



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 1

List View

General Information

[Contact](#)

[Default Values](#)

[Discount](#)

[Document Information](#)

[Clarification Request](#)

Procurement Folder: 761461

Procurement Type: Central Master Agreement

Vendor ID: 000000173719

Legal Name: ARTISTIC PROMOTIONS LLC

Alias/DBA:

Total Bid: \$0.00

Response Date: 10/06/2020

Response Time: 13:18

Responded By User ID: ArtisticPromos

First Name: Ryan

Last Name: Westerman

Email: ryan@apbranded.com

Phone: 304-766-7760

SO Doc Code: CRFQ

SO Dept: 0314

SO Doc ID: HST2100000003

Published Date: 9/21/20

Close Date: 10/6/20

Close Time: 13:30

Status: Closed

Solicitation Description: Miners' Health Safety and Training Clothing

Total of Header Attachments: 1

Total of All Attachments: 1



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: 761461
Solicitation Description: Miners' Health Safety and Training Clothing
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2020-10-06 13:30	SR 0314 ESR10062000000002840	1

VENDOR
000000173719
ARTISTIC PROMOTIONS LLC

Solicitation Number: CRFQ 0314 HST2100000003
Total Bid: 0
Response Date: 2020-10-06
Response Time: 13:18:41
Comments: Since there was no reference to exact brands, we used the apparel we have supplied in the past. Price includes all decoration including striping on select items and shipping costs.

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
(304) 558-2063
dusty.j.smith@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	Clothing	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
53100000			

Commodity Line Comments: See attached

Extended Description:

Clothing



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: 761461			Reason for Modification:
Doc Description: Miners' Health Safety and Training Clothing			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-09-21	2020-10-06 13:30	CRFQ 0314 HST2100000003	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000173719
Vendor Name : Artistic Promotions LLC
Address : 2306 Charles Avenue
Street :
City : Dunbar
State : WV **Country :** US **Zip :** 25064
Principal Contact : Ryan Westerman
Vendor Contact Phone: 304-766-7760 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
(304) 558-2063
dusty.j.smith@wv.gov

Vendor
Signature X

FEIN# 31-1544903

DATE 10-6-20

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE MINERS HEALTH AND SAFETY, IS SOLICITING BIDS FOR THE OPEN-END CONTRACT FOR UNIFORMS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DUSTY.J.SMITH@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

****PLEASE NOTE MAKE SURE YOU DOWNLOAD ALL OF THE DOCUMENTS ****

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

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

Comm Code	Manufacturer	Specification	Model #
53100000			

Extended Description:

Clothing

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTIONS 10AM	2020-09-28

	Document Phase	Document Description	Page 3
HST2100000003	Final	Miners' Health Safety and Training Clothing	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: **SEPTEMBER 28, 2020**

Submit Questions to: **DUSTY SMITH**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: **DUSTY.J.SMITH@WV.GOV**

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

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

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

SEALED BID: UNIFORM CLOTHING

BUYER: DUSTY SMITH

SOLICITATION NO.: CRFQ HST2100000003

BID OPENING DATE: OCTOBER 6, 2020

BID OPENING TIME: 1:30 PM

FAX NUMBER: 304-558-3970

Revised 01/09/2020

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

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

Bid Opening Date and Time: OCTOBER 6, 2020 1:30 PM

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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

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

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

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on Upon Award _____ and extends for a period of One year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

☐ **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 and must include the State as an additional insured on each policy 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 or not that insurance requirement is listed in this section.

Vendor must maintain:

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

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

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

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

15. 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 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.

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 with regard to 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

45. 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

Contractor's Name: _____
Contractor's License No.: WV- _____

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

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

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

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

[illegible]

Attach additional pages if necessary

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

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

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

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.

(Name, Title)

Ryan Westerman, Owner/President

(Printed Name and Title)

2306 Charles Avenue, Dunbar WV 25064

(Address)

304-766-7760/304-382-0406

(Phone Number) / (Fax Number)

ryan@apbranded.com

(email address)

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

Artistic Promotions LLC

(Company)

 Ryan Westerman President
(Authorized Signature) (Representative Name, Title)

Ryan Westerman, Owner/President

(Printed Name and Title of Authorized Representative)

10-6-2020

(Date)

304-766-7760/304-382-0406

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

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

Artistic Promotions LLC

Company

Authorized Signature

10-6-20

Date

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

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Office of Miners' Health, Safety and Training to establish an open-end contract for clothing.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **Solicitation** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Contract Item #1 – Coveralls**
 - 3.1.1.1 Coveralls must be made with a 65% polyester/ 35% cotton twill.
 - 3.1.1.2 Coveralls must have a soil-release finish or equal to.
 - 3.1.1.3 Coveralls must have a polyester lining.
 - 3.1.1.4 Coveralls must have insulation.
 - 3.1.1.5 Coveralls must have a full zippered closure, with gripper snaps closures.
 - 3.1.1.6 Coveralls must have a collar attached.
 - 3.1.1.7 Coveralls must two set-in front pockets.
 - 3.1.1.8 Coveralls must have two chest pockets.
 - 3.1.1.9 Coveralls must have two patch hip pockets, allowing access to clothes under coveralls.
 - 3.1.1.10 Coveralls must have a one-piece rule pocket.

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

- 3.1.1.11 Coveralls must have a utility pocket on the sleeve.
- 3.1.1.12 Coveralls must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.1.13 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.1.14 Coveralls must have stitched patch of American flag on the left arm.
- 3.1.1.15 Coveralls must have a zipper on the bottom of each leg.
- 3.1.1.16 Coveralls must have reflective bands on each upper arm, mid-calf and a crisscrossing reflective strip on the upper back.
- 3.1.1.17 Coveralls must come in Navy Blue.
- 3.1.1.18 Coveralls must come in sizes 30, 42, 44, 46 short- 42, 44, 46, 48, 50, 52, 54, 56, 58, 58, 60 regular- 42, 46, 48, 50, 52, 54, 56, 58, 64 long.

