




The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 7

 List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1737356

Procurement Type: Central Master Agreement

Vendor ID: 000000165660



Legal Name: SERVICEWEAR APPAREL INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 09/03/2025



Response Time: 15:13

Responded By User ID: ServiceWear



First Name: Richard

Last Name: Reeves

Email: info@servicewearapparel.coi

Phone: 6158505441

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2600000010

Published Date: 8/21/25

Close Date: 9/4/25

Close Time: 13:30

Status: Closed

Solicitation Description: WVD0H High-Visibility Uniforms

Total of Header Attachments: 7

Total of All Attachments: 7



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

State of West Virginia
Solicitation Response

Proc Folder: 1737356
Solicitation Description: WVDOT High-Visibility Uniforms
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-09-04 13:30	SR 0803 ESR08282500000001394	1

VENDOR
000000165660
SERVICEWEAR APPAREL INC

Solicitation Number: CRFQ 0803 DOT2600000010
Total Bid: 0
Response Date: 2025-09-03
Response Time: 15:13:28
Comments:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	ANSI Class 2 High Vis Short Sleeve T-Shirt (Lime)	0.00000	EA	36.360000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments: Non-stock size, vendor lead time 8-10 weeks

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	ANSI Class 2 High Vis Short-SL Button Down Work Shirt (Lime)	0.00000	EA	56.160000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments: Non-stock size, vendor lead time 8-10 weeks
*Small not available, does not meet ANSI Class 2

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	ANSI Class 2 High Vis Long-SL Button Down Work Shirt (Lime)	0.00000	EA	57.890000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments: Non-stock size, vendor lead time 8-10 weeks
*Small not available, does not meet ANSI Class 2

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Enhanced Vis Short-SL Button Down Work Shirt (Navy)	0.00000	EA	47.380000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments: *Non-stock size, vendor lead time 8-10 weeks
*S-M TALL non-stock size, vendor lead time 8-10 weeks
*3XL-4XL TALL non-stock size, vendor lead time 8-10 weeks

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Enhanced Visibility Long-SL Button Down Work Shirt	0.00000	EA	50.580000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments: *Non-stock size, vendor lead time 8-10 weeks
*S-M TALL non-stock size, vendor lead time 8-10 weeks
*3XL-4XL TALL non-stock size, vendor lead time 8-10 weeks

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	ANSI Class 2 High Vis 3-Season Hip Jacket (Lime)	0.00000	EA	96.990000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments: *Small is non-stock size, vendor lead time 8-10 weeks
*Non-stock size, vendor lead time 8-10 weeks
*S-M are non-stock sizes, vendor lead time 8-10 weeks

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Enhanced Visibility Denim Work Pants - Men's Cut	0.00000	EA	32.710000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Enhanced Visibility Denim Work Pants - Women's Cut	0.00000	EA	45.070000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments: *Sizes 24-26 are non-stocks, vendor lead time 8-10 weeks

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Enhanced Vis Cotton Work Pants - Men's Cut	0.00000	EA	44.360000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments: *28 is non-stock, vendor lead time 8-10 weeks
*58 is non-stock, vendor lead time 8-10 weeks
*Non-stock size, vendor lead time 8-10 weeks

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Enhanced Vis Cotton Work Pants - Women's Cut	0.00000	EA	52.180000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments: *Size 26 is non-stock, vendor lead time 8-10 weeks

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Enhanced Vis Cargo Pants - Men's Cut	0.00000	EA	40.630000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments: *Non-stock size, vendor lead time 8-10 weeks

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Enhanced Vis Cargo Pants - Women's Cut	0.00000	EA	52.790000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments: *Non-stock size, vendor lead time 8-10 weeks

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Enhanced Vis Unlined Flame-Resistant Coveralls	0.00000	EA	122.890000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments: *Only has left chest pocket
 *38-40 are non-stock sizes, vendor lead time is 8-10 weeks
 *Non-stock size, vendor lead time 8-10 weeks

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Enhanced Vis Unlined Denim Bib-Overalls	0.00000	EA	49.260000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments:

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	ANSI Class 3 High Vis Vests with Front Zipper & Sleeves	0.00000	EA	40.230000	0.00

Comm Code	Manufacturer	Specification	Model #
53102700			

Commodity Line Comments: *Non-stock size, vendor lead time 8-10 weeks
*Small not available, does not meet ANSI Class 3

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

Vendor Instructions: Vendor shall provide a bid price for each Contract Item listed below. Failure to provide a bid price for every Contract Item listed will result in the Vendor's bid being disqualified. Application of the WVDOR Identification Logo Patch must be fastened into all shirts, jackets and bib-oversalls as per Section 3.3.3. Estimates are provided to represent the approximate volume of anticipated Contract Items for one district only. No future use of this contract or any individual item is guaranteed or implied.

VENDOR NAME:

Contract Item #	District	Item Description & Adult Sizes	UOM	Unit Bid Price	Customization Price	Extended Price	Extended Total	Comments
1	EM	ANSI Class 2 High-Visibility Short Sleeve T-Shirt (Section 3.3.4.1) Lime Yellow, 100% Polyester, Left Chest Pocket Vendor's Billing System Description: SYC24HV w/ Added Patch EM NV B12 UUF EMRZWN S_WVDOR	-----	-----			-----	
	70	Small - XL	Ea	\$ 24.41	\$ 9.99	\$ 34.36	\$ 2,405.20	
	50	2XL - 4XL	Ea	\$ 24.41	\$ 9.99	\$ 34.36	\$ 1,718.00	
	5	5XL - 6XL	Ea	\$ 24.41	\$ 9.99	\$ 34.36	\$ 171.80	
	5	7XL - 8XL	Ea	\$ 24.41	\$ 9.99	\$ 34.36	\$ 171.80	
	20	Small - XL TailLong	Ea	\$ 24.41	\$ 9.99	\$ 34.36	\$ 687.20	
	20	2XL - 4XL TailLong	Ea	\$ 24.41	\$ 9.99	\$ 34.36	\$ 687.20	
	5	5XL - 6XL TailLong	Ea	\$ 24.41	\$ 9.99	\$ 34.36	\$ 171.80	
	5	7XL - 8XL TailLong	Ea	\$ 24.41	\$ 9.99	\$ 34.36	\$ 171.80	
		ANSI Class 2 High-Visibility Long Sleeve Button Down Work Shirt (Section 3.3.4.2) Lime Yellow, 100% Polyester, 40% Polyester and 60% Cotton, 3.5 oz and 5.5 oz weight	-----	-----			-----	
2	EM	SYC24HV w/ Added Patch EM NV B12 UUF EMRZWN S_WVDOR	-----	-----			-----	
	600	Small - XL	Ea	\$ 56.16	\$ 9.99	\$ 66.15	\$ 33,695.00	
	200	2XL - 4XL	Ea	\$ 56.16	\$ 9.99	\$ 66.15	\$ 11,232.00	
	20	5XL - 6XL	Ea	\$ 56.16	\$ 9.99	\$ 66.15	\$ 1,232.00	
	5	7XL - 8XL	Ea	\$ 56.16	\$ 9.99	\$ 66.15	\$ 280.80	
	100	Small - XL TailLong	Ea	\$ 56.16	\$ 9.99	\$ 66.15	\$ 5,616.00	
	60	2XL - 4XL TailLong	Ea	\$ 56.16	\$ 9.99	\$ 66.15	\$ 3,696.00	
	10	5XL - 6XL TailLong	Ea	\$ 56.16	\$ 9.99	\$ 66.15	\$ 561.60	
	5	7XL - 8XL TailLong	Ea	\$ 56.16	\$ 9.99	\$ 66.15	\$ 280.80	
		ANSI Class 2 High-Visibility Long Sleeve Button Down Work Shirt (Section 3.3.4.2) Lime Yellow,						

