotions DBA AP Branded Solutions  
Company

  
Authorized Signature

3/22/16  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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

State of West Virginia  
 Request for Quotation  
 08 - Clothing

Proc Folder: 177521

Doc Description: Addendum 02- OPEN END CONTRACT TO SUPPLY UNIFORMS TO WVDOF

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-08	2016-03-23 13:30:00	CRFQ 0305 FOR1600000001	3

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

AP Branded Solutions  
 Attn: Ryan Westerman  
 2306 Charles Avenue  
 Dunbar, WV 25064

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN #

31-1544903

DATE

3/23/16

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

**ADDITIONAL INFORMATION:**

The purpose of Addendum 02 is to answer the technical questions received.

No additional changes at this time.

INVOICE TO		SHIP TO	
ACCOUNTING FORESTRY DIVISION OF 1900 KANAWHA BLVD E		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25305-0180	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	UNIFORM CLOTHING PER ATTACHED PRICING PAGE	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53102700			

**Extended Description :**  
UNIFORM CLOTHING



<b>FOR1600000001</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum 02- OPEN END CONTRACT TO SUPPLY UNIFORMS TO WVDOT	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER:** CRFQ 0305 FOR1600000001

**Addendum Number:** No.02

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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:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Vendor question submission deadline was scheduled for: March 7th, 2015 at 5:00 PM. EST. Attached are the responses for all questions received.

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.

# ATTACHMENT A

Addendum No. 02

Technical Questions received on CRFQ FOR1600000001

**Q:** When downloading the bid package, page 35 is missing.

**A:** Addendum No. 1 addressed this question.

**Q:** Do you have a history or bid tabulation showing who was awarded, when and at what price?

**A:** Please see the URL for bids received on FOR12007,  
<http://www.state.wv.us/admin/purchase/Bids/FY2012/BO20111213.html> No bid tabulation is available.

**Q:** Will you be ordering on an as needed basis or all at once?

**A:** Order will be as needed basis

**Q:** Will you be awarding the bid to one vendor or by item?

**A:** This will be awarded to one vendor.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ FOR 1600004**

**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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input 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.

Artistic Promotions DBA AP Branded Solutions

Company



Authorized Signature

3/22/16

Date

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

Revised 6/8/2012



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

State of West Virginia  
 Request for Quotation  
 08 - Clothing

Proc Folder: 177521

Doc Description: OPEN END CONTRACT TO SUPPLY UNIFORMS TO WVDOF

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-24	2016-03-23 13:30:00	CRFQ 0305 FOR1600000001	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

AP Branded Solutions  
 Attn: Ryan Westerman  
 2306 Charles Avenue  
 Dunbar, WV 25064

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN # 31-1544903

DATE 3/23/16

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

**ADDITIONAL INFORMATION:****Request for Quotation Solicitation**

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Division of Forestry to establish an Open-End contract for uniforms. To be shipped to multiple locations per the specifications, and Terms and Conditions as attached.

INVOICE TO		SHIP TO	
ACCOUNTING FORESTRY DIVISION OF 1900 KANAWHA BLVD E		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25305-0180	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	UNIFORM CLOTHING	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53102700			

**Extended Description :**  
UNIFORM CLOTHING

FOR1600000001	<b>Document Phase</b> Final	<b>Document Description</b> OPEN END CONTRACT TO SUPPLY UN IFORMS TO WDOF	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: March 7, 2016 at 5:00PM

Submit Questions to: Jessica Chambers  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Jessica.S.Chambers@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

- SEALED BID:
- BUYER:
- SOLICITATION NO.:
- BID OPENING DATE:
- BID OPENING TIME:
- FAX NUMBER:

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

- BID TYPE: (This only applies to CRFP)
- Technical
- Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 24, 2016 at 1:30PM. EST.

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. 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.

**GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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:** This Contract becomes effective on award and extends for a period of one (1) year(s).

**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 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. 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 thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**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.

**Other:** See attached.



**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**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 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.

**6. 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.

**7. 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 of 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.

**8. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful 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. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_.

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.

**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. 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.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. 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.

**16. 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 §§ 148-1-6.1.e.

**17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**18. 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.

**19. COMPLIANCE:** 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.

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**26. 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.

**27. 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.

**28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**29. 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**30. 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.

**31. 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. 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.

**32. 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.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**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. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. 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.

**40. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).



**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

**42. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

**43. 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.

**CERTIFICATION AND SIGNATURE PAGE**

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.

Artistic Promotions DBA Ap Branded Solutions  
(Company)

  
(Authorized Signature) (Representative Name, Title)

304.766.7760 304.382.0406 3/22/16  
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION  
FOR1600000001 Uniforms

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Forestry to establish an open-end contract for employee uniforms.
  
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 “Contract Item” or “Contract Items” means the list of items identified in Section 3, Subsection 1 below.
  
  - 2.2 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  
  - 2.3 “RFQ” means the official request for quotation published by the Purchasing Division and identified as FOR1600000001.
  
  - 2.4 “TDU” means tactical duty uniform.
  
  - 2.5 “ANSI” means American National Standards Institute.
  
  - 2.6 “Color(s) of Contract Items” the Vendor is expected to offer the color bid for the life of the contract, including any optional renewal period. In the event a color is discontinued and no longer available for production, the Vendor shall provide the Agency with written notice sixty (60) days in advance of discontinuance. Color substitution will be at the Agency’s discretion and will require issuance of an approved change order. No price increase will be allowed for color substitution.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **Hooded Waterproof Jacket (Walls 32184 or equal)**
      - 3.1.1.1 Customization: None
      - 3.1.1.2 Jacket must be 100% nylon, waterproof, seam sealed, full zip front, adjustable cuffs, draw-cord hem, zippered pockets

**REQUEST FOR QUOTATION  
FOR1600000001 Uniforms**

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**3.1.1.3 Jacket must be available in short , regular and tall lengths**

**3.1.1.4 Color: Moss**

**3.1.1.5 Sizing per pricing page**

**3.1.2 Waterproof Pant (Walls 58105 or equal)**

**3.1.2.1 Customization: None**

**3.1.2.2 Pant must be 100% nylon, waterproof, seam-sealed, side entry pockets, side leg zippers**

**3.1.2.3 Pant must be available in short, regular and tall lengths**

**3.1.2.4 Color: Moss**

**3.1.2.5 Sizing per pricing page**

**3.1.3 4 in 1 Waterproof Jacket w/ Zip Out Liner (5.11 Tactical 48027 or equal)**

**3.1.3.1 Customization: Embroidered on stand-alone fleece inner jacket (See Exhibit G)**

**3.1.3.2 Shell must be made of waterproof/breathable material**

**3.1.3.3 Must have detachable hood**

**3.1.3.4 Inner jacket must be fleece**

**3.1.3.5 Jacket must include ANSI II traffic vest**

**3.1.3.6 Color: Jacket must be green (forest or hunter)**

**3.1.3.7 Sizing per pricing page**

**3.1.4 Blanket Lined Jacket (Carhartt J-97 or equal)**

**3.1.4.1 Customization: Logo on left sleeve (See Exhibit F)**

**3.1.4.2 Must be 12oz 100% cotton duck, blanket lining in body, bi-swing back, full-zip front, minimum three (3) pockets-one with zipper, waist and cuffs must be snap adjustable**

