

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.

RECEIVED

2025 NOV -7 AM 10:49

WV PURCHASING
DIVISION

Revised 8/24/2023

BID RECEIVED LATE
BUYER *[Signature]*
WITNESS *[Signature]*
DISQUALIFIED

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) optional 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.

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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.

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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 hearth, 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) Margaret Brett, Business Manager
(Address) 1811 St. Johns Ave St 201 Highland Park, IL
(Phone Number) / (Fax Number) 847-926-7766 60035
(email address) pbrett@bienali.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.

Bienali Promotions, LLC
(Company)
Margaret Brett
(Signature of Authorized Representative)
Margaret Brett
(Printed Name and Title of Authorized Representative) (Date)
847-926-7766
(Phone Number) (Fax Number)
pbrett@bienali.com
(Email Address)

**WVDOH High-Visibility Uniforms
Pricing Page, Attachment A (ATT A)**

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 WVDOH Identification/Logo Patch must be factored into all shirts, jackets and bib-overalls 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: Bienali Promotions, LLC

Contract Item #	District Est. Qty	Item Description & Adult Sizes <i>* indicates custom sizes</i>	UOM	Unit Bid Price	Extended Total
1		ANSI Class 2 High Visibility Short Sleeve T-Shirt (Section 3.3.4.1) Lime Yellow, 100% Polyester, Left Chest Pocket <i>Vendor's Billing System Description:</i>	-----	-----	-----
	70	Small - XL	Ea	\$ 17.00	\$ 1,190.00
	50	2XL - 4XL	Ea	\$ 18.18	\$ 909.00
	5	5XL-6XL *	Ea	\$ 20.36	\$ 101.80
	5	7XL-8XL*	Ea	\$ 21.54	\$ 107.70
	20	Small - XL Tall/Long	Ea	\$ 18.18	\$ 363.60
	20	2XL - 4XL Tall/Long	Ea	\$ 20.36	\$ 407.20
	5	5XL - 6XL Tall/Long*	Ea	\$ 21.54	\$ 107.70
	5	7XL - 8XL Tall/Long*	Ea	\$ 23.90	\$ 119.50
2		ANSI Class 2 High Visibility Short Sleeve Button Down Work Shirt (Section 3.3.4.2) Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket <i>Vendor's Billing System Description:</i>	-----	-----	-----
	600	Small - XL	Ea	\$ 89.72	\$ 53,832.00
	200	2XL - 4XL	Ea	\$ 89.72	\$ 17,944.00
	20	5XL - 6XL*	Ea	\$ 89.72	\$ 1,794.40
	5	7XL - 8XL*	Ea	\$ 89.72	\$ 448.60
	100	Small - XL Tall/Long	Ea	\$ 91.72	\$ 9,172.00
	60	2XL - 4XL Tall/Long	Ea	\$ 91.72	\$ 5,503.20
	10	5XL - 6XL Tall/Long*	Ea	\$ 91.72	\$ 917.20
	5	7XL - 8XL Tall/Long*	Ea	\$ 91.72	\$ 458.60

**WVDOH High-Visibility Uniforms
Pricing Page, Attachment A (ATT A)**

VENDOR NAME: Bienali Promotions, LLC

Contract Item #	District Est. Qty	Item Description & Adult Sizes <i>* indicates custom sizes</i>	UOM	Unit Bid Price	Extended Total
3		ANSI Class 2 High Visibility Long Sleeve Button Down Work Shirt (Section 3.3.4.2) Lime Yellow, blended Material 65% Polyester and 35% Cotton, Left and Right Chest Pocket <i>Vendor's Billing System Description:</i>	-----	-----	-----
	70	Small - XL	Ea	\$ 98.20	\$ 6,874.00
	70	2XL - 4XL	Ea	\$ 98.20	\$ 6,874.00
	5	5XL - 6XL*	Ea	\$ 98.20	\$ 491.00
	5	7XL - 8XL*	Ea	\$ 98.20	\$ 491.00
	20	Small - XL Tall/Long	Ea	\$ 100.20	\$ 2,004.00
	20	2XL - 4XL Tall/Long	Ea	\$ 100.20	\$ 2,004.00
	5	5XL - 6XL Tall/Long*	Ea	\$ 100.20	\$ 501.00
	5	7XL - 8XL Tall/Long*	Ea	\$ 100.20	\$ 501.00
4		Enhanced Visibility Short Sleeve Button Down Work Shirt (Section 3.3.4.3) Navy Blue, 100% Cotton, Left and Right Chest Pocket <i>Vendor's Billing System Description:</i>	-----	-----	-----
	70	Small - XL	Ea	\$ 39.84	\$ 2,788.80
	70	2XL - 4XL	Ea	\$ 39.84	\$ 2,788.80
	5	5XL - 6XL *	Ea	\$ 39.84	\$ 199.20
	5	7XL - 8XL*	Ea	\$ 39.84	\$ 199.20
	20	Small - XL Tall/Long	Ea	\$ 41.84	\$ 836.80
	20	2XL - 4XL Tall/Long	Ea	\$ 41.84	\$ 836.80
	5	5XL - 6XL Tall/Long*	Ea	\$ 41.84	\$ 209.20
	5	7XL - 8XL Tall/Long*	Ea	\$ 41.84	\$ 209.20