Questions

Do the items that I'll need the same on patch?
Confirm to me on patch - 1.0" is extremely small, recommend at least 2.0"
Will multiple options per line be evaluated if pricing and packaging is not managed?
Do the enhanced vis denim bib overalls (item #11) need a patch?
Is a patch wanted on the vest (item #12)?

VENDOR NAME:

Contract Item #	Quantity	Item Description & Adult Sizes	UOM	Unit Bid Price	Customization Price	Extended Price	Extended Total	Comments
5		SECTION 3.3.4.4 Patch EM, NV, RFL, LIT, BROWN, S, WYDOH	*****	*****			*****	
	70	Small - XL	Ea	\$ 49.53	\$ 0.00	\$ 3,467.10	\$ 3,467.10	
	70	2XL - 4XL	Ea	\$ 50.65	\$ 0.00	\$ 3,545.50	\$ 3,545.50	
	5	5XL - 6XL	Ea	\$ 40.00	\$ 0.00	\$ 200.00	\$ 200.00	
	5	7XL - 8XL	Ea	\$ 40.00	\$ 0.00	\$ 200.00	\$ 200.00	
	20	Small - XL Tall/Long	Ea	\$ 40.65	\$ 0.00	\$ 813.00	\$ 813.00	
	20	2XL - 4XL Tall/Long	Ea	\$ 40.65	\$ 0.00	\$ 813.00	\$ 813.00	
	5	5XL - 6XL Tall/Long	Ea	\$ 40.63	\$ 0.00	\$ 203.15	\$ 203.15	
	5	7XL - 8XL Tall/Long	Ea	\$ 40.63	\$ 0.00	\$ 203.15	\$ 203.15	
		ANSI Class 2 High Visibility 3-Season Hip Jacket (Section 3.3.4.4) Lime Yellow, 100% Polyester	*****	*****			*****	
6		SECTION 3.3.4.4 Patch EM, NV, RFL, LIT, BROWN, S, WYDOH	*****	*****			*****	
	130	Small - XL	Ea	\$ 97.03	\$ 0.00	\$ 12,613.90	\$ 12,613.90	
	90	2XL - 4XL	Ea	\$ 97.04	\$ 0.00	\$ 8,733.60	\$ 8,733.60	
	5	5XL - 6XL	Ea	\$ 97.03	\$ 0.00	\$ 485.15	\$ 485.15	
	5	7XL - 8XL	Ea	\$ 97.04	\$ 0.00	\$ 485.15	\$ 485.15	
	20	Small - XL Tall/Long	Ea	\$ 97.04	\$ 0.00	\$ 1,940.80	\$ 1,940.80	
	20	2XL - 4XL Tall/Long	Ea	\$ 97.04	\$ 0.00	\$ 1,940.80	\$ 1,940.80	
	5	5XL - 6XL Tall/Long	Ea	\$ 97.04	\$ 0.00	\$ 485.15	\$ 485.15	
	5	7XL - 8XL Tall/Long	Ea	\$ 97.04	\$ 0.00	\$ 485.15	\$ 485.15	
		Enhanced Visibility Denim Work Pants - Men's Cut (Section 3.3.5.1) Dark Blue Denim/Jean material	*****	*****			*****	
7		Flare/L	*****	*****			*****	
	1000	Waist Size 28" or lower -42"	Ea	\$ 32.71	\$ 0.00	\$ 32,710.00	\$ 32,710.00	
	180	Waist Size 44"-50"	Ea	\$ 32.71	\$ 0.00	\$ 5,887.80	\$ 5,887.80	
	15	Waist Size 52"-60"	Ea	\$ 32.71	\$ 0.00	\$ 490.65	\$ 490.65	
	5	Waist Size 62"-66" or greater	Ea	\$ 32.71	\$ 0.00	\$ 163.55	\$ 163.55	
		Enhanced Visibility Denim Work Pants - Women's Cut (Section 3.3.5.1) Dark Blue Denim/Jean						

Questions

VENDOR NAME:

Contact Item #	District Est. QTY	Item Description & Adult Sizes	UOM	Unit Bid Price	Customization Price	Extended Price	Extended Total	Comments
12		PTDENV w/ Strapping 16, DM7_BHS282	-----	-----			-----	
	3	Size 4-16	Ea	\$ 25.79	\$ 27.00	\$ 52.79	\$ 158.37	
	1	Size 18-20	Ea	\$ 25.79	\$ 27.00	\$ 52.79	\$ 52.79	
	1	Size 22-26	Ea	\$ 25.79	\$ 27.00	\$ 52.79	\$ 52.79	Shirts made from stretch knit fabric 8-10 weeks
PTION		Enhanced Visibility Unlined Flame-Resistant Coveralls (Section 3.3.5.4) Navy Blue, 2-way Zipper,						PTDENV (16)
		PTDENV w/ Added Patch EM, NV, P18, P19, EMERGENCY & WVDOH	-----	-----			-----	
	50	Size 38 - 50 Regular (Small - X Large)	Ea	\$ 112.94	\$ 8.95	\$ 122.89	\$ 6,144.50	Shirts made from stretch knit fabric 8-10 weeks
	20	Size 38 - 50 Long (Small - X Large)	Ea	\$ 112.94	\$ 8.95	\$ 122.89	\$ 2,457.80	Shirts made from stretch knit fabric 8-10 weeks
	10	Size 52-54 Regular (2X Large)	Ea	\$ 112.94	\$ 8.95	\$ 122.89	\$ 1,228.90	Shirts made from stretch knit fabric 8-10 weeks
	10	Size 52-54 Long (2X Large)	Ea	\$ 112.94	\$ 8.95	\$ 122.89	\$ 1,228.90	Shirts made from stretch knit fabric 8-10 weeks
	3	Size 56-58 Regular (3X Large)	Ea	\$ 112.94	\$ 8.95	\$ 122.89	\$ 368.67	Shirts made from stretch knit fabric 8-10 weeks
	3	Size 56-58 Long (3X Large)	Ea	\$ 112.94	\$ 8.95	\$ 122.89	\$ 368.67	Shirts made from stretch knit fabric 8-10 weeks
	2	Size 60 - 62 Regular (4X Large)	Ea	\$ 112.94	\$ 8.95	\$ 122.89	\$ 245.78	Shirts made from stretch knit fabric 8-10 weeks
	2	Size 60 - 62 Long (4X Large)	Ea	\$ 112.94	\$ 8.95	\$ 122.89	\$ 245.78	Shirts made from stretch knit fabric 8-10 weeks
		Enhanced Visibility Unlined Flame-Resistant Coveralls (Section 3.3.5.4) Navy Blue, 2-way Zipper,						PTDENV (16)
		PTDENV w/ Added Patch EM, NV, P18, P19, EMERGENCY & WVDOH	-----	-----			-----	
13	50	Size 38 - 50 Regular (Small - X Large)	Ea	\$ 163.77	\$ 8.95	\$ 173.74	\$ 8,687.00	Shirts made from stretch knit fabric 8-10 weeks
	20	Size 38 - 50 Long (Small - X Large)	Ea	\$ 163.77	\$ 8.95	\$ 173.74	\$ 3,474.80	Shirts made from stretch knit fabric 8-10 weeks
	10	Size 52-54 Regular (2X Large)	Ea	\$ 163.77	\$ 8.95	\$ 173.74	\$ 1,737.40	Shirts made from stretch knit fabric 8-10 weeks
	10	Size 52-54 Long (2X Large)	Ea	\$ 163.77	\$ 8.95	\$ 173.74	\$ 1,737.40	Shirts made from stretch knit fabric 8-10 weeks
	3	Size 56-58 Regular (3X Large)	Ea	\$ 163.77	\$ 8.95	\$ 173.74	\$ 521.22	Shirts made from stretch knit fabric 8-10 weeks
	3	Size 56-58 Long (3X Large)	Ea	\$ 163.77	\$ 8.95	\$ 173.74	\$ 521.22	Shirts made from stretch knit fabric 8-10 weeks
	2	Size 60 - 62 Regular (4X Large)	Ea	\$ 163.77	\$ 8.95	\$ 173.74	\$ 347.48	Shirts made from stretch knit fabric 8-10 weeks
	2	Size 60 - 62 Long (4X Large)	Ea	\$ 163.77	\$ 8.95	\$ 173.74	\$ 347.48	Shirts made from stretch knit fabric 8-10 weeks
14		ANSI Class 3 High Visibility Vests (Section 3.3.6) Lime, Mesh Polyester, with a front zipper closure						
		ANSI Class 3 High Visibility Vests (Section 3.3.6) Lime, Mesh Polyester, with a front zipper closure	-----	-----			-----	
	1	Waist Size 30"-50" with 34-36" inseam	Ea	\$ 49.26		\$ 49.26	\$ 49.26	
	1	Waist Size 30"-50" with 34-36" inseam	Ea	\$ 49.26		\$ 49.26	\$ 49.26	
	1	Waist Size 52"-54" with 34-36" inseam	Ea	\$ 49.26		\$ 49.26	\$ 49.26	
	1	Waist Size 52"-54" with 34-36" inseam	Ea	\$ 49.26		\$ 49.26	\$ 49.26	
	1	Waist Size 56"-58" with 34-36" inseam	Ea	\$ 49.26		\$ 49.26	\$ 49.26	

Questions

<u>Style</u>	<u>Customization</u>
SK07HV	
SY24HV	EM_NV_B18_LUF_EMR2WN_S_WVDOH
SY14HV	EM_NV_B18_LUF_EMR2WN_S_WVDOH
SC40EN	EM_NV_B18_LUF_EMR2WN_S_WVDOH
SC30EN	EM_NV_B18_LUF_EMR2WN_S_WVDOH
JY32HV	EM_NV_B18_LUF_EMR2WN_S_WVDOH
PD60ED	
PD63PW	1E_DL2_EH5282
PC20EV	
PC45NV	1E_DM7_EH5282
PT88EN	
PT89NV	1E_DM7_EH5282
CECTNV	EM_NV_B18_LU1_EMR2WN_S_WVDOH
CLBCNV	EM_NV_B18_LU1_EMR2WN_S_WVDOH
VB55NV	
US3244	

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

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

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

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

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

☐☐☐☐

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

☐☐☐☐

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

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

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

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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

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

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

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

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

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Richard A. Reeves, President

(Address) 7135 Charlotte Pike, Suite 100, Nashville, TN, 37209

(Phone Number) / (Fax Number) (615) 850-5441 / 615-399-1438

(email address) info@servicewearapparel.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

ServiceWear Apparel, Inc.

(Company)

Richard A. Reeves
(Signature of Authorized Representative)

Richard A. Reeves, President, 8/28/2025

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

(615) 850-5441 / 615-399-1438

(Phone Number) (Fax Number)

info@servicewearapparel.com

(Email Address)



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

State of West Virginia
Centralized Request for Quote
Clothing

Proc Folder: 1737356

Doc Description: WVDOH High-Visibility Uniforms

Reason for Modification:

ADDENDUM NO_1
Vendor Questions and response

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-08-21	2025-09-04 13:30	CRFQ 0803 DOT2600000010	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000165660

Vendor Name : ServiceWear Apparel, Inc.

Address : 7135

Street : Charlotte Pike, Suite 100

City : Nashville

State : TN

Country : United States

Zip : 37209

Principal Contact : Richard A. Reeves

Vendor Contact Phone: 615-301-6191

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN# 27-0292219

DATE 08/28/2025

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

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for WVDOH High-Visibility Uniforms for a WVDOH uniform pilot program. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ANSI Class 2 High Vis Short Sleeve T-Shirt (Lime)	0.00000	EA	\$36.36	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Red Kap	SK07HV

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	ANSI Class 2 High Vis Short-SL Button Down Work Shirt (Lime)	0.00000	EA	\$56.16	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Red Kap	SY24HV

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	ANSI Class 2 High Vis Long-SL Button Down Work Shirt (Lime)	0.00000	EA	\$57.89	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Red Kap	SY14HV

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Enhanced Vis Short-SL Button Down Work Shirt (Navy)	0.00000	EA	\$47.38	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Red Kap	SC40EN

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Enhanced Visibility Long-SL Button Down Work Shirt	0.00000	EA	\$50.58	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Red Kap	SC30EN

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	ANSI Class 2 High Vis 3-Season Hip Jacket (Lime)	0.00000	EA	\$96.99	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Red Kap	JY32HV

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Enhanced Visibility Denim Work Pants - Men's Cut	0.00000	EA	\$32.71	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Red Kap	PD60ED

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Enhanced Visibility Denim Work Pants - Women's Cut	0.00000	EA	\$45.07	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Red Kap	PD63PW

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Enhanced Vis Cotton Work Pants - Men's Cut	0.00000	EA	\$44.36	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Red Kap	PC20EV

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Enhanced Vis Cotton Work Pants - Women's Cut	0.00000	EA	\$52.18	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Red Kap	PC45NV

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Enhanced Vis Cargo Pants - Men's Cut	0.00000	EA	\$40.63	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Red Kap	PT88EN

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Enhanced Vis Cargo Pants - Women's Cut	0.00000	EA	\$52.79	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Red Kap	PT89NV

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Enhanced Vis Unlined Flame-Resistant Coveralls	0.00000	EA	\$122.89	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Bulwark	CECTNV

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Enhanced Vis Unlined Denim Bib-Overalls	0.00000	EA	\$49.26	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Workwear Outfitters	Dickies	VB55NB

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	ANSI Class 3 High Vis Vests with Front Zipper & Sleeves	0.00000	EA	\$40.23	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102700	Port Authority	N/A	US3244

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST, PER SIZE.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2025-08-20

SOLICITATION NUMBER: CRFQ DOT2600000010

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2600000010 (“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

Additional Documentation:

Vendor Questions and responses

Bid Opening remains 09/04/2025 @ 1:30 PM

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.