**3.1.4.3 Color: Moss**

**3.1.4.4 Sizing per pricing page**

**3.1.5 Hooded Pullover Sweatshirt (Carhartt K184 or equal)**

**3.1.5.1 Customization: Embroidered logo on left chest (See Exhibit G)**

**3.1.5.2 Must be minimum 13oz., 80% cotton/20% polyester fabric**

**3.1.5.3 Must have hood with draw-cord, front pockets, rib knit cuffs and waistband**

**3.1.5.4 Color: Charcoal Heather and Dark Green**

**3.1.5.5 Sizing per pricing page**

- 3.1.6 Men's Long Sleeve Uniform Shirt (Flying Cross 35W5414 or equal)**
  - 3.1.6.1 Customization: Logo patch on both sleeves (See Exhibit F)
  - 3.1.6.2 Must be 65% Dacron (or equal) polyester/35% cotton, 4.25oz poplin weave
  - 3.1.6.3 Must have five (5) sewn-in creases, two in the front continuing through the pocket and flap-three in the back
  - 3.1.6.4 Should have minimum seven (7) button placket front
  - 3.1.6.5 Must have permanent collar stays, double stitched shoulder straps and pocket flaps
  - 3.1.6.6 Color: Silver Tan
  - 3.1.6.7 Sizing per pricing page
  
- 3.1.7 Women's Long Sleeve Uniform Shirt (Flying Cross 1265414 or equal)**
  - 3.1.7.1 Customization: Logo patch on both sleeves(See Exhibit F)
  - 3.1.7.2 Must be 65% Dacron (or equal) polyester/35% cotton, 4.25oz poplin weave
  - 3.1.7.3 Must have five (5) sewn-in creases, two in the front continuing through the pocket and flap-three in the back
  - 3.1.7.4 Should have minimum seven (7) button placket front
  - 3.1.7.5 Must have permanent collar stays, double stitched shoulder straps and pocket flaps
  - 3.1.7.6 Color: Silver Tan
  - 3.1.7.7 Sizing per pricing page
  
- 3.1.8 Men's Short Sleeve Uniform Shirt (Flying Cross 85R5414 or equal)**
  - 3.1.8.1 Customization: Logo patch on both sleeves (See Exhibit F)
  - 3.1.8.2 Must be 65% Dacron (or equal) polyester/35% cotton, 4.25oz. poplin weave
  - 3.1.8.3 Must have five (5) sewn-in creases, two in the front, continuing through the pocket and flap-three in the back
  - 3.1.8.4 Should have minimum seven (7) button placket front
  - 3.1.8.5 Must have permanent collar stays, double stitched shoulder straps and pocket flaps
  - 3.1.8.6 Color: Silver Tan
  - 3.1.8.7 Sizing per pricing page

REQUEST FOR QUOTATION  
FOR1600000001 Uniforms

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**3.1.9 Women's Short Sleeve Uniform Shirt (Flying Cross  
176R5414 or equal)**

- 3.1.9.1 Customization: Logo patch on both sleeves (See Exhibit F)
- 3.1.9.2 Must be 65% Dacron (or equal) polyester/35% cotton, 4.25oz poplin weave
- 3.1.9.3 Must have five (5) sewn-in creases, two in the front, continuing through the pocket and flap-three in the back
- 3.1.9.4 Should have minimum seven (7) button placket front
- 3.1.9.5 Must have permanent collar stays, double stitched shoulder straps and pocket flaps
- 3.1.9.6 Color: Silver Tan
- 3.1.9.7 Sizing per pricing page

**3.1.10 Men's Long Sleeve Lightweight Tactical Ripstop Shirt  
(Propper SR822 or equal)**

- 3.1.10.1 Customization: Logo patch on both sleeves, (See Exhibit F), embroidered name patch, (See Exhibit E), and emblem badge patch. (See Exhibit B1)
- 3.1.10.2 Must be 4oz, 65% polyester/35% cotton ripstop
- 3.1.10.3 Must be treated with fabric protector to repel stains and liquids
- 3.1.10.4 Must have hook and loop flap pockets with pen slots
- 3.1.10.5 Must have two (2) zippered chest pockets
- 3.1.10.6 Must have hidden zipper front with front button look
- 3.1.10.7 Color: Khaki
- 3.1.10.8 Sizing per pricing page

**3.1.11 Men's Short Sleeve Lightweight Tactical Ripstop Shirt  
(Propper F5311 or equal)**

- 3.1.11.1 Customization: Logo patch on both sleeves, (See Exhibit F), embroidered name patch, (See Exhibit E), and emblem badge patch. (See Exhibit B1)
- 3.1.11.2 Must be 4oz., 65% polyester/35% cotton ripstop
- 3.1.11.3 Must be treated with fabric protector to repel stains and liquids
- 3.1.11.4 Must have hook and loop flap pockets with pen slots
- 3.1.11.5 Must have two (2) zippered chest pockets
- 3.1.11.6 Must have hidden zipper front with front button look

- 3.1.11.7 Color: Khaki
- 3.1.11.8 Sizing per pricing page

**3.1.12 Pull Over V-Neck Sweater (Fechheimer Rib Knit  
Commando FEC910 or equal)**

- 3.1.12.1 Customization: None
- 3.1.12.2 Must be 65% non-piling Acrylic and 30% long
- 3.1.12.3 Must have forearm and elbow patches that are  
65% poly/35% cotton gabardine weave
- 3.1.12.4 Must have shoulder straps
- 3.1.12.5 Sizing per pricing page

**3.1.13 Men's Short Sleeve Polo Shirt (5.11 Snag-Free  
Performance Polo or equal)**

- 3.1.13.1 Customization: Embroidered logo on left chest  
(See Exhibit G)
- 3.1.13.2 Must be 6.5oz. polyester
- 3.1.13.3 Mic clips on shoulders and mic clip on the bottom  
of placket
- 3.1.13.4 Colors: Silver Tan, TDU Green, Green
- 3.1.13.5 Sizing per pricing page

**3.1.14 Women's Short Sleeve Polo Shirt (5.11 Snag-Free  
Performance Polo or equal)**

- 3.1.14.1 Customization: Embroidered logo on left chest  
(See Exhibit G)
- 3.1.14.2 Must be 6.5oz. polyester
- 3.1.14.3 Mic clips on shoulders and mic clip on the bottom  
of placket
- 3.1.14.4 Colors: Silver Tan, TDU Green, Green
- 3.1.14.5 Sizing per pricing page

**3.1.15 Men's Long Sleeve Twill Shirt (Tri-Mountain 770  
Professional or equal)**

- 3.1.15.1 Customization: Embroidered logo on left chest  
above pocket (See Exhibit G)
- 3.1.15.2 Must be 5.5oz. 60% cotton/40% polyester blend  
treated with fabric protector
- 3.1.15.3 Must feature button-down collar, two button cuff,



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yoke back, full size chest pocket with hidden inner  
pen pocket

3.1.15.4 Colors: Khaki, Forest Green

3.1.15.5 Sizing per pricing page

**3.1.16 Women's Long Sleeve Twill Shirt (Tri-Mountain 762  
Specialist or equal)**

3.1.16.1 Customization: Embroidered logo on left chest  
above pocket (See Exhibit G)

3.1.16.2 Must be 5.5 oz. 60% cotton/40% polyester blend  
treated with fabric protector

3.1.16.3 Must feature two-button cuff and yoke back

3.1.16.4 Colors: Khaki, Forest Green

3.1.16.5 Sizing per pricing page

**3.1.17 Men's Short Sleeve Twill Shirt (Tri-Mountain 718 or  
equal)**

3.1.17.1 Customization: Embroidered logo on left chest  
above pocket (See Exhibit G)

3.1.17.2 Must be minimum 4-6 oz. , 60% cotton/40% poly-  
ester twill

3.1.17.3 Must feature left chest pocket, button down collar

3.1.17.4 Colors: Khaki, Forest Green

3.1.17.5 Sizing per pricing page

**3.1.18 Women's Short Sleeve Twill Shirt (Tri-Mountain 711 or  
equal)**

3.1.18.1 Customization: Embroidered logo on left chest  
(See Exhibit G)

3.1.18.2 Must be minimum 4-6 oz. 60% cotton/40% poly-  
ester twill

3.1.18.3 Color: Khaki, Forest Green

3.1.18.4 Sizing: per pricing page

**3.1.19 Heavyweight Blend Long-Sleeve T-Shirt (Jerzee 29LSR  
or equal)**

3.1.19.1 Customization: Screen print logo on left chest  
(See Exhibit G)

3.1.19.2 Must be minimum 5.6oz. 50%Cotton/ 50%

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polyester pre-shrunk jersey knit