3.1.2 Contract Item #2 – Bib Overalls

- 3.1.2.1 Bib Overalls must be 100% cotton twill.
- 3.1.2.2 Bib Overalls must have a soil-release finish or equal to.
- 3.1.2.3 Bib Overalls must have over the shoulder straps, with buckle closures on the chest.
- 3.1.2.4 Bib Overalls must have two or three snap closures on each side of waist.
- 3.1.2.5 Bib Overalls must have a zippered fly in the front.
- 3.1.2.6 Bib Overalls must have chest pockets, two front utility pockets, and two rear pockets.
- 3.1.2.7 Bib Overalls must have a hammer loop on one leg.
- 3.1.2.8 Bib Overalls must have reflective bands on each leg.
- 3.1.2.9 Bib Overalls must have reflective strips on the upper back.
- 3.1.2.10 Bib Overalls must come in Navy Blue.
- 3.1.2.11 Bib Overalls must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.2.12 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.2.13 Bib Overalls must come in waists of 29 to 60 and lengths of 26 to 34

3.1.3 Contract Item #3 – Work Jeans

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

- 3.1.3.1 Work Jeans must be 11.75oz or greater, 100% cotton twill.
 - 3.1.3.2 Work Jeans must have a fit that is slightly above the waist.
 - 3.1.3.3 Work Jeans must have relaxed fit in seat and thighs.
 - 3.1.3.4 Work Jeans must have two rear and two front utility pockets.
 - 3.1.3.5 Work Jeans must have a left leg hammer loop.
 - 3.1.3.6 Work Jeans must be straight leg, over the boot fit.
 - 3.1.3.7 Work Jeans must come with two sets of reflective stripes on both legs, one on the lower calf and one on the thigh.
 - 3.1.3.8 Work Jeans must come in waists of 29 to 60 and lengths of 28 to 34.
- 3.1.4 Contract Item # 4 Khaki Work Pants**
- 3.1.4.1 Khaki Work Pants must be made from a 65% polyester/ 35% cotton twill.
 - 3.1.4.2 Khaki Work Pants must be boot cut, or equal to.
 - 3.1.4.3 Khaki Work Pants must have front zipper.
 - 3.1.4.4 Khaki Work Pants must have belt loops.
 - 3.1.4.5 Khaki Work Pants must have two front and two back pockets.
 - 3.1.4.6 Khaki Work Pants must have a flat-front design.
 - 3.1.4.7 Khaki Work Pants must be customizable with multiple WVOMHST embroidered, screen printed or dyed logos.
 - 3.1.4.8 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
 - 3.1.4.9 Khaki Work Pants must come in waists of 29 to 60 and lengths of 28 to 34.
- 3.1.5 Contract Item # 5 - Industrial Short Sleeve Work Shirt**
- 3.1.5.1 Industrial Short Sleeve Work Shirt must be a pre-shrunk, 65% polyester/ 35% cotton blend.
 - 3.1.5.2 Industrial Short Sleeve Work Shirt must come in Navy, Grey or Black.
 - 3.1.5.3 Industrial Short Sleeve Work Shirt must have a lined, two-piece collar with permanent stays and snap closure.
 - 3.1.5.4 Industrial Short Sleeve Work Shirt must have a full button front closure.
 - 3.1.5.5 Industrial Short Sleeve Work Shirt must have button-through chest pockets with a pencil division on the left pocket.

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

- 3.1.5.6 Industrial Short Sleeve Work Shirt must have button-closure on the sleeve cuffs.
- 3.1.5.7 Industrial Short Sleeve Work Shirt must be fade and wrinkle resistant.
- 3.1.5.8 Industrial Short Sleeve Work Shirt must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.5.9 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.5.10 Industrial Short Sleeve Work Shirt must come in sizes small to 6xl.

3.1.6 Contract Item # 6 - Industrial Long Sleeve Work Shirt

- 3.1.6.1 Industrial Long Sleeve Work Shirt must be a pre-shrunk, 65% polyester/ 35% cotton blend.
- 3.1.6.2 Industrial Short Sleeve Work Shirt must come in Navy, Grey or Black.
- 3.1.6.3 Industrial Long Sleeve Work Shirt must have a lined, two-piece collar with permanent stays and snap closure.
- 3.1.6.4 Industrial Long Sleeve Work Shirt must have a full button front closure.
- 3.1.6.5 Industrial Long Sleeve Work Shirt must have button-through chest pockets with a pencil division on the left pocket.
- 3.1.6.6 Industrial Long Sleeve Work Shirt must have button-closure on the sleeve cuffs.
- 3.1.6.7 Industrial Long Sleeve Work Shirt must be fade and wrinkle resistant.
- 3.1.6.8 Industrial Long Sleeve Work Shirt must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.6.9 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.6.10 Industrial Long Sleeve Work Shirt must come in sizes small to 6xl.

3.1.7 Contract Item # 7- Denim Long-Sleeve Shirt

- 3.1.7.1 Denim Long-Sleeve Shirt must be 100% cotton twill.
- 3.1.7.2 Denim Long-Sleeve Shirt must have a full button-down closure.

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

- 3.1.7.3 Denim Long-Sleeve Shirt must have a button-down collar.
- 3.1.7.4 Denim Long-Sleeve Shirt must have a button-through pocket on the left chest.
- 3.1.7.5 Denim Long-Sleeve Shirt must have button-closure on the sleeve cuffs.
- 3.1.7.6 Denim Long-Sleeve Shirt must come in Blue and Black.
- 3.1.7.7 Denim Long-Sleeve Shirt must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.7.8 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.7.9 Denim Long-Sleeve Shirt must come in sizes from small to 6xl.