Solicitation Number #CRFQ-0803-DOT2600000010

Responses to Questions from Vendors

Question 1

Is this solicitation a rental, lease, or a direct purchase?

Answer 1

This contract is for the purchase of high-visibility uniforms.

Question 2

If rental, how many garments per employee?

Answer 2

Please see Answer 1 above.

Question 3

How many employees and uniforms per for the pilot program division?

Answer 3

There are approximately 325 employees in the initial district to pilot these uniforms. Estimated quantities were based on the pilot district.

WVDOH has approximately 2800 employees who wear WVDOH safety uniforms statewide.

Question 4

Is there a mandatory deadline for delivery of garments whether rental or purchase?

Answer 4

The awarded vendor is expected to coordinate with the district to outfit personnel for the pilot program. While we would prefer the vendor to host an in-person sizing event and size our personnel themselves, having uniforms with them available to try on – this is not a requirement of the contract. Vendors may handle sizing and provide guidance remotely.

Within 10 working days of the award of this contract the vendor will meet with the Agency to provide order forms and instructions to Uniform Coordinators on the ordering process and measuring procedures and sizing guidelines as well as the vendor's process for handling returns and exchanges.

The initial Agency Delivery Order (ADO) submitted to the vendor to place the start-up uniform order will allow specify the delivery start and end dates. Please see section 5.2 of the Contract

specifications for the ADO procedure. To accommodate the start-up needs we will specify a 45-end date on the ADO, for order completion. We will not extend that date without applying liquidated damages.

After the initial start-up has been addressed, additional ADOs shall be delivered for standard orders within 10 working days after orders are received, as per section 6.2 of the Contract Specifications.

Question 5

Are you requiring a vendor to be on site for fittings etc or could we handle remotely as long as we made the returns process easy etc

Answer 5

Please see Answer 4 above.

Question 6

What is the order flow like. Example will you bulk buy 3-4 times a year and bring product into your warehouse or are you expecting us to fulfill orders one a time for employees.

Answer 6

Orders are to be filled as they are received. Orders may be received at any time throughout the life of the contract and vendor cannot hold orders until a minimum quantity is met.

With that being said, the "flow" of orders would most likely involve a large order at the beginning of the contract, and large orders periodically as additional districts are outfitted throughout the life of the contract assuming the first District's pilot is successful. Smaller orders will likely be ongoing as we hire new employees who will need to be outfitted in safety uniforms.

The replacement schedule of garments will be determined at a later time, as we monitor the wear and tear of uniforms under the contract.

Question 7

On the pants are you asking the vendor to hem the pants.

Answer 7

Sizing guidance and order forms should include information regarding inseams. If the ordered inseam is not a standard size, it is expected that the vendor will have the pants hemmed prior to shipment.

3.3.2 Alterations: When providing uniform items for employees with odd numbered waist measurements or sizes, Vendor will supply the next highest even numbered size and be responsible for altering the uniform items to match the employees' size.

Standard alterations shall be made by the vendor at no additional charge to WVDOT, including all hemming to ensure appropriate inseam and sleeve lengths.

Question 8

I noticed it mentioned accepting orders via fax, phone, and email, with an online portal as an additional option... Our approach eliminates inefficiencies and potential errors from manual ordering, which is why—while we can certainly accommodate bulk purchases via email—we do not process individual orders via fax, phone, or email. Would you advise us to submit a proposal under these conditions? We believe our technology aligns closely with your program's goals and can deliver significant efficiency and transparency, but I'd like to confirm that our model would meet your expectations.

Answer 8

Our primary means of ordering is by ADO which must be communicated to the vendor in writing. Our preferred method of communicating orders is through email. We will not accept any restriction requiring orders to be placed in a vendor's ordering portal. Vendors unwilling to accept orders as stated in section 5.1 of the Contract Specifications for any size order should not bid on this contract.

5.1 Ordering: Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication.

Question 9

Will WVDOT consider removing or at least negotiating Liquidated Damages

Answer 9

No. While it is very rare that WVDOT imposes liquidated damages, we still reserve that right to do so to protect our interests. Most WVDOT contracts have a liquidated damages rate of \$350 per day or more. This contract has already reduced that amount to \$50 per day.

Question 10

Will WVDOT accept a 90-day warranty?

Answer 10

No, WVDOT will require a 180-day warranty to ensure that only high-quality garments are supplied under this contract. Garments with fabric or seam failures, which have bust or have malfunctioning zippers, or peeling or raveling of the reflective tape - within 180 days of delivery must be replaced at the vendor's expense.

Question 11

Which district will winning vendor be providing uniforms?

Answer 11

This information will be disclosed to the awarded vendor upon award; however, this contract is not limited to only one district. Vendor should be prepared to deliver to any or all districts located anywhere within West Virginia.

Question 12

With alteration requirements and embellishment needs, the turnaround time may be longer than 10 business days, especially for items over 3XL and 46 W

Answer 12

Vendors are required to supply all sizes under this contract. It is recognized that some of the upper XL and tall sizes are non-standard and may require more than 10 days to fulfill. For the safety of our employees, regardless of their size, these orders will still need to be expedited, and the expense related to expediting those sizes should be considered by the vendor when calculating their bid prices.

If the vendor receives an order (ADO) which contains non-standard sizes that will require an extended delivery delay due to the customization needed, the vendor must respond to the ADO request in writing explaining the delivery date issue and proposing an alternative delivery date for those items only. This should be done up front, when the order is received, prior to acceptance of the order. This provides WVDOH with the opportunity to consider whether the delay is reasonable. If in agreement, WVDOH will modify the ADO to include the revised end date, which is the expected delivery by date, and will resubmit the ADO to the vendor for their acceptance. Please see section 6.1 for Acceptance expectations.

Question 13

Who wears the ANSI Class 3 vests? If same people wear ANSI Class 2 shirts, will WVDOH consider simply moving those people to ANSI Class 3 shirts?

Answer 13

The ANSI Class 3 Vests are a requirement of this contract, and we will not accept ANSI Class 3 shirts as a substitution.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2600000010

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 the 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:

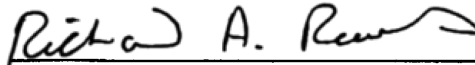
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input 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 the addenda may be cause for rejection of this bid. I further understand that 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.

ServiceWear Apparel, Inc.