**3.1.19.3** Must feature seamless 1 x 1 rib collar with two-needle cover-stitching on front neck, shoulder to shoulder taping, rib cuffs with concealed seams, two needle hemmed sleeves and bottom

**3.1.19.4** Color: White, Forest Green, Khaki

**3.1.19.5** Sizing per pricing page

**3.1.20 Heavyweight Blend Short-Sleeve T-Shirt (Jerzee 29MPR or equal)**

**3.1.20.1** Customization: Screen print logo on left chest (See Exhibit G)

**3.1.20.2** Must be minimum 5.6 oz. 50% cotton/50% polyester pre-shrunk jersey knit

**3.1.20.3** Must feature seamless 1 x 1 rib collar with double needle stitched sleeves, shoulder to shoulder taping

**3.1.20.4** Color: White, Forest Green, Khaki

**3.1.20.5** Sizing per pricing page

**3.1.21 Men's Class A Uniform Pants (Dickies Original 874 work pant or equal)**

**3.1.21.1** Customization: None

**3.1.21.2** Fabric: 65% Polyester / 35% cotton

**3.1.21.3** Minimum four pockets

**3.1.21.4** Color: Hunter Green

**3.1.21.5** Sizing per pricing page

**3.1.22 Women's Class A Uniform Pants (Dickies Original 774 work pant or equal)**

**3.1.22.1** Customization: None

**3.1.22.2** Fabric: 65% Polyester / 35% Cotton

**3.1.22.3** Minimum four pockets

**3.1.22.4** Color: Hunter Green

**3.1.22.6** Sizing per pricing page

**3.1.23 Men's/Women's Tactical Pants (5.11® Stryke Pants with Flex-Tac® or equal)**

**3.1.23.1** Customization: None

**3.1.23.2** Teflon® or equal, coating for stain and soil Resistance

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**3.1.23.3** Must feature double knee with knee pad access inside

**3.1.23.4** Low profile cargo pockets, ergonomic design

**3.1.23.5** Badge holders on front belt loops

**3.1.23.6** Patented multi-use cargo pockets

**3.1.23.7** Locking side zipper

**3.1.23.8** Color: Olive Drab, Khaki

**3.1.23.9** Sizing per pricing page

**3.1.23.10** Successful vendor must provide sample for agency approval

**3.1.24 Men's/Women's Tactical Pants (Tru-Spec® 24-7 Tactical Pants or equal)**

**3.1.24.1** Customization: None

**3.1.24.2** Must be minimum 6.5 oz. 65% polyester, 35% cotton rip-stop with stain resistant Teflon®, or equal coating

**3.1.24.3** Reinforced knee with knee pad pockets

**3.1.24.4** Minimum 14 pockets including 2 cargo pockets with 2 mag pockets in each, external cell phone/mag pockets on both legs, 2 extra deep front slash pockets, 4 expandable rear pockets and a knife/accessory pocket on each side

**3.1.24.5** Color: Olive Drab, Khaki

**3.1.24.6** Sizing per pricing page

**3.1.24.7** Successful vendor must provide sample for agency approval within 30 days of contract award.

**3.1.25 Coveralls (Carhartt Duck Coverall X02 or equal)**

**3.1.25.1** Customization: None

**3.1.25.2** Minimum 12 oz. 100% cotton brown duck, water-repellent fabric

**3.1.25.3** Should feature corduroy top collar

**3.1.25.4** Lining: 100% quilted polyester

**3.1.25.5** Two-way zipper front featuring a wind flap with snap closure\

**3.1.25.6** Two chest pockets with velcro closures

**3.1.25.7** Two-way leg zippers that open to the waist with protective wind flaps and snap closures

**3.1.25.8** Rib-knit storm cuffs

**3.1.25.9** Sizing per pricing page

**3.1.26 Bib Overalls (Carhartt R02 or equal)**

- 3.1.26.1 Customization: None
- 3.1.26.2 Minimum 12 oz. 100% brown cotton duck
- 3.1.26.3 4.4 oz. 100% Nylon quilted to polyester lining
- 3.1.26.4 Adjustable front elastic suspenders
- 3.1.26.5 Left leg hammer loop
- 3.1.26.6 Zipper fly
- 3.1.26.7 Ankle to knee leg zippers with protective wind flap
- 3.1.26.8 Triple stitched main seams
- 3.1.26.9 Sizing per pricing page

**3.1.27 Stocking Cap (Carhartt Watch Hat A18 or equal)**

- 3.1.27.1 100% Acrylic
- 3.1.27.2 Stretchable rib knit fabric
- 3.1.27.3 Color: Dark Green
- 3.1.27.4 Free size

**3.1.28 Polar Cap (Carhartt Bomber Cap A201 or equal)**

- 3.1.28.1 100% Nylon shell
- 3.1.28.2 Quilted Fleece Lining
- 3.1.28.3 Teflon® , or equal, water resistant finish
- 3.1.28.4 Velcro tabbed ear flaps
- 3.1.28.5 Color: Black
- 3.1.28.6 Free size

**3.1.29 Men's Blazer (Executive Apparel 1000 or equal)**

- 3.1.29.1 Customization: None
- 3.1.29.2 Fabric: Ultralux, or equal, 100% polyester
- 3.1.29.3 Lower patch pocket with flaps, top welt, 3 inside pockets
- 3.1.29.4 Simulated brass buttons
- 3.1.29.5 Color: Hunter Green
- 3.1.29.6 Sizing per pricing page

**3.1.30 Women's Blazer (Executive Apparel 2000 or equal)**

- 3.1.30.1 Customization: None
- 3.1.30.2 Fabric: Ultralux, or equal 100% polyester
- 3.1.30.3 Patch pocket
- 3.1.30.4 Simulated brass buttons

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- 3.1.30.5 Color: Hunter Green
- 3.1.30.6 Sizing per pricing page

**3.1.31 Brimmed Ball Hat Six Panel (Otto Six Panel or equal)**

- 3.1.31.1 Customization: Embroidered logo (See Exhibit G)
- 3.1.31.2 Six panel low profile
- 3.1.31.3 Extra thick bill
- 3.1.31.4 Velcro adjustable cape
- 3.1.31.5 Color: Hunter Green
- 3.1.31.6 Free size

**3.1.32 Class A Hat (Stratton National Park Service Summer Dress Hat #44db or equal)**

- 3.1.32.1 Customization: None
- 3.1.32.2 Brim minimum 3" to 3.25" wide
- 3.1.32.3 Three pyramid stacked vent eyelets on each side of crown
- 3.1.32.4 No ribbon or brim and badge eyelet holes
- 3.1.32.5 Foam sweatband
- 3.1.32.6 Color: Tan
- 3.1.32.7 Sizing 6-1/2 to 7-7/8

**3.1.33 Emblems/Logo Patches**

- 3.1.33.1 All logo patches are to be sewn on both sleeves centered 1 inch down from the shoulder seam (See Exhibit F)
- 3.1.33.2 All emblem badge patches are to be sewn on left chest centered 3/4" over pocket (See Exhibit B1)
- 3.1.33.3 Forester emblems/badge patches available to all foresters (See Exhibit B1)
- 3.1.33.4 Investigator emblems/badge patches and Investigator logo patches will be ordered by the Forestry Investigator Specialist and only available to the person holding that position (See Exhibit B2 and H)
- 3.1.33.5 Successful vendor must provide sample for agency approval within 30 days of contract award.