3.1.8 Contract Item #8 - Short Sleeved T-Shirt

- 3.1.8.1 Short Sleeved T-Shirt must be pre-shrunk, 100% cotton.
- 3.1.8.2 Short Sleeved T-Shirt must come in Navy, Grey, White and Black.
- 3.1.8.3 Short Sleeve T-Shirt must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.8.4 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.8.5 Short Sleeved T-Shirt must have a breast pocket.
- 3.1.8.6 Short Sleeved T-Shirt must come in sizes small to 6xl.

3.1.9 Contract Item #9 - Ladies Short Sleeved T-Shirt

- 3.1.9.1 Ladies Short Sleeved T-Shirt must be pre-shrunk, 100% cotton.
- 3.1.9.2 Ladies Short Sleeved T-Shirt must come in Navy, Grey, White and Black.
- 3.1.9.3 Ladies Short Sleeve T-Shirt must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.9.4 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.9.5 Ladies Short Sleeved T-Shirt must come in sizes small to 2xl

3.1.10 Contract Item #10 - Long Sleeved T-Shirt

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

- 3.1.10.1 Long Sleeved T-Shirt must be pre-shrunk, 100% cotton.
- 3.1.10.2 Long Sleeved T-Shirt must come in Navy, Grey, White and Black.
- 3.1.10.3 Long Sleeve T-Shirt must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.10.4 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.10.5 Long Sleeved T-Shirt must have a breast pocket.
- 3.1.10.6 Long Sleeved T-Shirt must come in sizes small to 6xl.

3.1.11 Contract Item # 11 - Moisture Wicking Polo

- 3.1.11.1 Moisture Wicking Polo must be 100% polyester pique.
- 3.1.11.2 Moisture Wicking Polo must be moisture wicking.
- 3.1.11.3 Moisture Wicking Polo must be antimicrobial.
- 3.1.11.4 Moisture Wicking Polo must have an attached flat knit collar.
- 3.1.11.5 Moisture Wicking Polo must have a two-button closure V-neck.
- 3.1.11.6 Moisture Wicking Polo must come in Navy, Grey, Gold, White and Black.
- 3.1.11.7 Moisture Wicking Polo must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.11.8 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.11.9 Moisture Wicking Polo must come in sizes small to 6xl.

3.1.12 Contract Item # 12 - Short Sleeved Lightweight Polo

- 3.1.12.1 Short Sleeved Lightweight Polo must be a pre-shrunk, 65% polyester/ 35% cotton blend.
- 3.1.12.2 Short Sleeved Lightweight Polo must have an attached flat knit collar.
- 3.1.12.3 Short Sleeved Lightweight Polo must have a 3-button closure V-neck.
- 3.1.12.4 Short Sleeved Lightweight Polo must be wrinkle and shrink resistant.
- 3.1.12.5 Short Sleeved Lightweight Polo must have hem side vents.

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

- 3.1.12.6 Short Sleeved Lightweight Polo must come in Navy, Grey, Black and White.
- 3.1.12.7 Short Sleeved Lightweight Polo must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.12.8 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.12.9 Short Sleeved Lightweight Polo must come in sizes small to 6xl

3.1.13 Contract Item # 13 - Long Sleeved Lightweight Polo

- 3.1.13.1 Long Sleeved Lightweight Polo must be a pre-shrunk, 65% polyester/ 35% cotton blend.
- 3.1.13.2 Long Sleeved Lightweight Polo must have an attached flat knit collar.
- 3.1.13.3 Long Sleeved Lightweight Polo must have a 3-button closure V-neck.
- 3.1.13.4 Long Sleeved Lightweight Polo must be wrinkle and shrink resistant.
- 3.1.13.5 Long Sleeved Lightweight Polo must have hem side vents.
- 3.1.13.6 Long Sleeved Lightweight Polo must come in Navy, Grey, Black and White.
- 3.1.13.7 Long Sleeved Lightweight Polo must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.13.8 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.13.9 Long Sleeved Lightweight Polo must come in sizes small to 6xl

3.1.14 Contract Item # 14 – Vest

- 3.1.14.1 Vest must be 100% polyester.
- 3.1.14.2 Vest must have an attached collar.
- 3.1.14.3 Vest must have a full zippered front, to the top of the collar.
- 3.1.14.4 Vest must have two zippered hand pockets.
- 3.1.14.5 Vest must have an interior drawstring in bottom hem.
- 3.1.14.6 Vest must come in Black, Grey, and Navy.

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

- 3.1.14.7 Vest must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.14.8 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.14.9 Vest must come in sizes small to 6xl.

- 3.1.15 **Contract Item # 15 – Midweight Pull-Over Sweatshirt**
 - 3.1.15.1 Midweight Pull-Over Sweatshirt must be a pre-shrunk, 50 % polyester/ 50% cotton blend.
 - 3.1.15.2 Midweight Pull-Over Sweatshirt must have a stretchable V-neck patch on the top.
 - 3.1.15.3 Midweight Pull-Over Sweatshirt must have stretchable rib knit cuffs on each arm.
 - 3.1.15.4 Midweight Pull-Over Sweatshirt must have a stretchable rib knit waistband.
 - 3.1.15.5 Midweight Pull-Over Sweatshirt must come in Navy, Grey, and Black.
 - 3.1.15.6 Midweight Pull-Over Sweatshirt must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
 - 3.1.15.7 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
 - 3.1.15.8 Pull-Over Sweatshirt must come in sizes small to 6xl.