Company



Authorized Signature

08/28/2025

Date

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



Westex Ultrasoft® Fabrics

Safety Data Sheet

According To 29 CFR 1910.1200

Revision Date: 07/13/2018

Version: 1.0

SECTION 1: IDENTIFICATION

Product Form:	Article (Fabric)
Product Name:	Westex Ultrasoft® Fabrics
Product Code:	MPG S000100130, S000100131, S000100180, S0001000181, S000100152, S000100301, S000100341, S000100451, S000100801, S000100851, S00010881, S000100961, S000105555, S000105568, S000105572.
Synonyms:	
<u>Intended Use of the Product</u>	
Recommended Use:	FR Fabrics for manufacture of garments for secondary protection from flash fire and arc flash
Restrictions on Use:	Other than recommended above
<u>Name, Address, and Telephone of the Responsible Party:</u>	Milliken & Company 920 Milliken Road Spartanburg, SC 29303 1-800-828-3034
<u>Emergency Telephone Number:</u>	1-800-828-3034 (8am – 5pm, Eastern time, M-F)

SECTION 2: HAZARDS IDENTIFICATION

<u>GHS-US Classification:</u>	This product is a manufactured article and is not subject to US Regulations 29 CFR 1910.1200. As a service to our customers, this data sheet has been created in accordance with US 29 CFR 1910.1200 (HAZCOM 2012). This is product is not hazardous according to OSHA criteria (29 CFR 1910.1200).
GHS Health Hazards:	None
GHS Environmental Hazards:	None
Hazards not Otherwise Classified (HNOC):	This product is a manufactured article and is not hazardous as shipped or sold. The hazards described below would be the result of an alteration to the finished product. If this textile is subjected fabrication (cutting and sewing), nuisance and/or respirable dust may be formed. This nuisance dust may be irritating to the skin, eyes and respiratory system. In case of fire: Hazardous, toxic, and irritating thermal decomposition material may be released. (See section 5 Fire-fighting measures, for a list of thermal decomposition products).
GHS Signal Word:	None
GHS Hazard Symbol(s):	Not Applicable
GHS Hazard Statement(s):	Not Applicable
GHS Precautionary Statement(s):	Not Applicable
GHS Storage Statement(s):	Not Applicable

Other Hazards:

Within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200]: this mixture is not considered a hazard when used in a manner which is consistent with the labeled directions. Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown Acute Toxicity (GHS-US):

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Name	Product Identifier	%
Cotton fiber	N/A	65-75
Polyamide 6,6 fiber	(CAS No) 032131-17-2	5-12
Phosphonium, tetrakis(hydroxymethyl)-chloride (2:1)(salt) polymer with urea	(CAS No) 27104-30-9	0-25%
Phosphonium, tetrakis(hydroxymethyl)-sulfate (2:1)(salt) polymer with urea	(CAS No) 63502-25-0	0-25%

SECTION 4: FIRST AID MEASURES**First-aid Measures General:**

The need for first aid is not anticipated under normal conditions of use. Any adverse effects that require first aid measures would be due to the creation of nuisance dust and skin irritation to susceptible individuals.

First-aid Measures Inhalation:

If nuisance dust is inhaled: Remove to fresh air. Other measures are usually unnecessary. If irritation persists: seek medical advice/attention.

First-aid Measures After Skin Contact:

If skin irritation occurs: flush contaminated area with plenty of soap and water. If skin rash occurs or irritation persists: seek medical advice/attention.

First-aid Measures After Eye Contact:

None expected under normal conditions of use.

First-aid Measures After Ingestion:

None expected under normal conditions of use.

Most Important Symptoms and Effects Both Acute and Delayed**Symptoms/Injuries:**

Not expected to present a significant hazard under anticipated conditions of normal use.

Symptoms/Injuries After Inhalation:

Not expected to present a significant inhalation hazard under anticipated conditions of normal use. Any adverse symptoms would be the result of nuisance/respirable dust formed during cutting/sewing operations. Symptoms of respiratory irritation could include: coughing, sneezing, breathing difficulties, and irritation of the mucous membranes lining the respiratory tract.

Symptoms/Injuries After Skin Contact:

None expected under normal use. However, in some susceptible individuals, skin sensitization or irritation may occur after prolonged and repeated skin contact, particularly with nuisance dust generated from processing. Symptoms of skin irritation/sensitization include: rash, redness, itching, and burning.

Symptoms/Injuries After Eye Contact:

Prolonged exposure of nuisance dust may cause slight irritation to eyes. Symptoms include: tearing, itching, redness, and burning.

Symptoms/Injuries After Ingestion:

Ingestion is not considered a potential route of exposure.

Chronic Symptoms:

None known.

Indication of Any Immediate Medical Attention and Special Treatment Needed

No further relevant information.

SECTION 5: FIRE-FIGHTING MEASURES**Extinguishing Media**

Suitable Extinguishing Media:	Use extinguishing media appropriate for surrounding fire.
Unsuitable Extinguishing Media:	Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising from the Substance or Mixture

Fire Hazard:	Fiber/air mixtures may be explosive within certain concentration limits and sufficiently high ignition energies. Minimize airborne fiber concentrations with housekeeping procedures and adequate ventilation. Thermal decomposition products may be toxic and/or irritating and a serious inhalation hazard.
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Explosion Hazard:	Dust explosion hazard in air.
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Reactivity:	Hazardous reactions will not occur under normal conditions.
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Advice for Firefighters

Precautionary Measures Fire:	Exercise caution when fighting any chemical fire.
Firefighting Instructions:	Use water spray or fog for cooling exposed containers.
Protection During Firefighting:	Fire fighters should wear full-faced, self-contained breathing apparatus approved by MSHA/NIOSH and impervious clothing. Fire may produce oxides of carbon, nitrogen and other organic molecules.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures:	Not Applicable
Environmental Precautions:	Not Applicable
Methods and Materials for Containment and Cleaning Up:	Contain the product and collect as any solid. Clean up accidental release immediately and dispose of waste safely. Recover the product by vacuuming, shoveling or sweeping as conditions permit.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling:	This product requires no special precautions for handling as supplied and shipped. Further processing of the product requires an evaluation of potential hazards based upon intended use. Cutting and sewing of large volumes of this product may expose workers to airborne fibers and/or nuisance dust. Accumulation and dispersion of dust with an ignition source can cause a combustible dust explosion in poorly ventilated areas. Keep dust levels to a minimum and follow applicable regulations. Avoid creating or spreading dust. If handling operations generate dust, use a NIOSH-approved half-mask to reduce potential for inhalation exposure. When using a respirator with cartridges or canisters, they must be changed frequently to avoid breakthrough exposure. Avoid breathing dust, and prolonged skin exposure and eye contact. Wash thoroughly after handling dust or fibers. Use cleaning methods that minimize airborne fibers and dust. Control static electricity in areas where dust may be present.
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SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION**Control Parameters:**

This product has no established limits for occupational exposure. The exposure limits below are provided in the case of dust and/or fiber generation.