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**3.1.34 Velcro Break-Away Neck Tie (Samuel Broome 455 or equal)**

- 3.1.34.1 Customization: None
- 3.1.34.2 Fabric: Wool polyester blend
- 3.1.34.3 Minimum 3.25" to maximum 3.5" wide
- 3.1.34.4 Must feature wrap around velcro backed style
- 3.1.34.5 Color: Forest green
- 3.1.34.6 Sizing per pricing page

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**3.1.35 Belts**

- 3.1.35.1 Customization: None
- 3.1.35.2 Brass buckle with silver tone
- 3.1.35.3 Heavy duty top grain leather
- 3.1.35.4 Color: Black or brown
- 3.1.35.5 Width: Minimum 1" to maximum 1-1/2"
- 3.1.35.6 Sizing: Minimum 28" to 58"

**3.1.36 Name Plates (Reeves 08LE or equal)**

- 3.1.36.1 Minimum 1/2" to 5/8" high
- 3.1.36.2 Minimum 2-1/2" to 2-5/8" wide
- 3.1.36.3 Silver plating
- 3.1.36.4 Satin finish
- 3.1.36.5 Black lettering
- 3.1.36.6 Engraved with SL513 Portuguese font or equal
- 3.1.36.7 Clutch back
- 3.1.36.8 See Exhibit C

**3.1.37 Badges with State Seal and Number (Blackinton B-691 Rhodium or equal)**

- 3.1.37.1 Engraved with "West Virginia" at top
- 3.1.37.2 Engraved with "Division of Forestry" in the lower half
- 3.1.37.3 Badge will have a 3 or 4 digit number at the bottom
- 3.1.37.4 Badge will include full color state seal with black rim and blue sky
- 3.1.37.5 See Exhibit D

**3.1.38 Name Patch**

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3.1.38.1 Patch 5-1/2" w x 1" h

3.1.38.2 Lettering 3/4" to 1"

**3.1.39 Embroidered/Silk Screen Logo**

3.1.39.1 Logo is 3" at widest point and 3-1/2" at tallest point

3.1.39.2 Logo must be available embroidered onto certain uniform items as in specifications

3.1.39.3 Logo must be available in silk screen form for certain uniform items as in specifications

**4 CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by completing the unit price and extended price for each line item on Exhibit A. + sizing on the pricing page refer to extended sizes. Vendor should complete the contact information and sign the Pricing Page. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume 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.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. 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: [Jessica.S.Chambers@wv.gov](mailto:Jessica.S.Chambers@wv.gov).

**5 ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor

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**6.5 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.

**7 MISCELLANEOUS:**

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 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.
- 7.4 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.

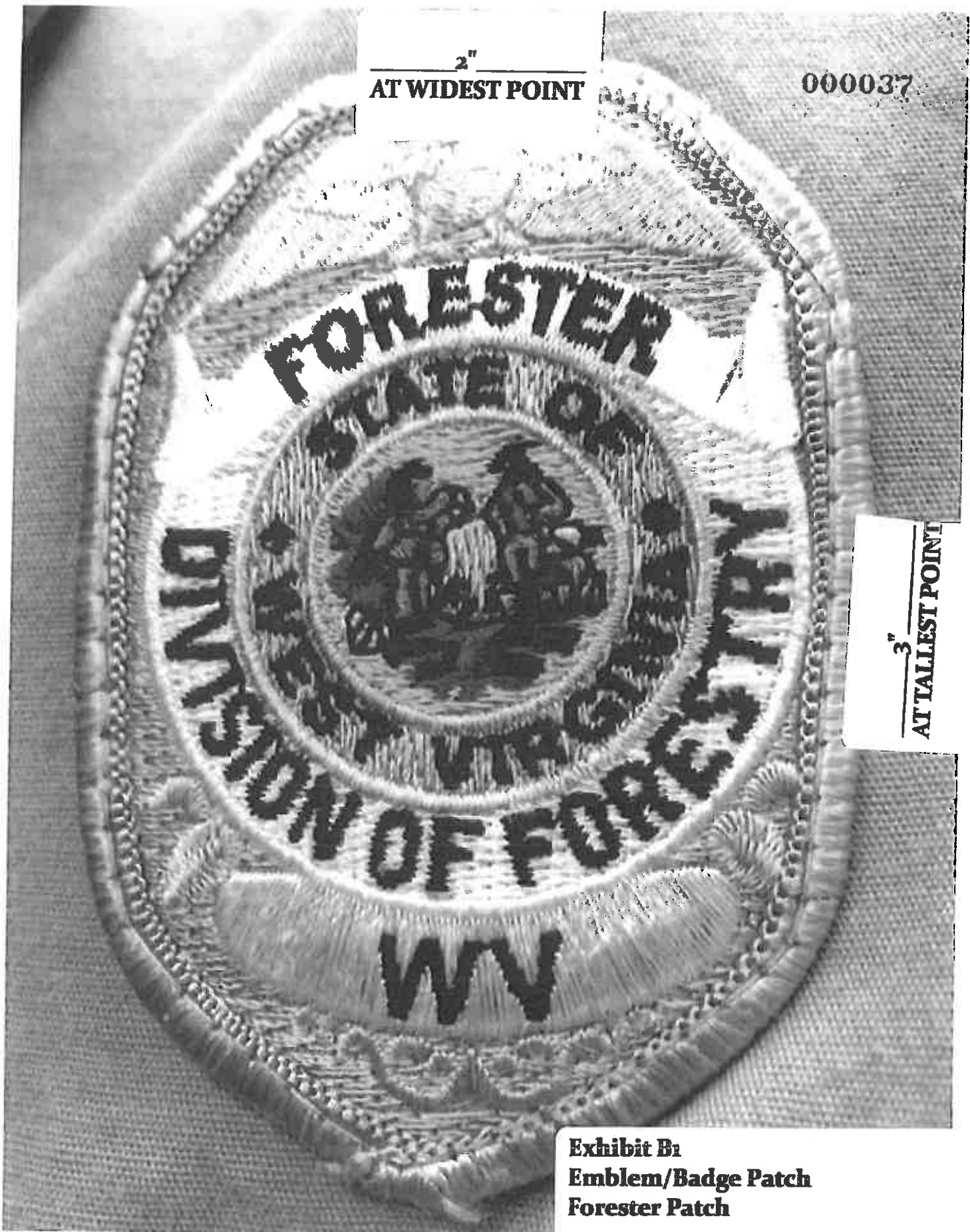
Contract Manager: Ryan Westelman  
Telephone Number: 324 766 7760  
Fax Number: 304 382 0406  
Email Address: ryan@apbranded.com