**WVDOH High-Visibility Uniforms
Pricing Page, Attachment A (ATT A)**

VENDOR NAME: Bienali Promotions, LLC

Contract Item #	District Est. Qty	Item Description & Adult Sizes <i>* indicates custom sizes</i>	UOM	Unit Bid Price	Extended Total
5		Enhanced Visibility Long Sleeve Button Down Work Shirt (Section 3.3.4.3) Navy Blue, 100% Cotton, Left and Right Chest Pocket <i>Vendor's Billing System Description:</i>	-----	-----	-----
	70	Small - XL	Ea	\$ 39.84	\$ 2,788.80
	70	2XL - 4XL	Ea	\$ 39.84	\$ 2,788.80
	5	5XL - 6XL*	Ea	\$ 39.84	\$ 199.20
	5	7XL - 8XL*	Ea	\$ 39.84	\$ 199.20
	20	Small - XL Tall/Long	Ea	\$ 41.84	\$ 836.80
	20	2XL - 4XL Tall/Long	Ea	\$ 41.84	\$ 836.80
	5	5XL - 6XL Tall/Long*	Ea	\$ 41.84	\$ 209.20
	5	7XL - 8XL Tall/Long*	Ea	\$ 41.84	\$ 209.20
6		ANSI Class 2 High Visibility 3-Season Hip Jacket (Section 3.3.4.4) Lime Yellow, 100% Polyester <i>Vendor's Billing System Description:</i>	-----	-----	-----
	130	Small - XL	Ea	\$ 43.08	\$ 5,600.40
	90	2XL - 4XL	Ea	\$ 43.08	\$ 3,877.20
	5	5XL - 6XL*	Ea	\$ 43.08	\$ 215.40
	5	7XL - 8XL*	Ea	\$ 43.08	\$ 215.40
	20	Small - XL Tall/Long*	Ea	\$ 45.08	\$ 901.60
	20	2XL - 4XL Tall/Long*	Ea	\$ 45.08	\$ 901.60
	5	5XL - 6XL Tall/Long*	Ea	\$ 45.08	\$ 225.40
	5	7XL - 8XL Tall/Long*	Ea	\$ 45.08	\$ 225.40
7		Enhanced Visibility Denim Work Pants - Men's Cut (Section 3.3.5.1) Dark Blue Denim/Jean material (inseam specified at time of order) <i>Vendor's Billing System Description:</i>	-----	-----	-----
	1000	Waist Size 28" or lower -42"	Ea	\$ 70.80	\$ 70,800.00
	180	Waist Size 44"-50"	Ea	\$ 70.80	\$ 12,744.00

**WVDOH High-Visibility Uniforms
Pricing Page, Attachment A (ATT A)**

VENDOR NAME: Bienali Promotions, LLC

Contract Item #	District Est. Qty	Item Description & Adult Sizes <i>* indicates custom sizes</i>	UOM	Unit Bid Price	Extended Total
	15	Waist Size 52"-60"*	Ea	\$ 70.80	\$ 1,062.00
	5	Waist Size 62"-66" or greater*	Ea	\$ 70.80	\$ 354.00