Ingredient	CAS Number	Occupational Exposure Limits
Cotton fiber	n/a	OSHA PEL: 1 mg/cm ³ TWA (respirable)
Polyamide 6,6 fibers	032131-17-2	OSHA PEL: (Nuisance dust) TWA - 15mg/m ³ (Total) TWA - 5 mg/m ³ (Resp.) ACGIH TLV: (Nuisance dust) TWA - 10mg/m ³ (Total) TWA - 5 mg/m ³ (Resp.)
Phosphonium, tetrakis(hydroxymethyl)-chloride (2:1)(salt) polymer with urea	27104-30-9	OSHA PEL: (Nuisance dust) TWA - 15mg/m ³ (Total) TWA - 5 mg/m ³ (Resp.) ACGIH TLV: (Nuisance dust) TWA - 10mg/m ³ (Total) TWA - 5 mg/m ³ (Resp.)
Phosphonium, tetrakis(hydroxymethyl)-sulfate (2:1)(salt) polymer with urea	63502-25-0	OSHA PEL: (Nuisance dust) TWA - 15mg/m ³ (Total) TWA - 5 mg/m ³ (Resp.) ACGIH TLV: (Nuisance dust) TWA - 10mg/m ³ (Total) TWA - 5 mg/m ³ (Resp.)

PEL: Permissible Exposure Limit

TWA: Time Weighted Average

US ACGIH: United States American Conference of Governmental Industrial Hygienists

US OSHA: United States Occupational Safety and Health Administration

Exposure Controls**Appropriate Engineering Controls:**

Engineering controls are not required for normal use of this product. Local and general exhaust ventilation should be used to prevent irritation and avoid dust accumulation when subjecting the product to further processing.

General Industrial Hygiene Practice:

Wash hands thoroughly after processing. Do not eat, drink, or smoke while cutting or sewing the product.

Personal Protective Equipment:

Not generally required. The use of personal protective equipment may be necessary as conditions warrant.

Materials for Protective Clothing:

None required.

Hand Protection:

Wear protective gloves to when necessary to protect from abrasion when processing.

Eye Protection:

Not normally required. However; safety goggles are recommended in case of fiber fly and nuisance dust.

Skin and Body Protection:

None required.

Respiratory Protection:

Under normal conditions of use this product cannot be inhaled. If used in a way that creates dust or vapors, approved respiratory protection should be worn.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Physical State:	Solid
Appearance:	Fabric, dyed in various colors.
Odor:	No data available
Odor Threshold:	No data available
pH:	4 - 9
Evaporation Rate:	No data available
Melting Point:	No data available
Freezing Point:	No data available
Boiling Point:	No data available
Flash Point:	No data available
Auto-ignition Temperature:	No data available
Decomposition Temperature:	No data available
Flammability (solid, gas):	No data available
Vapor Pressure:	No data available
Relative Vapor Density at 20°C:	No data available
Relative Density:	No data available
Solubility:	No data available
Partition Coefficient: N- Octanol/Water:	No data available
Viscosity:	No data available

SECTION 10: STABILITY AND REACTIVITY

Reactivity:	Hazardous reactions will not occur under normal conditions.
Chemical Stability:	Stable under recommended handling and storage conditions (see section 7).
Possibility of Hazardous Reactions:	Hazardous polymerization will not occur.
Conditions to Avoid:	None known.
Incompatible Materials:	None known.
Hazardous Decomposition Products:	Decomposition product include: oxides, carbon, and nitrogen, other organic molecules, and phosphorous-containing compounds.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on likely routes of exposure:	This product is not hazardous according to OSHA criteria (19CFR 1910.1200) and does not normally present a hazard through any route of exposure: Inhalation, skin, eye, ingestion. In the event of fiber fly or nuisance dust formation: Likely routes of exposure are: Inhalation, Skin, Eyes.
Symptoms related the physical, chemical, and toxicological characteristics:	This product is not hazardous according to OSHA (29 CFR 1910.1200) or according to Regulation (EC) No. 1272/2008 (CLP). However, exposure to fiber fly and /or nuisance dust may cause skin, eye, and respiratory irritation. In susceptible persons, skin sensitization may occur after prolonged and/or repeated exposure.
Respiratory Sensitization:	Does not meet the criteria for classification.
Skin Sensitization:	Does not meet the criteria for classification. However, exposure to fiber fly or nuisance dust may cause an allergic skin reaction.
Germ Cell Mutagenicity:	Does not meet the criteria for classification.

Carcinogenicity:	Does not meet the criteria for classification. This product (or components >0.1%) is not reported to have any carcinogenic effects. This product (or its components) is not listed in IARC Monographs, the current NTP Report on Carcinogens, or the current ACIH TLV's as a carcinogen or potential carcinogen.
Eye Damage/Irritation:	Does not meet the criteria for classification. However, exposure to fiber fly or nuisance dust may cause minor eye irritation.
Reproductive Toxicity:	Does not meet the criteria for classification.
Aspiration Hazard:	Does not meet the criteria for classification.
Specific Target Organ Toxicity (Single Exposure):	Does not meet the criteria for classification.
Specific Target Organ Toxicity (Repeated Exposure):	Does not meet the criteria for classification.
Symptoms/Injuries After Inhalation:	None under normal use.
Symptoms/Injuries After Skin Contact:	None under normal use.
Symptoms/Injuries After Eye Contact:	None under normal use. Prolonged exposure may cause slight irritation to eyes.
Symptoms/Injuries After Ingestion:	Not a likely route of exposure.
Chronic Symptoms:	None known

SECTION 12: ECOLOGICAL INFORMATION

Ecotoxicity:	No data available
Persistence and Degradability:	No data available
Bioaccumulative Potential:	No data available
Mobility in Soil:	No data available
Other Adverse Effects:	None known

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations:	Dispose in a safe manner in accordance with local, regional, national, and international regulations.
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SECTION 14: TRANSPORT INFORMATION

DOT:	Not regulated for transport
IMDG:	Not regulated for transport
IATA:	Not regulated for transport
TDG:	Not regulated for transport

SECTION 15: REGULATORY INFORMATION**US Federal Regulations**

Toxic Substance Control Act (TSCA) All of the ingredients are listed/registered or exempted on the U.S. EPA TSCA Inventory List.

OSHA Status: This product is not hazardous according to OSHA criteria (29 CFR 1910.1200)

US EPA Tier II Hazards:

Superfund Amendment and Reauthorization Act, SARA reportable Chemicals
Emergency Planning and Community Right-to-Know Act (EPCRA) (SARA TITLE III):

EPCRA 311/312 Chemicals and RQs (lbs.) (>0.1%): No components above 0.1% listed

EPCRA 302 Extremely Hazardous (>0.1%): No components above 0.1% listed

EPCRA 313 Toxic Chemicals (>0.1%): No components above 0.1% listed

US State Regulations:

California Proposition 65: Warning! - This product contains chemicals known by the State of California to cause cancer – Formaldehyde (CAS No. 50-00-0).
This product contains trace quantities of formaldehyde. Under normal use conditions, the level of exposure will be below the Safe Harbor Level established by the State of California and will not require product warning labels.