2"  
AT WIDEST POINT

000037

3"  
AT TALLEST POINT



**Exhibit B1**  
**Emblem/Badge Patch**  
**Forester Patch**

2"  
AT WIDEST POINT

000038

3"  
AT TALLEST POINT

**Exhibit B2**  
**Emblem/Badge Patch**  
**Investigator Patch**

WOODRUFF

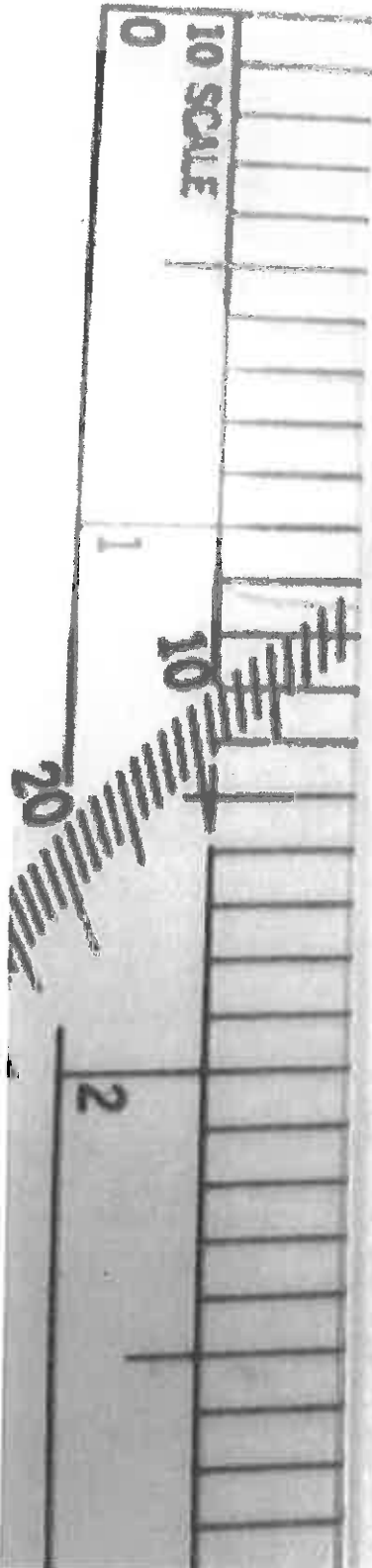
2-1/2"

OBLE

1/4"

Exhibit C  
Name Plate

000040



1-1/4"

1-13/16"

**Exhibit D - Badge**



000041

**J. JONES**

5-1/2"

**Exhibit E - Name Patch**

3-3/4"

NO BLACK BACKGROUND



4"