**WVDOH High-Visibility Uniforms
Pricing Page, Attachment A (ATT A)**

VENDOR NAME: Bienali Promotions, LLC

Contract Item #	District Est. Qty	Item Description & Adult Sizes <i>* indicates custom sizes</i>	UOM	Unit Bid Price	Extended Total
8		Enhanced Visibility Denim Work Pants - Women's Cut (Section 3.3.5.1) Dark Blue Denim/Jean material (inseam specified at time of order) <i>Vendor's Billing System Description:</i>	-----	-----	-----
	125	Size 4-16	Ea	\$ 70.80	\$ 8,850.00
	40	Size 18-20	Ea	\$ 70.80	\$ 2,832.00
	10	Size 22-26*	Ea	\$ 70.80	\$ 708.00
9		Enhanced Visibility Cotton Work Pants - Men's Cut (Section 3.3.5.2) Navy Blue, 100% Cotton (inseam specified at time of order) <i>Vendor's Billing System Description:</i>	-----	-----	-----
	20	Waist Size 28" or lower -42"	Ea	\$ 48.10	\$ 962.00
	10	Waist Size 44"-50"	Ea	\$ 48.10	\$ 481.00
	3	Waist Size 52"-60"*	Ea	\$ 48.10	\$ 144.30
	2	Waist Size 62"-66" or greater*	Ea	\$ 48.10	\$ 96.20
10		Enhanced Visibility Cotton Work Pants - Women's Cut (Section 3.3.5.2) Navy Blue, 100% Cotton (inseam specified at time of order) <i>Vendor's Billing System Description:</i>	-----	-----	-----
	3	Size 4-16	Ea	\$ 48.10	\$ 144.30
	1	Size 18-20	Ea	\$ 48.10	\$ 48.10
	1	Size 22-26*	Ea	\$ 48.10	\$ 48.10
11		Enhanced Visibility Cargo Pants - Men's Cut (Section 3.3.5.3), Navy Blue, blended Material 65% Polyester and 35% Cotton (inseam specified at time of order) <i>Vendor's Billing System Description:</i>	-----	-----	-----
	23	Waist Size 28" or lower -42"	Ea	\$ 48.10	\$ 1,106.30
	1	Waist Size 44"-50"	Ea	\$ 48.10	\$ 48.10
	1	Waist Size 52"-60"*	Ea	\$ 48.10	\$ 48.10

**WVDOH High-Visibility Uniforms
Pricing Page, Attachment A (ATT A)**

VENDOR NAME: Bienali Promotions, LLC

Contract Item #	District Est. Qty	Item Description & Adult Sizes <i>* indicates custom sizes</i>	UOM	Unit Bid Price	Extended Total
	1	Waist Size 62"-66" or greater*	Ea	\$ 48.10	\$ 48.10

WVDOH High-Visibility Uniforms
Pricing Page, Attachment A (ATT A)

VENDOR NAME: Bienali Promotions, LLC

Contract Item #	District Est. Qty	Item Description & Adult Sizes <i>* indicates custom sizes</i>	UOM	Unit Bid Price	Extended Total
12		Enhanced Visibility Cargo Pants - Women's Cut (Section 3.3.5.3), Navy Blue, blended Material 65% Polyester and 35% Cotton (inseam specified at time of order) <i>Vendor's Billing System Description:</i>	-----	-----	-----
	3	Size 4-16	Ea	\$ 48.10	\$ 144.30
	1	Size 18-20	Ea	\$ 48.10	\$ 48.10
	1	Size 22-26*	Ea	\$ 48.10	\$ 48.10
13		Enhanced Visibility Unlined Flame-Resistant Coveralls (Section 3.3.5.4) Navy Blue, 2-way Zipper, Left and Right Chest Pocket <i>Vendor's Billing System Description:</i>	-----	-----	-----
	50	Size 38 -50 Regular (Small - X Large)	Ea	\$ 168.74	\$ 8,437.00
	20	Size 38 -50 Long (Small - X Large)	Ea	\$ 170.74	\$ 3,414.80
	10	Size 52-54 Regular (2X Large)	Ea	\$ 168.74	\$ 1,687.40
	10	Size 52-54 Long (2X Large)	Ea	\$ 170.74	\$ 1,707.40
	3	Size 56-58 Regular (3X Large)*	Ea	\$ 168.74	\$ 506.22
	3	Size 56-58 Long (3X Large)*	Ea	\$ 170.74	\$ 512.22
	2	Size 60 - 62 Regular (4X Large)*	Ea	\$ 168.74	\$ 337.48
14		Enhanced Visibility Unlined Denim Bib-Overalls (Section 3.3.5.5) Dark Blue Denim/Jean Material, Adjustable buckled suspenders, Left and/or Right Chest Pocket <i>Vendor's Billing System Description:</i>	-----	-----	-----
	1	Waist Size 30"-50"	Ea	\$ 72.98	\$ 72.98
	1	Waist Size 52"-54" *	Ea	\$ 72.98	\$ 72.98
	1	Waist Size 56"-58" *	Ea	\$ 72.98	\$ 72.98
		Waist Size 30"-50" Tall/Long		\$ 74.98	
	1	Waist Size 52"-54" Tall/Long*	Ea	\$ 74.98	\$ 74.98
	1	Waist Size 56"-58" Tall/Long*	Ea	\$ 74.98	\$ 74.98