Massachusetts - Right To Know List: Formaldehyde (CAS No. 50-00-0)

New Jersey - Right to Know Hazardous Substance List: Formaldehyde (CAS No. 50-00-0)

Pennsylvania - RTK (Right to Know) List: Formaldehyde (CAS No. 50-00-0)

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Other Information: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

Prepared by: Andrew Child

Date prepared: July 13, 2018

Version: 1.0

This information in this SDS was obtained from sources which we believe to be reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use, or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage, or expense arising out of or in any way connected with the handling, storage, use, or disposal of this product. If the product is used as a component of another product, the SDS information may not be applicable.



Milliken Workwear - Poly/Cotton Fabrics

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations
Date of Issue: 09/16/2016

Version: 1.0

SECTION 1: IDENTIFICATION

1.1. Product Identifier

Product Form: Mixture

Product Name: Milliken Workwear Fabrics

1.2. Intended Use of the Product

Use of the Substance/Mixture: Polyester/Cotton Fabrics for use in Workwear

1.3. Name, Address, and Telephone of the Responsible Party

Milliken & Co - Workwear

920 Milliken Road

Spartanburg, SC 29303

864-503-2020

1.4. Emergency Telephone Number

Emergency Number : 864-503-2020

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the Substance or Mixture

GHS-US Classification

Not classified

2.2. Label Elements

GHS-US Labeling

No labeling applicable

2.3. Other Hazards

Within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200]: this mixture is not considered a hazard when used in a manner which is consistent with the labeled directions. Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

2.4. Unknown Acute Toxicity (GHS-US)

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1. Substance

Not applicable

3.2. Mixture

Name	Product Identifier	%
Poly(oxy-1,2-ethanediylloxycarbonyl-1,4-phenylenecarbonyl)	(CAS No) 25038-59-9	63 - 67
Cotton Fiber (raw, dust)	(CAS No) Not applicable	33 - 37
Formaldehyde	(CAS No) 50-00-0	0.000495 - 0.002926

SECTION 4: FIRST AID MEASURES

4.1. Description of First-aid Measures

First-aid Measures General: The need for first aid is not anticipated under normal conditions of use.

First-aid Measures After Inhalation: None expected under normal conditions of use.

First-aid Measures After Skin Contact: None expected under normal conditions of use.

First-aid Measures After Eye Contact: None expected under normal conditions of use.

First-aid Measures After Ingestion: None expected under normal conditions of use.

4.2. Most Important Symptoms and Effects Both Acute and Delayed

Symptoms/Injuries: Not expected to present a significant hazard under anticipated conditions of normal use.

Symptoms/Injuries After Inhalation: Not expected to present a significant inhalation hazard under anticipated conditions of normal use.

Symptoms/Injuries After Skin Contact: None under normal use.

Symptoms/Injuries After Eye Contact: Prolonged exposure may cause slight irritation to eyes.

Symptoms/Injuries After Ingestion: Ingestion is not considered a potential route of exposure.

Chronic Symptoms: None known.

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

None under normal use.

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SECTION 5: FIRE-FIGHTING MEASURES

5.1. Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

5.2. Special Hazards Arising From the Substance or Mixture

Fire Hazard: Combustible Dust.

Explosion Hazard: Dust explosion hazard in air.

Reactivity: Hazardous reactions will not occur under normal conditions.

5.3. Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Other Information: Risk of dust explosion.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid prolonged contact with eyes, skin and clothing. Avoid breathing dust. Avoid generating dust. Remove ignition sources. Keep away from heat, hot surfaces, sparks, open flames, and other ignition sources. No smoking.

6.1.1. For Non-Emergency Personnel

Protective Equipment: Use of personal protective equipment (PPE) is not generally required but should be evaluated based on the extent and severity of accidental release.

Emergency Procedures: Evacuate the area if accidental release presents a significant hazard.

6.1.2. For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection as conditions warrant.

Emergency Procedures: Upon arrival at the scene a first responder is expected to protect oneself and the public, secure the area, and call for the assistance of trained personnel as conditions permit.

6.2. Environmental Precautions

The product does not pose a significant hazard to the environment.

6.3. Methods and Materials for Containment and Cleaning Up

For Containment: Contain the product and collect as any solid.

Methods for Cleaning Up: Clean up accidental release immediately and dispose of waste safely. Recover the product by vacuuming, shoveling or sweeping as conditions permit.

6.4. Reference to Other Sections

See Section 8 for advice on personal protective equipment and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for Safe Handling

Additional Hazards When Processed: Further processing of the product requires an evaluation of potential hazards based upon intended use. Accumulation and dispersion of dust with an ignition source can cause a combustible dust explosion. Keep dust levels to a minimum and follow applicable regulations.

Precautions for Safe Handling: Avoid creating or spreading dust. Keep away from heat, sparks, open flames, hot surfaces. – No smoking.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

7.2. Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Avoid creating or spreading dust. Use explosion-proof electrical, ventilating, lighting equipment. Proper grounding procedures to avoid static electricity should be followed.

Storage Conditions: No specific conditions are necessary for storage of the product.

Incompatible Products: None known.

7.3. Specific End Use(s)

Polyester/Cotton Fabrics for use in Workwear

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), or OSHA (PEL).

Milliken Workwear Fabrics		
USA OSHA	Remark (OSHA)	*Appendix B, NIOSH Manual of Analytical Methods: OSHA

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		Permissible Exposure Limits (PEL) are set on the basis of mass of toxic substance per unit volume of air at ambient conditions.
Cotton dust (raw) (Not applicable)		
USA ACGIH	ACGIH TWA (mg/m ³)	0.1 mg/m ³ (untreated-thoracic particulate matter)
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen untreated
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	0.200 mg/m ³ (less than stated value)
USA IDLH	US IDLH (mg/m ³)	100 mg/m ³
USA OSHA	OSHA PEL (TWA) (mg/m ³)	1 mg/m ³ 200 µg/m ³ 500 µg/m ³ 750 µg/m ³
Formaldehyde (50-00-0)		
USA ACGIH	ACGIH Ceiling (ppm)	0.3 ppm
USA ACGIH	ACGIH chemical category	dermal sensitizer,Suspected Human Carcinogen
USA NIOSH	NIOSH REL (TWA) (ppm)	0.016 ppm
USA NIOSH	NIOSH REL (ceiling) (ppm)	0.1 ppm
USA IDLH	US IDLH (ppm)	20 ppm
USA OSHA	OSHA PEL (TWA) (ppm)	0.75 ppm
USA OSHA	OSHA PEL (STEL) (ppm)	2 ppm (see 29 CFR 1910.1048)

8.2. Exposure Controls

Appropriate Engineering Controls

: Engineering controls are not required for normal use of this product. Proper grounding procedures to avoid static electricity should be followed. Use explosion-proof equipment. Use local exhaust or general dilution ventilation or other suppression methods to maintain dust levels below exposure limits. Power equipment should be equipped with proper dust collection devices.

Personal Protective Equipment

: Not generally required. The use of personal protective equipment may be necessary as conditions warrant.

Materials for Protective Clothing

: None required.

Hand Protection

: Wear protective gloves to protect from abrasion.

Eye Protection

: Safety glasses.

Skin and Body Protection

: None required.

Respiratory Protection

: Under normal conditions of use this product cannot be inhaled. If used in a way that creates dust or vapors, approved respiratory protection should be worn.