- 3.1.16 **Contract Item # 16 – Midweight Hooded Pull-Over Sweatshirt**
 - 3.1.16.1 Midweight Hooded Pull-Over Sweatshirt must be a pre-shrunk, 50 % polyester/ 50% cotton blend.
 - 3.1.16.2 Midweight Hooded Pull-Over Sweatshirt must have stretchable rib knit cuffs on each arm.
 - 3.1.16.3 Midweight Hooded Pull-Over Sweatshirt must have a stretchable rib knit waistband.
 - 3.1.16.4 Midweight Hooded Pull-Over Sweatshirt must have an attached hood with a drawstring closure.
 - 3.1.16.5 Midweight Hooded Pull-Over Sweatshirt must have a stretchable front hand warmer pocket.
 - 3.1.16.6 Midweight Hooded Pull-Over Sweatshirt must come in Navy, Grey, and Black.
 - 3.1.16.7 Midweight Hooded Pull-Over Sweatshirt must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

- 3.1.16.8 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.16.9 Midweight Hooded Pull-Over Sweatshirt must come in sizes small to 6xl

3.1.17 Contract Item #17 - Zippered Midweight Sweatshirt

- 3.1.17.1 Zippered Midweight Sweatshirt must be a pre-shrunk, 50 % polyester/ 50% cotton blend.
- 3.1.17.2 Zippered Midweight Sweatshirt must have stretchable rib knit cuffs on each arm.
- 3.1.17.3 Zippered Midweight Sweatshirt must have a stretchable rib knit waistband.
- 3.1.17.4 Zippered Midweight Sweatshirt must come in Navy, Grey, and Black.
- 3.1.17.5 Zippered Midweight Sweatshirt must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.17.6 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.17.7 Zippered Midweight Sweatshirt must have a full zippered front closure.
- 3.1.17.8 Zippered Midweight Sweatshirt must have two insulated front pockets.
- 3.1.17.9 Zippered Midweight Sweatshirt must have an attached hood with a drawstring closure.
- 3.1.17.10 Zippered Midweight Sweatshirt must come in sizes small to 6xl

3.1.18 Contract Item #18– Lined Rain Jacket

- 3.1.18.1 Lined Rain Jacket must have a waterproof nylon outer layer.
- 3.1.18.2 Lined Rain Jacket must have a polyester lining.
- 3.1.18.3 Lined Rain Jacket must have an attached, waterproof, adjustable hood.
- 3.1.18.4 Lined Rain Jacket must have a full zippered front closure.
- 3.1.18.5 Lined Rain Jacket must have zippered hand pockets.
- 3.1.18.6 Lined Rain Jacket must have Velcro or equivalent adjustable sleeve cuffs.
- 3.1.18.7 Lined Rain Jacket must have an interior drawstring in bottom hem.
- 3.1.18.8 Lined Rain Jacket must come in Navy, and Black.

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

- 3.1.18.9 Lined Rain Jacket must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.18.10 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.18.11 Lined Rain Jacket must come in sizes small to 6xl.

3.1.19 Contract Item # 19 - Women's Lined Rain Jacket

- 3.1.19.1 Women's Lined Rain jacket must have a waterproof outer layer.
- 3.1.19.2 Women's Lined Rain jacket must have a polyester lining.
- 3.1.19.3 Women's Lined Rain jacket have a waterproof, adjustable hood.
- 3.1.19.4 Women's Lined Rain jacket must have a full zippered front closure.
- 3.1.19.5 Women's Lined Rain jacket must have zippered hand pockets.
- 3.1.19.6 Women's Lined Rain jacket must have Velcro or equivalent adjustable sleeve cuffs.
- 3.1.19.7 Women's Lined Rain jacket must come in Navy, and Black.
- 3.1.19.8 Women's Lined Rain jacket must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material
- 3.1.19.9 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.19.10 Women's Lined Rain jacket must come in sizes small to 3xl.

3.1.20 Contract Item #20 - Thermal Lined Coat

- 3.1.20.1 Thermal Lined Coat must have a wind and water-resistant canvas outer layer.
- 3.1.20.2 Thermal Lined Coat must have a polyester thermal lining.
- 3.1.20.3 Thermal Lined Coat must have an attached, wind and water-resistant hood, with a drawstring closure.
- 3.1.20.4 Thermal Lined Coat must have a full zippered front closure.
- 3.1.20.5 Thermal Lined Coat must have rib knit cuffs on each arm.
- 3.1.20.6 Thermal Lined Coat must have rib knit waist.

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

- 3.1.20.7 Thermal Lined Coat must have two front hand pockets.
- 3.1.20.8 Thermal Lined Coat must two inner pockets, one zippered.
- 3.1.20.9 Thermal Lined Coat must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.20.10 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.20.11 Thermal Lined Coat must come in Navy, and Black.
- 3.1.20.12 Thermal Lined Coat must come in sizes small to 6xl.

3.1.21 Contract Item # 21 - Ball Cap

- 3.1.21.1 Ball Cap must be 100% brushed twill cotton.
- 3.1.21.2 Ball Cap must have an adjustable hook and loop back.
- 3.1.21.3 Ball Cap must be low-profile.
- 3.1.21.4 Ball cap must have a pre-curved visor.
- 3.1.21.5 Ball Cap must come in Navy, Gold, and Black.
- 3.1.21.6 Ball Cap must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.21.7 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.

3.1.22 Contract Item # 22 - Toboggan

- 3.1.22.1 Toboggan must be 100% rib knit acrylic.
- 3.1.22.2 Toboggan must be wind resistant.
- 3.1.22.3 Toboggan must be stretchable to a one size fits most.
- 3.1.22.4 Toboggan must come in Navy, Black and Grey.
- 3.1.22.5 Toboggan must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.22.6 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.