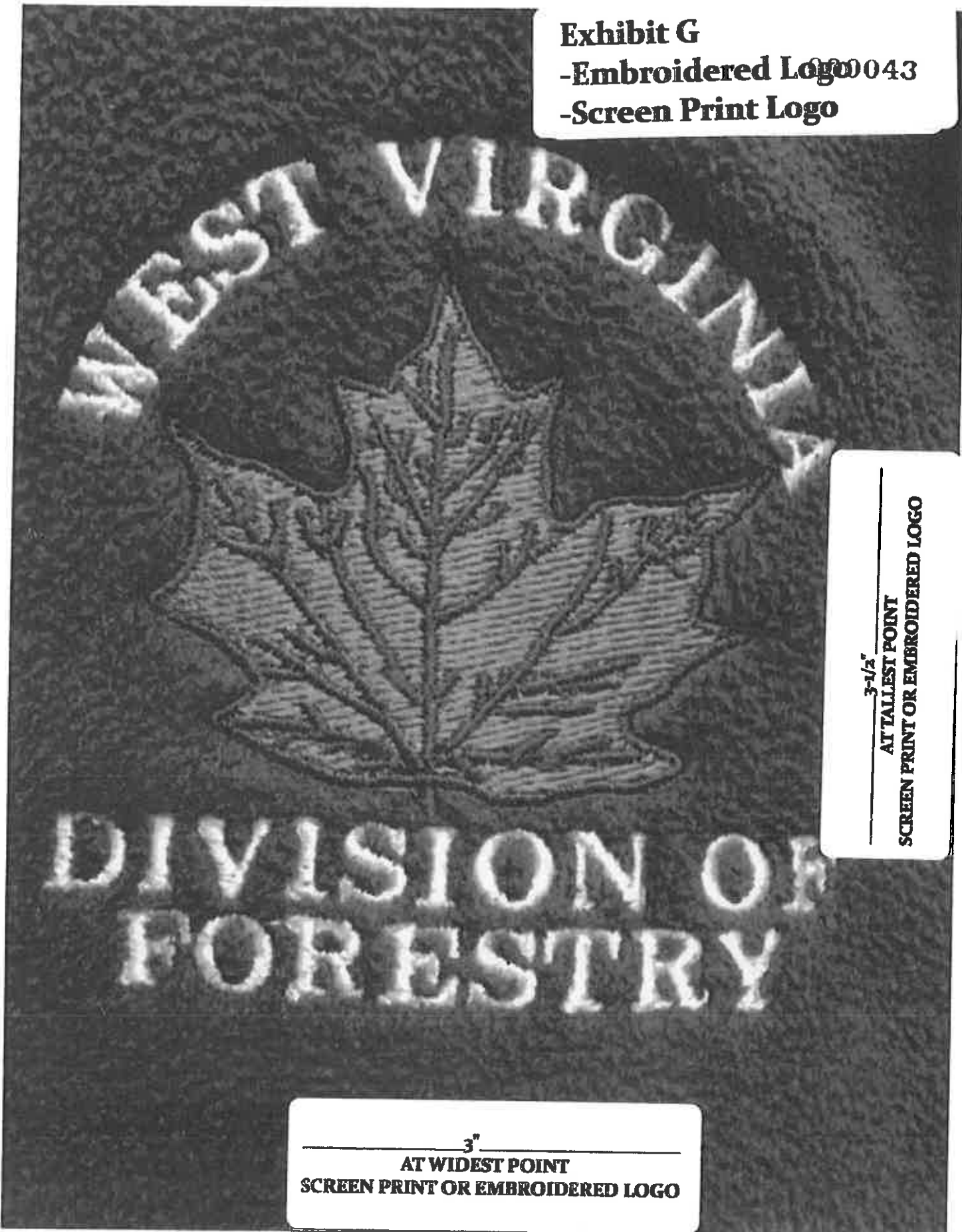
000042

Exhibit F - Logo Patch

**Exhibit G**

**-Embroidered Logo 00043**

**-Screen Print Logo**



**3-1/2"**

**AT TALLEST POINT**

**SCREEN PRINT OR EMBROIDERED LOGO**

**3"**

**AT WIDEST POINT**

**SCREEN PRINT OR EMBROIDERED LOGO**

**Exhibit H  
Logo Patch  
Investigator**

000044

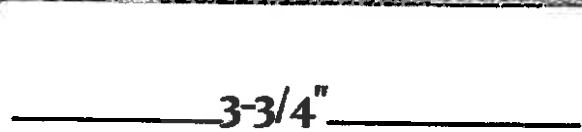
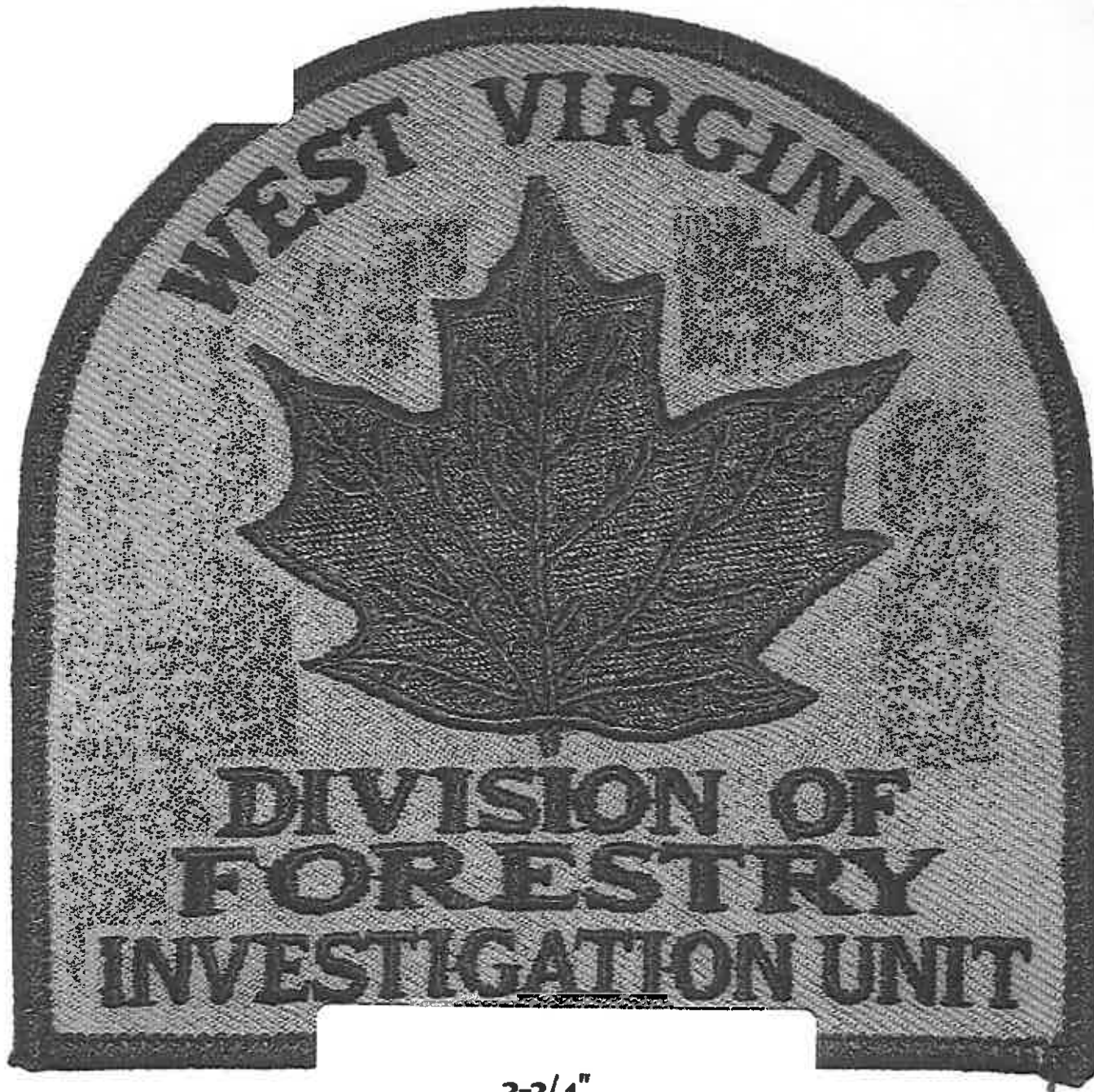




Exhibit A  
Pricing Page

000047

Item #	Item RFQ	Description	Or Equal Manufacturer	Size	UOM	Unit Price	Est. Quant.	Ext. Cost			
1	3.1	Hooded Waterproof Jacket	Viking Wear Item#: 3305J	XS	EA	N/A	2	\$0.00			
		Wall 32184 or Equal		S	EA	60.00	5	\$0.00			
				M	EA	60.00	10	\$0.00			
				L	EA	60.00	10	\$0.00			
				XL	EA	60.00	10	\$0.00			
				2XL	EA	62.25	5	\$0.00			
				3XL	EA	62.25	2	\$0.00			
				4XL	EA	62.25	2	\$0.00			
				5XL	EA	N/A	2	\$0.00			
		2		3.1.2	Waterproof Pants	Viking Wear Item#: 3305P	XS	EA	N/A	2	\$0.00
Walis 58105 or Equal	S		EA		54.75		2	\$0.00			
	M		EA		54.75		5	\$0.00			
	L		EA		54.75		10	\$0.00			
	XL		EA		54.75		10	\$0.00			
	2XL		EA		56.45		10	\$0.00			
	3XL		EA		56.45		5	\$0.00			
	4XL		EA		56.45		2	\$0.00			
	5XL		EA		N/A		2	\$0.00			
3	3.1.3		4 in 1 Waterproof Jacket with Zip Out Liner		5.11 Tactical Item#: JA487 Galls Item#: HS370		XS	EA	N/A	4	\$0.00
		5.11 Tactical 48027 or equal	S	EA		432.50	5	\$0.00			
			M	EA		432.50	5	\$0.00			
			L	EA		432.50	5	\$0.00			
			XL	EA		432.50	5	\$0.00			
			2XL	EA		437.85	5	\$0.00			
			3XL	EA		452.35	5	\$0.00			
		4	3.1.4	Blanket Lined Jacket		Carhartt Item#: J97	SR	EA	107.00	2	\$0.00
				Carhartt J-97 or equal			MR	EA	107.00	5	\$0.00
							LR	EA	107.00	10	\$0.00
	LT			EA	112.00		10	\$0.00			
	XLR			EA	107.00		10	\$0.00			
	XLT			EA	112.00		10	\$0.00			
	2XLR			EA	107.00		10	\$0.00			

Exhibit A  
Pricing Page

000048

				2XLT	EA	112. <sup>00</sup>	5	\$0.00
				3XLR	EA	112. <sup>00</sup>	2	\$0.00
				3XLT	EA	112. <sup>00</sup>	2	\$0.00
				4XLT	EA	112. <sup>00</sup>	2	\$0.00
5	3.1.5	Hooded Pullover Sweatshirt - Carhartt K184 or equal	Carhartt Item#: 100615	S	EA	69.70	2	\$0.00
				M	EA	69.70	4	\$0.00
				L	EA	69.70	10	\$0.00
				XL	EA	69.70	10	\$0.00
				2XL	EA	69.70	10	\$0.00
				3XL	EA	74.70	5	\$0.00
				4XL	EA	74.70	2	\$0.00
6	3.1.6	Men's Long Sleeve Uniform Shirt-Flying Cross 35WS414 or equal	Flying Cross Item#: SH018	14-1/2	EA	88.50	2	\$0.00
				15	EA	88.50	2	\$0.00
				15-1/2	EA	88.50	5	\$0.00
				16	EA	88.50	5	\$0.00
				16-1/2	EA	88.50	5	\$0.00
				17	EA	88.50	5	\$0.00
				17-1/2	EA	88.50	5	\$0.00
				18	EA	88.50	5	\$0.00
				18-1/2	EA	88.50	5	\$0.00
				19	EA	88.50	5	\$0.00
				20	EA	88.50	5	\$0.00
				*Based on neck size				\$0.00
7	3.1.7	Women's Long Sleeve Uniform Shirt-Flying Cross 1265414 or equal	Flying Cross Item#: SH048	30	EA	88.50	2	\$0.00
				32	EA	88.50	2	\$0.00
				34	EA	88.50	2	\$0.00
				36	EA	88.50	5	\$0.00
				38	EA	88.50	5	\$0.00
				40	EA	88.50	5	\$0.00
				42	EA	88.50	5	\$0.00
				44	EA	88.50	5	\$0.00
				46	EA	88.50	5	\$0.00
				48	EA	88.50	5	\$0.00
				50	EA	88.50	2	\$0.00