Other Information

: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on Basic Physical and Chemical Properties

Physical State	: Solid
Appearance	: Woven fabric, dyed in various colors.
Odor	: No data available
Odor Threshold	: No data available
pH	: 4 - 9
Evaporation Rate	: No data available
Melting Point	: No data available
Freezing Point	: No data available
Boiling Point	: No data available
Flash Point	: No data available
Auto-ignition Temperature	: No data available
Decomposition Temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20°C	: No data available
Relative Density	: No data available
Solubility	: No data available
Partition Coefficient: N-Octanol/Water	: No data available

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Viscosity : No data available

9.2. Other Information: No additional information available

SECTION 10: STABILITY AND REACTIVITY

- 10.1. Reactivity:** Hazardous reactions will not occur under normal conditions.
- 10.2. Chemical Stability:** Stable under recommended handling and storage conditions (see section 7).
- 10.3. Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.
- 10.4. Conditions to Avoid:** None known.
- 10.5. Incompatible Materials:** None known.
- 10.6. Hazardous Decomposition Products:** None known.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information on Toxicological Effects

Acute Toxicity: Not classified

Formaldehyde (50-00-0)	
LD50 Oral Rat	100 mg/kg
LD50 Dermal Rat	270 mg/kg
ATE (Gases)	700.00 ppmV/4h

Skin Corrosion/Irritation: Not classified

pH: 4 - 9

Serious Eye Damage/Irritation: Not classified

pH: 4 - 9

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Formaldehyde (50-00-0)	
IARC group	1
National Toxicology Program (NTP) Status	Known Human Carcinogens.
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.
OSHA Specifically Regulated Carcinogen List	In OSHA Specifically Regulated Carcinogen list.

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Injuries After Inhalation: Not expected to present a significant inhalation hazard under anticipated conditions of normal use.

Symptoms/Injuries After Skin Contact: None under normal use.

Symptoms/Injuries After Eye Contact: Prolonged exposure may cause slight irritation to eyes.

Symptoms/Injuries After Ingestion: Ingestion is not considered a potential route of exposure.

Chronic Symptoms: None known.

SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Ecology - General : Not classified.

Formaldehyde (50-00-0)	
LC50 Fish 1	22.6 - 25.7 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
EC50 Daphnia 1	2 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 Fish 2	1510 µg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
EC50 Daphnia 2	11.3 - 18 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])

12.2. Persistence and Degradability

Milliken Workwear Fabrics	
Persistence and Degradability	Not established.

12.3. Bioaccumulative Potential

Milliken Workwear Fabrics	
Bioaccumulative Potential	Not established.

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Formaldehyde (50-00-0)	
Log Pow	0.35 (at 25 °C)

12.4. Mobility in Soil: No additional information available

12.5. Other Adverse Effects

Other Information : Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste Treatment Methods

Waste Disposal Recommendations: Dispose in a safe manner in accordance with local, regional, national, and international regulations.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

14.1. In Accordance with DOT Not regulated for transport

14.2. In Accordance with IMDG Not regulated for transport

14.3. In Accordance with IATA Not regulated for transport

SECTION 15: REGULATORY INFORMATION

15.1. US Federal Regulations

Poly(oxy-1,2-ethanedioxydicarbonyl-1,4-phenylenecarbonyl) (25038-59-9)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
EPA TSCA Regulatory Flag	XU - XU - indicates a substance exempt from reporting under the Inventory Update Reporting Rule, i.e, Partial Updating of the TSCA Inventory Data Base Production and Site Reports (40 CFR 710(C))

Formaldehyde (50-00-0)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on the United States SARA Section 302	
Subject to reporting requirements of United States SARA Section 313	
CERCLA RQ	100 lb
SARA Section 302 Threshold Planning Quantity (TPQ)	500 lb
SARA Section 313 - Emission Reporting	0.1 %

15.2. US State Regulations

Formaldehyde (50-00-0)	
U.S. - California - Proposition 65 - Carcinogens List	WARNING: This product contains chemicals known to the State of California to cause cancer.

Cotton dust (raw) (Not applicable)	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	

Formaldehyde (50-00-0)	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List	
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances	
U.S. - Pennsylvania - RTK (Right to Know) List	

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200

GHS Full Text Phrases:

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

SDS US (GHS HazCom)



DECLARATION OF CONFORMITY TO ANSI/ISEA 107-2020, HIGH-VISIBILITY APPAREL

Red Kap
545 Marriott Drive, Suite 100
Nashville, TN 37214

Certificate number: RKJY32HV20

Model: JY32HV

Description: Men's Hi Vis Jacket

Company declares the above product meets requirements as stated in ANSI/ISEA 107-2020 as a compliant high-visibility safety item. Relevant materials have been third party certified with documents referenced under this certificate number. This item meets all design requirements and has been measured for appropriate amounts of visible reflective material and background material for the smallest size offered for this product.

Type: R Class: 2

Amount of visible background material: 38/RG 1,704 sq in

Test lab: Vartest	Report number: MillKE.A030521C
Date: March 17, 2020	Material type (woven, knitted): woven
Fiber content: 100% polyester	Weight: 7.5ozoz Color: fluorescent yellow-green
Description: non-FR, hi vis yellow fabric with DWR finish 83126	

Amount of visible retroreflective material: 38/RG 213 sq in

Test lab: Vartest	Report number: INNOPA.A011921C
Date: May 12, 2021	Color: Silver
Description: 2" reflective trim H5276KO	

The undersigned hereby warrants they are authorized to legally bind the company identified above.

Signed: Denise N. Statham, Technical Services Director

Printed Name: Denise Statham Date: 8-19-21

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



To Whom It May Concern:

ServiceWear Apparel appreciates the opportunity to submit our response to **SR-0803-ESR0828250000001394** for **High-Visibility Uniforms**. With decades of experience providing durable, reliable workwear, we are committed to equipping the West Virginia Department of Transportation with uniforms that meet the highest safety and performance standards.

As a trusted partner of Workwear Outfitters, the world leader in work apparel, ServiceWear Apparel is uniquely positioned to provide the broadest assortment of durable, comfortable, high-performance garments. Our high-visibility uniforms are designed to enhance worker safety, ensure compliance with industry standards, and increase visibility in all lighting conditions to help protect employees while they carry out critical transportation work. This combination of quality and protection ensures we can deliver solutions tailored to meet the needs of the State of West Virginia's Department of Administration, Purchasing Division.

Within our online submission, you will find a detailed price list for all requested garments, including customization and fulfillment specifics. Additionally, we've supplied certifications from our partners at Workwear Outfitters to confirm that the provided garments meet industry standards and regulations.

We are confident in our ability to meet stated timelines while upholding the quality standards and service reliability expected by your agency.

If you have any questions or need additional information regarding our proposal, please do not hesitate to contact me directly at **rreeves@servicewearapparel.com** or **318-791-0606**.

Thank you once again for the opportunity to earn your business. We look forward to the possibility of working with you.

Sincerely,

A handwritten signature in black ink that reads "Richard A. Reeves". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Richard A. Reeves
President
ServiceWear Apparel, Inc.