WVDOH High-Visibility Uniforms
Pricing Page, Attachment A (ATT A)

VENDOR NAME: Bienali Promotions, LLC

Contract Item #	District Est. Qty	Item Description & Adult Sizes <i>* indicates custom sizes</i>	UOM	Unit Bid Price	Extended Total
15		ANSI Class 3 High Visibility Vests (Section 3.3.6) Lime, Mesh Polyester, with a front zipper closure and sleeves <i>Vendor's Billing System Description:</i>	-----	-----	-----
	12	Small - XL	Ea	\$ 8.10	\$ 97.20
	7	2XL - 4XL	Ea	\$ 8.10	\$ 56.70
	2	5XL -6XL	Ea	\$ 8.10	\$ 16.20
	1	7XL - 8XL*	Ea	\$ 8.10	\$ 8.10
TOTAL EXTENDED COST					\$ 259,671.10

REQUEST FOR QUOTATION
WVDOH High-Visibility Uniforms

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** 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. The uniform pilot program will initially service one district but may eventually be used to service all WVDOH districts and applicable divisions, approximately 2800 employees in all, enhancing their visibility while working in or adjacent to moving traffic, heavy equipment, work zones, or other endangering elements.
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“ADO” and “Agency Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
 - 2.2 **“ANSI”** - The American National Standards Institute. Reference: www.ansi.org.
 - 2.3 **“ANSI Class 2 High Visibility”** used throughout this Solicitation shall meet Industry Standards ANSI/ISEA 107-2004 Class Standards for those workers working near traffic speeds of greater than 25 miles per hour. Fluorescent lime-yellow shall enhance daytime and low-light visibility. Garments shall include, at a minimum: 775 square inches high visibility fabric and 201 square inches of reflective tape. Garments shall uphold during daily wear and tear and industrial wash.
 - 2.4 **“Contract Item(s)”** - The list of items available for Vendor to provide pricing as identified in Section 3.3 of this Solicitation and referenced throughout.
 - 2.5 **“Contractor” or “Vendor”** – interchangeable terms referring to any person or entity that submits 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 Contract Items through this contract.
 - 2.6 **“Custom Size”** – shirts, jackets, and vests sizes 5XL or 5XL Tall/Long or larger. Men’s pants that are waist size 52” or larger. Coveralls which are size 3X or 3XLong or larger. Bib-Overalls which are waist size 52” or larger. Women’s cut pants that are size 22 or larger.