8	3.1.8	Men's Short Sleeve Uniform Shirt - Flying Cross 85R5414 or equal	Flying Cross Item#: SH020	52	EA	88.50	2	\$0.00				
				14-1/2	EA	78.00	2	\$0.00				
				15	EA	78.00	5	\$0.00				
				15-1/2	EA	78.00	5	\$0.00				
				16	EA	78.00	5	\$0.00				
				16-1/2	EA	78.00	5	\$0.00				
				17	EA	78.00	5	\$0.00				
				18	EA	78.00	5	\$0.00				
				18-1/2	EA	78.00	2	\$0.00				
				19	EA	78.00	2	\$0.00				
				20	EA	78.00	2	\$0.00				
				9	3.1.9	Women's Short Sleeve Uniform Shirt - Flying Cross 176R5414 or equal	Flying Cross Item#: SH047	28	EA	78.00	2	\$0.00
								30	EA	78.00	2	\$0.00
32	EA	78.00	2					\$0.00				
34	EA	78.00	2					\$0.00				
36	EA	78.00	2					\$0.00				
38	EA	78.00	2					\$0.00				
40	EA	78.00	2					\$0.00				
42	EA	78.00	2					\$0.00				
44	EA	78.00	2					\$0.00				
46	EA	78.00	2					\$0.00				
48	EA	78.00	2					\$0.00				
10	3.1.10	Men's Long Sleeve Lightweight Tactical Ripstop Shirt Propper SR822 or equal	Propper Item#: F5312					14-1/2	EA	72.50	2	\$0.00
								15	EA	72.50	2	\$0.00
				15-1/2	EA	72.50	5	\$0.00				
				16	EA	72.50	5	\$0.00				
				16-1/2	EA	72.50	5	\$0.00				
				17	EA	72.50	5	\$0.00				
				17-1/2	EA	72.50	5	\$0.00				
				18	EA	72.50	5	\$0.00				
				18-1/2	EA	72.50	5	\$0.00				
				19	EA	72.50	5	\$0.00				
				20	EA	72.50	5	\$0.00				
				*Based on neck size								
				\$0.00								

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11	3.1.11	Men's Short Sleeve Lightweight Tactical Ripstop Shirt Propper F5311 or equal	Propper Item#: F5311	14-1/2	EA	71.00	2	\$0.00
				15	EA	71.00	5	\$0.00
				15-1/2	EA	71.00	5	\$0.00
				16	EA	71.00	5	\$0.00
				16-1/2	EA	71.00	5	\$0.00
				17	EA	71.00	5	\$0.00
				17-1/2	EA	71.00	5	\$0.00
				18	EA	71.00	5	\$0.00
				18-1/2	EA	71.00	5	\$0.00
				19	EA	71.00	5	\$0.00
				20	EA	71.00	5	\$0.00
12	3.1.12	Pull Over V-Neck Sweater Fechheimer Rib Knit Commando FEC910 or equal	Galls Item#: SW665	*Based on neck size				\$0.00
				S	EA	73.00	2	\$0.00
				M	EA	73.00	4	\$0.00
				L	EA	73.00	4	\$0.00
				XL	EA	73.00	4	\$0.00
				2XL	EA	73.00	2	\$0.00
				3XL	EA	73.00	2	\$0.00
13	3.1.13	Men's Short Sleeve Polo Shirt 5.11 Snag-Free Performance Polo or equal	5.11 Tactical Item#: SW724	S	EA	85.00	2	\$0.00
				M	EA	85.00	5	\$0.00
				L	EA	85.00	5	\$0.00
				XL	EA	85.00	5	\$0.00
				2XL	EA	85.00	5	\$0.00
				3XL	EA	85.00	5	\$0.00
				14	3.1.14	Women's Short Sleeve Polo Shirt 5.11 Snag-Free Performance Polo or equal	5.11 Tactical Item#: SW993	S
M	EA	85.00	2					\$0.00
L	EA	85.00	2					\$0.00
XL	EA	85.00	2					\$0.00
2XL	EA	85.00	2					\$0.00
15	3.1.15	Men's Long Sleeve Twill Shirt Tri-Mountain 770 Professional or equal	Tri-Mountain Item#: 770					SR
				MR	EA	47.60	2	\$0.00
				LR	EA	47.60	2	\$0.00
				XLR	EA	47.60	5	\$0.00
				2XLR	EA	49.25	5	\$0.00

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				3XLR	EA	51.00	5	\$0.00
				4XLR	EA	52.60	5	\$0.00
				XLT	EA	51.00	5	\$0.00
				2XLT	EA	52.60	5	\$0.00
				3XLT	EA	54.25	5	\$0.00
				4XLT	EA	56.00	2	\$0.00
16	3.1.16	Women's Long Sleeve Twill Shirt Tri-Mountain 772 Specialist or equal	Tri-Mountain Item#: 762	XS	EA	47.60	2	\$0.00
				S	EA	47.60	2	\$0.00
				M	EA	47.60	2	\$0.00
				L	EA	47.60	2	\$0.00
				XL	EA	47.60	2	\$0.00
				2XL	EA	49.25	2	\$0.00
				3XL	EA	51.00	2	\$0.00
17	3.1.17	Men's Short Sleeve Twill Shirt Tri-Mountain 718 or equal	Tri-Mountain Item#: 718	SR	EA	43.85	2	\$0.00
				MR	EA	43.85	2	\$0.00
				LR	EA	43.85	5	\$0.00
				XLR	EA	43.85	5	\$0.00
				2XLR	EA	45.50	5	\$0.00
				3XLR	EA	47.20	5	\$0.00
				4XLR	EA	48.85	5	\$0.00
				XLT	EA	47.20	5	\$0.00
				2XLT	EA	48.85	4	\$0.00
				3XLT	EA	50.50	4	\$0.00
				4XLT	EA	52.20	4	\$0.00
18	3.1.18	Women's Short Sleeve Twill Shirt Tri-Mountain 711 or equal	Tri-Mountain Item#: 711	XS	EA	43.85	2	\$0.00
				S	EA	43.85	2	\$0.00
				M	EA	43.85	2	\$0.00
				L	EA	43.85	2	\$0.00
				XL	EA	43.85	2	\$0.00
				2XL	EA	45.50	2	\$0.00
19	3.1.19	Heavyweight Blend Long-Sleeve T-Shirt Jerzee 29LSR or equal	Jerzee's Item#: 29LS	S	EA	16.40	2	\$0.00
				M	EA	16.40	4	\$0.00
				L	EA	16.40	4	\$0.00
				XL	EA	16.40	4	\$0.00

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				2XL	EA	17.55	2	\$0.00
				3XL	EA	20.15	2	\$0.00
20	3.1.20	Heavyweight Blend Short-Sleeve T-Shirt Jerzee 20MPR or equal	Jerzees Item#: 29	S	EA	12.15	4	\$0.00
				M	EA	12.15	4	\$0.00
				L	EA	12.15	4	\$0.00
				XL	EA	12.15	4	\$0.00
				2XL	EA	15.15	4	\$0.00
				3XL	EA	17.40	4	\$0.00
21	3.1.21	Men's Class A Uniform Pants Dickies Original 874 Work Pants or equal	Dickies Item#: 874  *Note: The color Hunter Green is only offered in sizes 30-44.*	28	EA	26.00	2	\$0.00
				30	EA	26.00	2	\$0.00
				32	EA	26.00	2	\$0.00
				34	EA	26.00	2	\$0.00
				36	EA	26.00	2	\$0.00
				38	EA	26.00	4	\$0.00
				40	EA	26.00	4	\$0.00
				42	EA	26.00	4	\$0.00
				44	EA	26.00	4	\$0.00
				46	EA	31.00	4	\$0.00
				48	EA	31.00	4	\$0.00
				50	EA	31.00	4	\$0.00
				52	EA	31.00	4	\$0.00
				54	EA	31.00	4	\$0.00
				56	EA	31.00	4	\$0.00
				58	EA	31.00	4	\$0.00
				60	EA	N/A	4	\$0.00
				*Waist size, even lengths				\$0.00
22	3.1.22	Women's Class A Uniform Pants Dickies Original 774 Work Pants or equal	Dickies Item#: 774  *Note: Only available in Black, Navy, Khaki.*	2	EA	26.00	2	\$0.00
				4	EA	26.00	2	\$0.00
				6	EA	26.00	2	\$0.00
				8	EA	26.00	2	\$0.00
				10	EA	26.00	2	\$0.00
				12	EA	26.00	2	\$0.00
				14	EA	26.00	2	\$0.00
				16	EA	26.00	2	\$0.00