3.1.23 Contract Item # 23 - Miner's Gear Bag

- 3.1.23.1 Miner's Gear Bag must be 100% canvas.
- 3.1.23.2 Miner's Gear Bag must be 22" L x 18" W x 10" D with exceptions of 2 inches either way for each measurement.
- 3.1.23.3 Miner's Gear Bag must have two side straps and one buckled top strap.

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

- 3.1.23.4 Miner's Gear Bag must have a zippered inside pocket.
- 3.1.23.5 Miner's Gear Bag must have a rubber or equivalent reinforced interior bottom.
- 3.1.23.6 Miner's Gear Bag must be customizable with multiple WVOMHST embroidered logos or screen printed, including reflective material.
- 3.1.23.7 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.
- 3.1.23.8 Miner's Gear Bag must come in black.

3.1.24 Contract Item # 24 - Face Mask

- 3.1.24.1 Face Mask must be made from breathable 100% polyester.
- 3.1.24.2 Face Mask must have adjustable elastic ear loops.
- 3.1.24.3 Face Mask must have a nose clip built into the fabric.
- 3.1.24.4 Face Mask must have an inner filter pocket.
- 3.1.24.5 Face Mask must be reusable and machine washable.
- 3.1.24.6 Face mask must have 3 layers of fabric.
- 3.1.24.7 Face Mask must be customizable with multiple WVOMHST embroidered, screen printed or dyed logos.
- 3.1.24.8 All branding, logos, and colors must adhere to Exhibit B Brand Guidelines.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling out the unit price and estimated total. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Dusty. J. Smith@wv.gov.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 30 working days after orders are received. Vendor shall deliver emergency orders within 15 working day(s) 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.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

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

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. 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.
- 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.

REQUEST FOR QUOTATION
West Virginia Miners' Health Safety Training Employee Uniforms

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 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Angie Baker
Telephone Number: 304-766-7760 ext 321
Fax Number: 304-382-0406
Email Address: angie@apbranded.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Artistic Promotions LLC

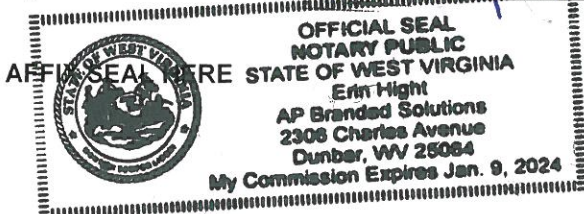
Authorized Signature: [Signature] Date: 10-6-2020

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 6th day of October, 2020

My Commission expires January 9th, 2024



NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)

Clothing Pricing Page

Item #	Section	Item	Size	Unit of Measure	Unit Price	Estimate Quantity	Extended Cost
1	3.1.1	Coveralls					
			30 Short	EA	\$ 186.17	1	\$ 186.17
			42 Short	EA	\$ 155.03	1	\$ 155.03
			42 Regular	EA	\$ 147.25	5	\$ 736.25
			42 Long	EA	\$ 147.25	1	\$ 147.25
			44 Short	EA	\$ 186.17	1	\$ 186.17
			44 Regular	EA	\$ 147.25	7	\$ 1,030.75
			46 Short	EA	\$ 155.03	1	\$ 155.03
			46 Regular	EA	\$ 147.25	9	\$ 1,325.25
			46 Long	EA	\$ 147.25	1	\$ 147.25
			48 Regular	EA	\$ 147.25	16	\$ 2,356.00
			48 Long	EA	\$ 147.25	7	\$ 1,030.75
			50 Regular	EA	\$ 147.25	10	\$ 1,472.50
			50 Long	EA	\$ 147.25	7	\$ 1,030.75
			52 Regular	EA	\$ 155.03	10	\$ 1,550.30
			52 Long	EA	\$ 155.03	2	\$ 310.06
			54 Regular	EA	\$ 155.03	4	\$ 620.12
			54 Long	EA	\$ 155.03	2	\$ 310.06
			56 Regular	EA	\$ 155.03	4	\$ 620.12
			56 Long	EA	\$ 155.03	1	\$ 155.03
			58 Regular	EA	\$ 155.03	2	\$ 310.06
			58 Long	EA	\$ 155.03	1	\$ 155.03
			60 Regular	EA	\$ 155.03	2	\$ 310.06
			64 Long	EA	\$ 155.03	1	\$ 155.03
2	3.1.2	Bib Overalls					
			29x32	EA	\$ 117.08	1	\$ 117.08
			30x32	EA	\$ 117.08	1	\$ 117.08
			32x32	EA	\$ 117.08	1	\$ 117.08
			32x33	EA	\$ 117.08	1	\$ 117.08
			33x30	EA	\$ 117.08	1	\$ 117.08
			33x32	EA	\$ 117.08	1	\$ 117.08
			34x30	EA	\$ 117.08	2	\$ 234.16
			34x34	EA	\$ 117.08	3	\$ 351.24