REQUEST FOR QUOTATION
WVDOH High-Visibility Uniforms

- 2.7 “Enhanced Visibility”** used throughout this Solicitation shall mean “To enhance the visibility of a garment.” There are no governmental regulations/standards mandating the measurement/style of enhancement to a garment. Enhancements to the garments rented on this Contract shall be, at a minimum, no less than 74 linear inches of reflective tape per shirt and no less than 36 linear inches of reflective tape per pant. For pants, retroreflective stripes shall be of a split-trim design with a minimum tape width of 1” stripes positioned as a parallel pair, between one (1”) and two (2”) inches apart, providing 360° visibility of the wearer. For FR Coveralls, a split-trim design is preferred but not required. Garments shall uphold during daily wear and tear and industrial wash.
- 2.8 “FOB” or “Free on Board”** - Indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.9 “FR” or “Flame-Resistant”** - material designed to be less likely to catch fire when exposed to combustion and high temperatures. In cases where the fabric does ignite, fabric will not continue to burn once the heat source is removed. FR Garments shall withstand daily wear and tear from welding and shall be labeled by the garment manufacturer to retain Flame-Resistant properties regardless of the number of industrial washes.
- 2.10 “MSDS”** used throughout this Solicitation shall mean Material Safety Data Sheet.
- 2.11 “Normal Wear and Tear”** used throughout this Solicitation shall mean the nature of daily work for all employees participating in this program, and shall include, but is not limited to, working in and around asphalt, concrete, oil, grease, and chemicals.
- 2.12 “PPE” or “Personal Protective Equipment”** – garments designated as High Visibility, Enhanced Visibility, or Flame-Resistant within this contract.
- 2.13 “Pricing Pages,” “Attachment A,” and “ATT A”** - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
- 2.14 “Reflective Tape”** used throughout this Solicitation shall mean being illuminated by a light source, such as headlights, by returning the light back toward the original source and reaching a vehicle driver’s eye. Reflective Tape used on the garments shall uphold during daily wear and tear and industrial wash.
- 2.15 “Solicitation”** - The official notice of an opportunity to supply the State with goods or services.

REQUEST FOR QUOTATION
WVDOH High-Visibility Uniforms

- 2.16 “Standard Size”** – any size not defined as a custom size in Section 2.6.
- 2.17 “Standard Specs”** - Used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.18 “Vendor”** - used throughout this Solicitation refers to 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.
- 2.19 “WVDOH” or “Agency”** - Interchangeable terms for the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

- 3.1 Indemnity and Warranty:** ANSI Class 2 High Visibility materials shall, at a minimum, conform to the requirements of ANSI/ISEA 107-2020 for ANSI Class 2 High Visibility standards. Vendor shall provide a copy of the manufacturer's Declaration of Conformity for high visibility garments. Enhanced Visibility garments shall meet the WVDOH Standards as defined in Section 2.7 of these Specifications.

The Vendor shall provide the MSDS information of material used for each style of shirts, pants, coveralls, bib-overalls, and jackets. The Vendor shall provide the MSDS and any manufacturer's certification for reflective tape material used for all garments. The Vendor should provide this information with their bid documents.

WVDOH is solely responsible for determining the safety standard requirements for the uniforms requested within these contract specifications, including the level of visibility and reflective ability needed. This includes, but is not limited to, ANSI Class 2 High-Visibility uniforms, Enhanced Visibility uniforms as defined in Section 2.7, and the Flame-Resistant clothing and garments as described in Section 3.3.4.4 as well as any OSHA or any other personal protective equipment. The vendor does not dictate what standard the Agency shall use. The vendor shall supply uniforms which meet the standards identified by the Agency within these specifications.

- 3.2 Documentation to be Included with the Bid:** The Vendor should carefully read the entire solicitation invitation and include as part of their bid response:

- Garment Samples

REQUEST FOR QUOTATION
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- WVDOH Logo Sample
- Declaration of Conformity, SDS, and manufacturers certification of reflective tape material
- Pricing Pages (Mandatory with bid submission)
- Any other required forms or supporting information as described herein.

Omitting any forms, attachments, or documentation as described throughout this contract could deem a bid non-responsive and result in the disqualification of the Vendor's bid response. If the Vendor fails to provide information with their bid document, the Vendor shall provide the requested information within five (5) business days after request has been made by the Purchasing Division, as failure to do so may result in the disqualification of the vendor's bid.

3.3 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.3.1 Workmanship & Quality: The compliant high visibility apparel shall be of expert workmanship, comfortable to wear, free of ragged edges, surface blemishes, loose strings, uneven seams, or any defect at the time of delivery. Any label that is sewn into the apparel must be of soft fabric that is not abrasive. All garments must be durable construction and intended for work use in manual labor conditions.

Garments shall be in new, clean condition and free from defects at the time of delivery. Garments must be suitable for residential laundering without the use of specialized detergents or dry cleaning.

3.3.2 WVDOH Identification/Logo: All shirts, coveralls, bib-overalls, and jackets must have the WVDOH logo permanently affixed over the left pocket area of every garment. The WVDOH will consider the use of a patch, screen printing, or custom embroidery to display the logo. Vendor should indicate which method they will utilize on the Pricing Page, ATT A. The cost for the logo shall be built into the bid price for each of these garments.

The WVDOH Identification/Logo Patch should only be affixed to garments ordered through this contract unless the vendor receives written consent from the WVDOT Procurement Division to use the logo on non-contract related orders.