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				18	EA	28.45	2	\$0.00
				20	EA	28.45	2	\$0.00
				22	EA	28.45	2	\$0.00
				24	EA	28.45	2	\$0.00
				26	EA	N/A	2	\$0.00
				Even lengths			2	\$0.00
23	3.1.23	Men's/Women's Tactical Pants 5.11 Stryke Pants with Flex-Tac or equal	5.11 Tactical Item#: TR 909 Men's	Men's Waist (30-36 inch inseam, even length)				\$0.00
				28	EA	110.00	3	\$0.00
				30	EA	110.00	4	\$0.00
				32	EA	110.00	4	\$0.00
				34	EA	110.00	4	\$0.00
				36	EA	110.00	4	\$0.00
				38	EA	110.00	4	\$0.00
				40	EA	110.00	4	\$0.00
				42	EA	110.00	4	\$0.00
				44	EA	110.00	2	\$0.00
			5.11 Tactical Item#: TR 980 Women's	Women's (Regular/Long inseam)				\$0.00
				2	EA	110.00	2	\$0.00
				4	EA	110.00	2	\$0.00
				6	EA	110.00	2	\$0.00
				8	EA	110.00	2	\$0.00
				10	EA	110.00	2	\$0.00
				12	EA	110.00	2	\$0.00
				14	EA	110.00	2	\$0.00
				16	EA	110.00	2	\$0.00
				18	EA	110.00	2	\$0.00
				20	EA	110.00	2	\$0.00
24	3.1.24	Men's/Women's Tactical Pants Tru-Spec 24-7 Tactical Pants or equal	Tru-Spec Item#: TR 549 Men's	Men's Waist (30-36 inch inseam, even length)				\$0.00
				28	EA	78.00	3	\$0.00
				30	EA	78.00	3	\$0.00
				32	EA	78.00	3	\$0.00
				34	EA	78.00	3	\$0.00
				36	EA	78.00	3	\$0.00
				38	EA	78.00	3	\$0.00

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				40	EA	78.00	3	\$0.00
				42	EA	78.00	3	\$0.00
				44	EA	78.00	3	\$0.00
			Tru-Spec Item#: TR625 Women's	Women's (Regular/Long inseam)				\$0.00
				2	EA	70.55	2	\$0.00
				4	EA	70.55	2	\$0.00
				6	EA	70.55	2	\$0.00
				8	EA	70.55	2	\$0.00
				10	EA	70.55	2	\$0.00
				12	EA	70.55	2	\$0.00
				14	EA	70.55	2	\$0.00
				16	EA	70.85	2	\$0.00
				18	EA	70.55	2	\$0.00
				20	EA	70.55	2	\$0.00
25	3.1.25	Coveralls Carhartt Duck Coverall X02 or equal	Carhartt Item#: X01	36S	EA	119.70	2	\$0.00
				38S	EA	119.70	3	\$0.00
				40S	EA	119.70	3	\$0.00
				42S	EA	119.70	3	\$0.00
				44S	EA	119.70	3	\$0.00
				46S	EA	119.70	3	\$0.00
				48S	EA	119.70	3	\$0.00
				50S	EA	119.70	3	\$0.00
				52S	EA	128.00	3	\$0.00
				54S	EA	128.00	3	\$0.00
				34R	EA	119.70	3	\$0.00
				36R	EA	119.70	3	\$0.00
				38R	EA	119.70	3	\$0.00
				40R	EA	119.70	3	\$0.00
				42R	EA	119.70	3	\$0.00
				44R	EA	119.70	3	\$0.00
				46R	EA	119.70	3	\$0.00
				48R	EA	119.70	3	\$0.00
				50R	EA	119.70	3	\$0.00
				52R	EA	128.00	3	\$0.00



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				54R	EA	128.00	3	\$0.00
				56R	EA	128.00	3	\$0.00
				58R	EA	128.00	3	\$0.00
				38T	EA	128.00	3	\$0.00
				40T	EA	128.00	3	\$0.00
				42T	EA	128.00	3	\$0.00
				44T	EA	128.00	3	\$0.00
				46T	EA	128.00	3	\$0.00
				48T	EA	128.00	3	\$0.00
				50T	EA	128.00	3	\$0.00
				52T	EA	128.00	3	\$0.00
				54T	EA	128.00	3	\$0.00
26	3.1.26	Bib Overalls Carhartt R02 or equal	Carhartt Item#: R41  Waist 30-50: \$98.85 Waist 52-58: \$107.25  Inseams: 28-36 *Note: Not all inseam sizes are available in all waist sizes.*	36S	EA		3	\$0.00
				38S	EA		3	\$0.00
				40S	EA		3	\$0.00
				42S	EA		3	\$0.00
				44S	EA		3	\$0.00
				46S	EA		3	\$0.00
				48S	EA		3	\$0.00
				50S	EA		3	\$0.00
				52S	EA		3	\$0.00
				54S	EA		3	\$0.00
				34R	EA		3	\$0.00
				36R	EA		3	\$0.00
				38R	EA		3	\$0.00
				40R	EA		3	\$0.00
				42R	EA		3	\$0.00
				44R	EA		3	\$0.00
				46R	EA		3	\$0.00
				48R	EA		3	\$0.00
				50R	EA		3	\$0.00
				52R	EA		3	\$0.00
				54R	EA		3	\$0.00
				56R	EA		2	\$0.00



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6.00

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33	3.1.33	Emblem/Logo Patch		No size	EA	<del>12.50</del>	40	\$0.00
34	3.1.34	Velcro Break-Away Neck Tie Samuel Broome 455 or equal	Samuel Broome #s: 45124, 45100 45120	Women 14"	EA	12.50	5	\$0.00
				Men's 18"	EA	12.50	5	\$0.00
				Men's 20"	EA	12.50	5	\$0.00
35	3.1.35	Belts	Samuel Broome #6630	Belts	EA	14.00	20	\$0.00
36	3.1.36	Name Plates - Reeves 08LE or equal	Badge Bars # Metal 50K	Name Plates	EA	9.00	30	\$0.00
37	3.1.37	Badges with State Seal and and Number Blackinton B-691 Rhodium or equal	Minimum order quantity is 100	Badges	EA	14.00	40	\$0.00
38	3.1.38	Name Patch		Patches	EA	11.45	40	\$0.00
39	3.1.39	Embroidered Logo		Logo	EA	12.50	40	\$0.00
		Silk Screen Logo		Logo	EA	6.00	20	\$0.00
<b>TOTAL COST</b>								<b>\$0.00</b>

\*Estimated quantities are for evaluation purposes These quantities will not reflect future orders.

Overall low bid successful vendor will be awarded the contract.

Please complete the information below:

Vendor Name: Artistic Promotions DBA AP Branded Solutions

Vendor Address: 2306 Charles Avenue Dunbar WV 25064

Vendor Phone: 304 766 7760

Vendor Fax: 304 382 0406

Vendor Representative: Ryan Westerman (Print)

Vendor Representative:  (Signature)

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Artistic Promotions</b>		
	2 Business name/disregarded entity name, if different from above <b>DBA AP Branded Solutions</b>		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>S</b> <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) <b>2306 Charles Avenue</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Dunbar, WV 25064</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>								
or								
<b>Employer identification number</b>								
3	1	-	1	5	4	4	9	03

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>3/23/16</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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Certification and application is hereby made for Preference in accordance with *West Virginia Code, §5A-3-37*. (Does not apply to construction contracts). *West Virginia Code, §5A-3-37*, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4.  Application is made for 5% vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5.  Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6.  Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code §5A-3-59* and *West Virginia Code of State Rules*.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Artistic Promotions / Ryan Westerman Signed: [Signature]  
Date: 3/22/16 Title: President

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

# PURCHASING AFFIDAVIT

**MANDATE:** 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 exceeds 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 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: \_\_\_\_\_

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

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

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

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

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

**AFFIX SEAL HERE**

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