			36X26	EA	\$ 117.08	1	\$ 117.08
			36X28	EA	\$ 117.08	1	\$ 117.08
			36X30	EA	\$ 117.08	4	\$ 468.32
			36X32	EA	\$ 117.08	1	\$ 117.08
			36X34	EA	\$ 117.08	2	\$ 234.16
			38X30	EA	\$ 117.08	4	\$ 468.32
			38X32	EA	\$ 117.08	6	\$ 702.48
			38X33	EA	\$ 117.08	2	\$ 234.16
			38X34	EA	\$ 117.08	3	\$ 351.24
			40X30	EA	\$ 117.08	8	\$ 936.64
			40x32	EA	\$ 117.08	6	\$ 702.48
			40X33	EA	\$ 117.08	1	\$ 117.08
			40X34	EA	\$ 117.08	6	\$ 702.48
			42x30	EA	\$ 117.08	3	\$ 351.24
			42x32	EA	\$ 117.08	1	\$ 117.08
			43x34	EA	\$ 117.08	1	\$ 117.08
			44x30	EA	\$ 117.08	1	\$ 117.08
			44x32	EA	\$ 117.08	5	\$ 585.40
			46x30	EA	\$ 117.08	2	\$ 234.16
			46x32	EA	\$ 117.08	1	\$ 117.08
			46x34	EA	\$ 117.08	1	\$ 117.08
			48x30	EA	\$ 117.08	1	\$ 117.08
			50x32	EA	\$ 117.08	1	\$ 117.08
			54x32	EA	\$ 125.52	1	\$ 125.52
			56x32	EA	\$ 125.52	1	\$ 125.52
			60x32	EA	\$ 159.25	1	\$ 159.25
3	3.1.3	Work Jeans					
			29x32	EA	\$ 94.98	1	\$ 94.98
			30x32	EA	\$ 94.98	2	\$ 189.96
			32x30	EA	\$ 94.98	3	\$ 284.94
			32x32	EA	\$ 94.98	1	\$ 94.98
			32x33	EA	\$ 94.98	1	\$ 94.98
			32x34	EA	\$ 94.98	1	\$ 94.98
			33x30	EA	\$ 94.98	2	\$ 189.96
			33x32	EA	\$ 94.98	1	\$ 94.98

			34x28	EA	\$ 94.98	1	\$ 94.98
			34x29	EA	\$ 94.98	1	\$ 94.98
			34x30	EA	\$ 94.98	5	\$ 474.90
			34x32	EA	\$ 94.98	4	\$ 379.92
			34x33	EA	\$ 94.98	1	\$ 94.98
			34x34	EA	\$ 94.98	2	\$ 189.96
			35x30	EA	\$ 94.98	1	\$ 94.98
			36x28	EA	\$ 94.98	1	\$ 94.98
			36x29	EA	\$ 94.98	3	\$ 284.94
			36x30	EA	\$ 94.98	11	\$ 1,044.78
			36x32	EA	\$ 94.98	7	\$ 664.86
			36x33	EA	\$ 94.98	1	\$ 94.98
			36x34	EA	\$ 94.98	3	\$ 284.94
			38x30	EA	\$ 94.98	9	\$ 854.82
			38x32	EA	\$ 94.98	8	\$ 759.84
			38x34	EA	\$ 94.98	5	\$ 474.90
			40x30	EA	\$ 94.98	3	\$ 284.94
			40x32	EA	\$ 94.98	8	\$ 759.84
			40x34	EA	\$ 94.98	2	\$ 189.96
			42x30	EA	\$ 94.98	2	\$ 189.96
			42x32	EA	\$ 94.98	2	\$ 189.96
			44x32	EA	\$ 94.98	2	\$ 189.96
			46x28	EA	\$ 94.98	1	\$ 94.98
			46x32	EA	\$ 94.98	1	\$ 94.98
			50x32	EA	\$ 94.98	1	\$ 94.98
			52x32	EA	\$ 94.98	1	\$ 94.98
			60x32	EA	\$ 94.98	1	\$ 94.98
4	3.1.4	Khaki Work Pants					
			29x32	EA	\$ 53.38	1	\$ 53.38
			30x32	EA	\$ 53.38	2	\$ 106.76
			32x30	EA	\$ 53.38	3	\$ 160.14
			32x32	EA	\$ 53.38	1	\$ 53.38
			32x33	EA	\$ 53.38	1	\$ 53.38
			32x34	EA	\$ 53.38	1	\$ 53.38
			33x30	EA	\$ 53.38	2	\$ 106.76

			33x32	EA	\$ 53.38	1	\$ 53.38
			34x28	EA	\$ 53.38	1	\$ 53.38
			34x29	EA	\$ 53.38	1	\$ 53.38
			34x30	EA	\$ 53.38	5	\$ 266.90
			34x32	EA	\$ 53.38	4	\$ 213.52
			34x33	EA	\$ 53.38	1	\$ 53.38
			34x34	EA	\$ 53.38	2	\$ 106.76
			35x30	EA	\$ 53.38	1	\$ 53.38
			36x28	EA	\$ 53.38	1	\$ 53.38
			36x29	EA	\$ 53.38	3	\$ 160.14
			36x30	EA	\$ 53.38	11	\$ 587.18
			36x32	EA	\$ 53.38	7	\$ 373.66
			36x33	EA	\$ 53.38	1	\$ 53.38
			36x34	EA	\$ 53.38	3	\$ 160.14
			38x30	EA	\$ 53.38	9	\$ 480.42
			38x32	EA	\$ 53.38	8	\$ 427.04
			38x34	EA	\$ 53.38	5	\$ 266.90
			40x30	EA	\$ 53.38	3	\$ 160.14
			40x32	EA	\$ 53.38	8	\$ 427.04
			40x34	EA	\$ 53.38	2	\$ 106.76
			42x30	EA	\$ 53.38	2	\$ 106.76
			42x32	EA	\$ 53.38	2	\$ 106.76
			44x32	EA	\$ 53.38	2	\$ 106.76
			46x28	EA	\$ 53.38	1	\$ 53.38
			46x32	EA	\$ 53.38	1	\$ 53.38
			50x32	EA	\$ 53.38	1	\$ 53.38
			52x32	EA	\$ 53.38	1	\$ 53.38
			60x32	EA	\$ 53.38	1	\$ 53.38
5	3.1.5	Industrial Short Sleeve Work Shirt					
			S	EA	\$ 54.03	2	\$ 108.06
			M	EA	\$ 54.03	7	\$ 378.21
			L	EA	\$ 54.03	22	\$ 1,188.66
			XL	EA	\$ 54.03	39	\$ 2,107.17
			XLT	EA	\$ 54.03	1	\$ 54.03
			2XL	EA	\$ 54.03	21	\$ 1,134.63