3.3.2.1 Embroidered Patch Logos shall be 2 ½" x 4 ½", white material with a 1/8" dark blue embroidered border and dark blue

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WVDOH High-Visibility Uniforms

embroidered "WVDOH" letters. The embroidery thread shall match the same color of dark blue as the work pants. The patch backing shall be plastic coated consisting of polyester/cotton twill. The embroidery thread shall be rayon. Reference Exhibit 1 (EXH 1) for an example of the size and style of the patch.

3.3.2.2 Screen Printed or Direct Embroidered Logos shall contrast with the color garment to which they are applied. For Lime garments, logo should be in navy blue or black. For navy blue garments, logo should be in golden yellow or white and be of the same scale as shown in Exhibit 1 (EXH 1).

3.3.3 Shirts and Jackets: The Vendor's bid costs for each shirt style shall include short and long sleeve length and short and tall shirt tail length. Each shirt style and jacket size shall range from Adult Small to Adult 8XL and Tall sizes Large through 8XL. Custom size garments will observe a different delivery schedule from standard size garments, as described in Section 6.2.

3.3.3.1 ANSI Class 2 High Visibility Short Sleeve T-Shirts, Contract Item 1, shall be lime-yellow in color, 100% polyester material, with a left chest pocket.

3.3.3.2 ANSI Class 2 High Visibility Button Down Work Shirts, Contract Items 2 & 3, shall be offered as both short sleeve and long sleeve options. Button Down Work Shirts shall be lime-yellow in color, a blended material of 65% polyester and 35% cotton, with left and right chest pockets.

3.3.3.3 Enhanced Visibility Button Down Work Shirts, Contract Items 4 & 5, shall be offered as both short sleeve and long sleeve options. Button Down Work Shirts shall be dark navy blue in color, 100% cotton material, with left and right chest pockets.

3.3.3.4 ANSI Class 2 High Visibility Jackets, Contract Item 6, shall be hip-style/bomber style, three (3) season (Fall, Winter, and Spring) jackets and shall be lime-yellow in color, 100% polyester material. A three-season jacket shall have either a quilted lining or a zip-in liner included with the jacket and shall be water-resistant.

3.3.4 Pants, Coveralls and Bib-Overalls: The Vendor's bid costs for each type of pants shall be provided for the sizes listed on the Pricing Pages, ATT A. Coveralls, and Bib-Overalls shall include regular and long inseams. Custom size garments will observe a different delivery schedule from standard size garments, as described in Section 6.2.

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WVDOH High-Visibility Uniforms

3.3.4.1 Enhanced Visibility Denim Work Pants, Contract Items 7 & 8, shall be a dark blue denim/jean material sized in men's cut and women's cut.

3.3.4.2 Enhanced Visibility Cotton Work Pants, Contract Items 9 & 10, shall be dark navy blue in color, 100% cotton material and sized in men's cut and women's cut.

3.3.4.3 Enhanced Visibility Cargo Pants, Contract Items 11 & 12, shall be a dark navy blue in color, a blended material of 65% polyester and 35% cotton, and sized in men's cut and women's cut.

3.3.4.4 Enhanced Visibility Coveralls, Contract Item 13, shall meet ASTM Standard F1506 and should be either 100% cotton material or an 88% FR Cotton/12% High-Tenacity Nylon Twill blend. Coveralls must offer flame-resistant protection suitable for welding, be dark navy blue in color, unlined, with a two-way zipper and have left and right chest pockets.

3.3.4.5 Enhanced Visibility Unlined Denim Bib-Overalls, Contract Item 14, shall be dark blue denim/jean material, unlined, with one or two front chest pockets, and adjustable buckled suspenders.

3.3.5 ANSI Class 3 High Visibility Vests, Contract Item #15, shall be Lime, Mesh Polyester, with a front zipper closure and sleeves.

3.4 Product Samples of Contract Items 1 through 15: If the Vendor has not already, they should submit samples of the exact materials, quality, workmanship, style and color of the garments and patch, if applicable, with their bid response for each Contract Item on the Pricing Pages, Attachment A (ATT A). If the Vendor chooses not to provide samples with their bid response, if requested by the State of WV, the Vendor must provide samples to the State of WV within five (5) working days of the request. Failure to provide requested samples within this timeframe, if requested, will result in the disqualification of the entire bid.

3.4.1 WVDOH reserves the right to tear, cut, or do whatever is necessary or required to test the sample for quality and workmanship before accepting and awarding that item. Samples will be returned to the Vendors following the contract's award, upon request.

3.5 Start-up Procedure: The vendor may host an initial sizing event for Districts to help outfit employees. Within 10 working days of the award of this contract the vendor will meet with the Agency to provide order forms and instructions to

REQUEST FOR QUOTATION
WVDOH High-Visibility Uniforms

Uniform Coordinators on the ordering process and measuring procedures and sizing guidelines as well as the vendors process for handling returns and exchanges.

- 3.5.1 The Vendor must also provide a draft "Customer Sizing Form" in an editable format (the Agency may need to alter the form to include any necessary signoffs needed to approve orders by supervisors, etc.).
 - 3.5.2 Vendor must deliver orders sorted by employee and pre-packaged, with each package labelled with the employee's name.
 - 3.5.3 For the initial start-up of the contract, as well as for the initial start-up of additional districts added to the WVDOH uniform pilot program using this contract, orders should be fulfilled within 45 days of the ADO acceptance, except for custom sizes as per section 6.2.
- 3.6 **Exchanges/Refunds:** Only new Contract Items will be considered for Exchange/Return, apart from items with manufacturer defects that are not discovered until worn. Manufacturer defects include seam failures and unraveling of reflective tape. Worn items with these manufacturer defects may be returned after use, within 30 days of being received. No restocking fee shall apply.
- 3.6.1 Vendor shall be responsible for the collection of the uniforms due to incorrect delivery at their own expense.
 - 3.6.2 Vendors shall be responsible for the collection of the uniforms due to manufacturer defects, as described in 3.6, at their own expense.
 - 3.6.3 Uniforms delivered which need to be returned and exchanged for another size or another article of clothing, regardless of alterations made, or which need to be returned due to staffing changes occurring after order placement, shall be returned to the vendor at WVDOH's expense.

4. CONTRACT AWARD:

- 4.1 **Contract Award:** This Contract is intended to provide Agencies with a purchase price on all Contract Items, in all sizes. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on ATT A. Vendor must bid all Contract Items in all sizes to be awarded; failure to bid all Contract Items in all sizes will result in the disqualification of the entire bid.
- 4.2 **Pricing Pages, Attachment A ("ATT A"):** Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed. Vendors shall factor into their bid prices all equipment, materials, delivery, and labor required to provide

REQUEST FOR QUOTATION
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Contract Items, including the WVDOH Identification/Logo and its application. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

4.2.1 The Pricing Pages contain a list of Contract Items and estimated purchase volumes. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

4.2.2 Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

4.2.3 Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on the **Pricing Pages, Attachment A (ATT A)**, shall result in the disqualification of Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2 shall result in the disqualification of Vendor's bid in its entirety.

Vendors must provide their bid prices on the Pricing Page, Attachment A (ATT A). Bid prices entered directly in the wvOASIS system will not be considered for bid evaluation or award. Comments or other notations made on commodity line descriptions will not be considered for bid evaluation or award.

4.2.4 Description in Vendors Billing System: Vendor should list the description of Contract Items as they will appear on the Vendors future invoices under this contract, if the vendor's description differs from the description listed on the Pricing Page (ATT A) with the solicitation. Providing this information with the bid facilitates future payment processing.

4.3 Cooperative Contracting: The purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request, excluding the use of the WVDOH Identification/Logo. Agencies under the

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authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

5. ORDERING, INVOICING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

5.2 Agency Delivery Order ("ADO"): District personnel must issue an ADO from wvOASIS for specific quantities of materials based on each project's requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in wvOASIS and approved to "Final" prior to placing the order with the Vendor. The District is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order.** In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.

Emergencies shall be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

5.3 Invoicing: Invoices submitted to WVDOH for payment should contain the following information:

- a. Vendor's name and payment remit-to address, as they appear in Vendor's wvOASIS account.
- b. The corresponding order's ADO number.
- c. The ordering Agency's delivery site
- d. The Contract Item description, unit price, quantity, and extended total.
- e. The date(s) Contract Items were delivered.

5.4 Payment: Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds

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Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

6.1 Project Acceptance and Written Verification of Receipt: Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADOs and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within five (5) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.