			3XL	EA	\$ 54.03	3	\$ 162.09
			3XLT	EA	\$ 54.03	3	\$ 162.09
			4XL	EA	\$ 54.03	1	\$ 54.03
			4XLT	EA	\$ 54.03	3	\$ 162.09
			6XL	EA	\$ 54.03	1	\$ 54.03
6	3.1.6	Industrial Long Sleeve Work Shirt					
			S	EA	\$ 63.53	2	\$ 127.06
			M	EA	\$ 63.53	7	\$ 444.71
			L	EA	\$ 63.53	22	\$ 1,397.66
			XL	EA	\$ 63.53	39	\$ 2,477.67
			XLT	EA	\$ 63.53	1	\$ 63.53
			2XL	EA	\$ 63.53	21	\$ 1,334.13
			3XL	EA	\$ 63.53	3	\$ 190.59
			3XLT	EA	\$ 63.53	3	\$ 190.59
			4XL	EA	\$ 63.53	1	\$ 63.53
			4XLT	EA	\$ 63.53	3	\$ 190.59
			6XL	EA	\$ 63.53	1	\$ 63.53
7	3.1.7	Denim Long Sleeve Shirt					
			S	EA	\$ 42.33	2	\$ 84.66
			M	EA	\$ 42.33	7	\$ 296.31
			L	EA	\$ 42.33	22	\$ 931.26
			XL	EA	\$ 42.33	39	\$ 1,650.87
			XLT	EA	\$ 42.33	1	\$ 42.33
			2XL	EA	\$ 42.33	21	\$ 888.93
			3XL	EA	\$ 42.33	3	\$ 126.99
			3XLT	EA	\$ 42.33	3	\$ 126.99
			4XL	EA	\$ 42.33	1	\$ 42.33
			4XLT	EA	\$ 42.33	3	\$ 126.99
			6XL	EA	\$ 42.33	1	\$ 42.33
8	3.1.8	Short Sleeve T-Shirt					
			S	EA	\$ 14.70	2	\$ 29.40
			M	EA	\$ 14.70	7	\$ 102.90
			L	EA	\$ 14.70	22	\$ 323.40

			XL	EA	\$ 14.70	39	\$ 573.30
			XLT	EA	\$ 14.70	1	\$ 14.70
			2XL	EA	\$ 14.70	21	\$ 308.70
			3XL	EA	\$ 14.70	3	\$ 44.10
			3XLT	EA	\$ 14.70	3	\$ 44.10
			4XL	EA	\$ 14.70	1	\$ 14.70
			4XLT	EA	\$ 14.70	3	\$ 44.10
			6XL	EA	\$ 14.70	1	\$ 14.70
9	3.1.9	Ladies Short Sleeve T-Shirt					
			S	EA	\$ 11.92	2	\$ 23.84
			M	EA	\$ 11.92	3	\$ 35.76
			L	EA	\$ 11.92	5	\$ 59.60
			XL	EA	\$ 11.92	5	\$ 59.60
			2XL	EA	\$ 11.92	3	\$ 35.76
10	3.1.10	Long Sleeve T-Shirt					
			S	EA	\$ 15.47	2	\$ 30.94
			M	EA	\$ 15.47	7	\$ 108.29
			L	EA	\$ 15.47	22	\$ 340.34
			XL	EA	\$ 15.47	39	\$ 603.33
			XLT	EA	\$ 15.47	1	\$ 15.47
			2XL	EA	\$ 15.47	21	\$ 324.87
			3XL	EA	\$ 15.47	3	\$ 46.41
			3XLT	EA	\$ 15.47	3	\$ 46.41
			4XL	EA	\$ 15.47	1	\$ 15.47
			4XLT	EA	\$ 15.47	3	\$ 46.41
			6XL	EA	\$ 15.47	1	\$ 15.47
11	3.1.11	Moisture Wicking Polo					
			S	EA	\$ 44.03	2	\$ 88.06
			M	EA	\$ 44.03	7	\$ 308.21
			L	EA	\$ 44.03	21	\$ 924.63
			XL	EA	\$ 44.03	40	\$ 1,761.20
			XLT	EA	\$ 44.03	1	\$ 44.03
			2XL	EA	\$ 44.03	21	\$ 924.63

			3XL	EA	\$ 44.03	3	\$ 132.09
			3XLT	EA	\$ 44.03	3	\$ 132.09
			4XL	EA	\$ 44.03	1	\$ 44.03
			4XLT	EA	\$ 44.03	3	\$ 132.09
			6XL	EA	\$ 44.03	1	\$ 44.03
12	3.1.12	Short Sleeve Lightweight Polo					
			S	EA	\$ 41.53	2	\$ 83.06
			M	EA	\$ 41.53	7	\$ 290.71
			L	EA	\$ 41.53	21	\$ 872.13
			XL	EA	\$ 41.53	40	\$ 1,661.20
			XLT	EA	\$ 41.53	1	\$ 41.53
			2XL	EA	\$ 41.53	21	\$ 872.13
			3XL	EA	\$ 41.53	3	\$ 124.59
			3XLT	EA	\$ 41.53	3	\$ 124.59
			4XL	EA	\$ 41.53	1	\$ 41.53
			4XLT	EA	\$ 41.53	3	\$ 124.59
			6XL	EA	\$ 41.53	1	\$ 41.53
13	3.1.13	Long Sleeve Lightweight Polo					
			S	EA	\$ 61.20	2	\$ 122.40
			M	EA	\$ 61.20	7	\$ 428.40
			L	EA	\$ 61.20	21	\$ 1,285.20
			XL	EA	\$ 61.20	40	\$ 2,448.00
			XLT	EA	\$ 61.20	1	\$ 61.20
			2XL	EA	\$ 61.20	21	\$ 1,285.20
			3XL	EA	\$ 61.20	3	\$ 183.60
			3XLT	EA	\$ 61.20	3	\$ 183.60
			4XL	EA	\$ 61.20	1	\$ 61.20
			4XLT	EA	\$ 61.20	3	\$ 183.60
			6XL	EA	\$ 61.20	1	\$ 61.20
14	3.1.14	Vest					
			S	EA	\$ 51.90	1	\$ 51.90
			M	EA	\$ 51.90	5	\$ 259.50
			L	EA	\$ 51.90	24	\$ 1,245.60