6.2 Delivery Time: Vendor shall deliver orders for standard size items within 20 calendar days after orders are received. Vendor shall deliver orders for custom size items within 90 calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of a ADO.

6.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled delivery date noted on the Agency's order.** Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from another vendor or proceed with an Emergency Purchase from the open market.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the West Virginia Purchasing Division.

6.3.1 Force Majeure: It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control,

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including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

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

Deliveries made by the vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the pricing pages, contract specifications or ADO. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

- 6.5 Return of Unacceptable Items:** The decision of the WVDOH regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable at the time of delivery and acceptance, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive full credit or refund for the purchase price, at the Agency's discretion.

- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.

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- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Vendor Name Change:** It is the Vendor's responsibility to notify the WVDOH of name changes or acquisition by another company during the term of the contract. The WVDOH must be notified in writing of the change/acquisition and intention for the contract's ownership within 10 days of the change. **Failure to do so may result in payment delays.**
- 8.4 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: Lawri Zessar
Telephone Number: 847-926-7253
Fax Number: _____
Email Address: lzessar@vianet.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

About Bienali

Bienali Custom is the premiere North American importer and domestic supplier of customized Apparel & Promotional Items, Bags, Packaging and PPE. The Chicagoland area-based firm handles a wide range of client needs in the areas of product development, product management, sourcing, importing, and distribution across a broad spectrum of industries. Bienali is both a certified woman- and minority-owned business.

Core Services

Sourcing	Fulfillment Program Management
Design and Development	Private Label and Shipping
Quality Control and Safety	Warehousing
Logistics	Online Stores
Safety Equipment	Apparel

Opportunity. Diversity. Excellence

Differentiators: Bienali VALUE Proposition

- **Bienali In-house Design Team** provides the customer with creative and custom products for greatest ROI. Also, we have a database of over 100,000+ items.
- **Bienali Offers Lowest Pricing and Highest Return on Investment** – Our extensive vendor relationships and access to industry discount pricing provides highest quality at best pricing. We are known to save our customers over 50% on their orders with our direct factory relationships.

- **Bienali Provides Customers with Credit Float - Eliminates need for Capital Investment** – With credit approval, invoices are submitted AFTER delivery of goods at your site.

• **Bienali has a customized line of Bags and Totes**, Bienali Bags™, featuring beautiful designs and exceptional quality. We specialize in high volume and sell over 180,000+ Cosmetic bags as Gift with Purchase/ Packaging a year.

• **Bienali Eliminates Customer's Staff Investment of Time and Efforts** – With our knowledge of what products make the biggest impact, we can ensure that your promotional investments will provide the customer the highest return.

Past and Current Projects

- University of Illinois Punchout Catalog
- Chicago City Colleges Premium Program
- Allstate Foundation Purple Purse Domestic Abuse Awareness Campaign
- Blue Cross Blue Shield of Illinois Medicaid PPE Program
- Revlon Beauty Bags and Promos
- Rivers Casino Supplier of Appliances and High-end Prize Merchandise

Recognition

- **Honors and Awards -**
 - MBEs Who Rock Award
 - Enterprising Women of the Year Award
 - Advocacy Committee Chicago Minority Development Center
 - Honorary Membership to Englewood Blue Business Accelerator
 - "Woman of Influence" Award
 - WBDC Advisory Committee

Company Data

- **NAICS Code:** 423920-40, 423990, 424110-20, 424310-30, 425110-20, 541850-90, 561910-20, 561990
- **Corporate/ Government Certifications:** WBENC, NMSDC, WOSB, Illinois BEP, Chi Amer Marketing Assoc
- Certified Peta-Approved Vegan



- **Company Footprint:** Warehousing & Delivery, Coast-Coast & Internationally
- **Accept Credit and Purchase Cards:** Yes
- **ASI#:** 244803
- **Employees:** 8 F/T, 4 P/T

Bienali Gives Back

Proceeds from the sale of the Bienali Line are donated to many charities that help empower women through business development, education, legal assistance and housing as well as eco-friendly charities.

Bienali Custom

1811 St. Johns Ave. Suite 201
Highland Park, IL 60035

Email: sales@bienali.com

Phone : 847.926.SALE

Lauri Zessar, CEO & Founder – lzessar@bienali.com

Peggy Brett, Office Administrator – pbrett@bienali.com