			XL	EA	\$ 51.90	37	\$ 1,920.30
			2XL	EA	\$ 51.90	25	\$ 1,297.50
			3XL	EA	\$ 51.90	7	\$ 363.30
			4XL	EA	\$ 51.90	2	\$ 103.80
			4XLT	EA	\$ 51.90	1	\$ 51.90
			6XL	EA	\$ 51.90	1	\$ 51.90
15	3.1.15	Midweight Pull-Over Sweatshirt					
			S	EA	\$ 49.52	1	\$ 49.52
			M	EA	\$ 49.52	5	\$ 247.60
			L	EA	\$ 49.52	24	\$ 1,188.48
			XL	EA	\$ 49.52	37	\$ 1,832.24
			2XL	EA	\$ 49.52	25	\$ 1,238.00
			3XL	EA	\$ 49.52	7	\$ 346.64
			4XL	EA	\$ 49.52	2	\$ 99.04
			4XLT	EA	\$ 49.52	1	\$ 49.52
			6XL	EA	\$ 49.52	1	\$ 49.52
16	3.1.16	Midweight Hooded Pull-Over Sweatshirt					
			S	EA	\$ 56.20	1	\$ 56.20
			M	EA	\$ 56.20	5	\$ 281.00
			L	EA	\$ 56.20	24	\$ 1,348.80
			XL	EA	\$ 56.20	37	\$ 2,079.40
			2XL	EA	\$ 56.20	25	\$ 1,405.00
			3XL	EA	\$ 56.20	7	\$ 393.40
			4XL	EA	\$ 56.20	2	\$ 112.40
			4XLT	EA	\$ 56.20	1	\$ 56.20
			6XLT	EA	\$ 56.20	1	\$ 56.20
17	3.1.17	Zippered Midweight Sweatshirt					
			S	EA	\$ 64.93	1	\$ 64.93
			M	EA	\$ 64.93	5	\$ 324.65
			L	EA	\$ 64.93	24	\$ 1,558.32
			XL	EA	\$ 64.93	37	\$ 2,402.41
			2XL	EA	\$ 64.93	25	\$ 1,623.25
			3XL	EA	\$ 64.93	7	\$ 454.51

			4XL	EA	\$ 64.93	2	\$ 129.86
			4XLT	EA	\$ 64.93	1	\$ 64.93
			6XL	EA	\$ 64.93	1	\$ 64.93
18	3.1.18						
			S	EA	\$ 60.35	1	\$ 60.35
			M	EA	\$ 60.35	5	\$ 301.75
			L	EA	\$ 60.35	24	\$ 1,448.40
			XL	EA	\$ 60.35	37	\$ 2,232.95
			2XL	EA	\$ 60.35	25	\$ 1,508.75
			3XL	EA	\$ 60.35	7	\$ 422.45
			4XL	EA	\$ 60.35	2	\$ 120.70
			4XLT	EA	\$ 60.35	1	\$ 60.35
			6XL	EA	\$ 60.35	1	\$ 60.35
19	3.1.19	Women's Lined Rain Jacket					
			S	EA	\$ 60.35	2	\$ 120.70
			M	EA	\$ 60.35	3	\$ 181.05
			L	EA	\$ 60.35	4	\$ 241.40
			XL	EA	\$ 60.35	7	\$ 422.45
			2XL	EA	\$ 60.35	1	\$ 60.35
			3XL	EA	\$ 60.35	1	\$ 60.35
20	3.1.20	Thermal Lined Coat					
			S	EA	\$ 62.87	1	\$ 62.87
			M	EA	\$ 62.87	5	\$ 314.35
			L	EA	\$ 62.87	24	\$ 1,508.88
			XL	EA	\$ 62.87	37	\$ 2,326.19
			2XL	EA	\$ 62.87	25	\$ 1,571.75
			3XL	EA	\$ 62.87	7	\$ 440.09
			4XL	EA	\$ 62.87	2	\$ 125.74
			4XLT	EA	\$ 62.87	1	\$ 62.87
			6XL	EA	\$ 62.87	1	\$ 62.87
21	3.1.21	Ball Cap					
			One Size	EA	\$ 18.00	120	\$ 2,160.00

22	3.1.22	Toboggan	One Size	EA	\$ 29.07	120	\$ 3,488.40
23	3.1.23	Miner's Gear Bag					
			One Size	EA	\$ 63.55	120	\$ 7,626.00
24	3.1.24	Face Mask					
			One Size	EA	\$ 10.75	120	\$ 1,290.00
SHIPPING INCLUDED IN BID AMOUNT							
Vendors must fill out Exhibit B Pricing Page and Submit with their Bid					Total Cost		\$ -