



State of West Virginia Agency Master Agreement

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

Order Date: 2023-12-01

Order Number: AMA 0603 0603 ADJ2400000004 1	Procurement Folder: 1336906
Document Name: Casual Clothing & Polo Shirts for Challenge Academy's	Reason for Modification: All shipments should be made in full. Payments will be paid in full after receipt of shipment. No partial payments will be made. P-card is accepted.
Document Description: Uniform contract for MCAS, MCAN, & MJCP	
Procurement Type: Agency Master Agreement	
Buyer Name: Nancy C Baire	
Telephone: 304-561-6449	
Email: nancy.c.baire.nfg@army.mil	
Shipping Method: Best Way	Effective Start Date: 2023-12-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2024-11-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000202972 SENECA DESIGNS INC 890 INDUSTRIAL PK RD ELKINS WV 26241 US Vendor Contact Phone: 304-636-1638 Extension: Discount Details: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 5%;"></th> <th style="width: 15%;">Discount Allowed</th> <th style="width: 40%;">Discount Percentage</th> <th style="width: 40%;">Discount Days</th> </tr> </thead> <tbody> <tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr> <tr><td>#2</td><td>No</td><td></td><td></td></tr> <tr><td>#3</td><td>No</td><td></td><td></td></tr> <tr><td>#4</td><td>No</td><td></td><td></td></tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Nancy C Baire Requestor Phone: 304-561-6449 Requestor Email: nancy.c.baire.nfg@army.mil
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
STATE FINANCE ADJUTANT GENERALS OFFICE 1703 COONSKIN DR CHARLESTON WV 25311-1085 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount:	Open End
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Nancy
Baire

Digitally signed by
Nancy Baire
Date: 2023.12.01
16:32:55 -05'00'

DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY : Nancy C Baire
DATE: 2023-12-01
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, SENECA DESIGNS INC, agrees to enter with the Agency, the West Virginia Adjutant General's Office, into an agreement for the Agency & it's divisions within West Virginia to purchase Casual Uniforms & Polo Shirts (plus logos) for the AGENCY according to the according to the attached General Terms and Conditions & pricing pages attached.

Order Form MUST be attached to all Purchase Orders. Anything sent without an Order Form is NOT acceptable as a Purchase Order from WVANG. Our Order Forms will include the quantity, size, color, & logo needed for all uniforms.

**Additional items can be added to this contract by Change Order only. ** Prices can ONLY be changed by the process of a Change Order.

Initial Contract: December 1, 2023, through November 30, 2024, with the option to renew for three (3) years (one year at a time) upon approval of BOTH parties.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	53102900			EA	\$5.00
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Port & Company T-shirts
X-Small Adult

Extended Description:

T-shirts - X-Small Adult
PC61Y (Port & Company)
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	53102900			EA	\$5.00
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Port & Company T-shirts
Specify Small, Medium, Large, X

Extended Description:

T-shirts - Small, Medium, Large, X-Large
PC450 (Port & Company)
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	53102900			EA	\$6.82
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Port & Company T-shirts
2X Large

Extended Description:

T-shirts - 2X-Large
PC450 (Port & Company)
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	53102900			EA	\$8.12
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Port & Company T-shirts
3XL & 4XL

Extended Description:

T-shirts - 3X-Large & 4X-Large
PC450 (Port & Company)
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	53102900			EA	\$11.85
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Sport-Tek Shorts
Xs, Small, Med, Lg, XL

Extended Description:

Shorts - XS, Small, Medium, Large, or XL
ST310
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	53102900			EA	\$12.93
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Sport-Tek Shorts
2XL

Extended Description:

Shorts - 2XL
ST310
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	53102900			EA	\$14.67
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Sport-Tek Shorts
3XL

Extended Description:

Shorts -3XL
ST310
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	53102900			EA	\$15.61
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Sport-Tek Shorts
4XL

Extended Description:

Shorts -4XL
ST310
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
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9	53102900			EA	\$9.73
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Gildan Sweatshirts X-Small Adult

Extended Description:

Sweatshirts X-Small
18000B (Gildan Youth XL)
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	53102900			EA	\$9.73
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Port & Company Sweatshirts Small, Med, Large, XL

Extended Description:

Sweatshirts,- Small, Medium, Large, Extra Large
PC (Port & Company)
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	53102900			EA	\$11.53
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Port & Company Sweatshirts 2XL

Extended Description:

Sweatshirts 2XL
PC78 (Port & Company)
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	53102900			EA	\$12.69
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Port & Company Sweatshirts 3XL & 4 XL

Extended Description:

Sweatshirts 3XL & 4XL
PC78 (Port & Company)
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	53102900			EA	\$11.70
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Port & Company Sweatpants X-Small, Small, Med, Large, XL

Extended Description:

Sweatpants,- X-Small, Small, Medium, Large, Extra Large
PC (Port & Company)
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
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14	53102900			EA	\$14.53
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Port & Company Sweatpants 2XL

Extended Description:

Sweatpants,- 2XL
 PC (Port & Company)
 Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	53102900			EA	\$15.26
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Port & Company Sweatpants 3XL & 4XL

Extended Description:

Sweatpants,- 3XL & 4XL
 PC (Port & Company)
 Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	53102900			EA	\$49.00
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Polo Shirt (Tactical Men's Snag-Free Performance SS 5.11)

Extended Description:

Short Sleeve Polo 5.11 style; 100 Jersey-knit polyester, moisture wicking
 X-Small, Small, Medium, Large, XL, 2XL
 Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	53102900			EA	\$53.00
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Polo Shirt (Tactical Men's Snag-Free Performance SS 5.11)

Extended Description:

Short Sleeve Polo 5.11 style; 100 Jersey-knit polyester, moisture wicking
 3XL & 4XL
 Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	53102900			EA	\$11.70
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Jerzees Knit Polo Shirt - Jerzees XS, Small, Med, Lg, XL

Extended Description:

Jerzees SpotShield 5.4 oz Jersey Knit Polo 437M 50/50 Cotton/poly pre-shrunk jersey with stain-resistant finish
 XS, Sm, Med, Lg, XL
 Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	53102900			EA	\$14.53
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Jerzey Knit Polo Shirt - Jerzees 2XL

Extended Description:

Jerzees SpotShield 5.4 oz Jersey Knit Polo 437M 50/50 Cotton/poly pre-shrunk jersey with stain-resistant finish
2XL
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	53102900			EA	\$15.26
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Jerzey Knit Polo Shirt - Jerzees 3XL & 4XL

Extended Description:

Jerzees SpotShield 5.4 oz Jersey Knit Polo 437M 50/50 Cotton/poly pre-shrunk jersey with stain-resistant finish
3XL & 4XL
Specify color & quantity on order form

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	45111816			EA	\$3.15
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: SMALL Logo's for t-shirts & sweatshirts

Extended Description:

Small Logo
Specify Logo # & Color
HT5475, HT6322, HT6124, HT6182

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	45111816			EA	\$4.15
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: MEDIUM Logo for t-shirts & sweatshirts

Extended Description:

MEDIUM Logo - ONLY HT6125 in White
Specify Logo # & Color

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	45111816			EA	\$5.25
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: LARGE Logo's for t-shirts & sweatshirts

Extended Description:

Large Logo

Specify Logo # & Color
HT5476 & HT6183

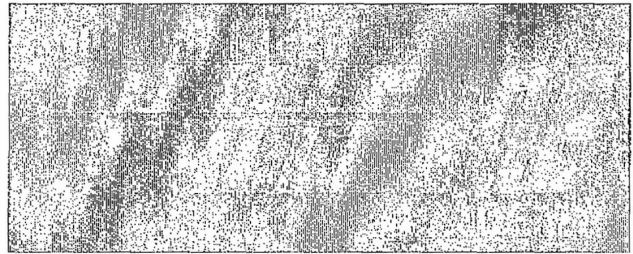
	Document Phase	Document Description	Page 8
ADJ2400000004	Final	Uniform contract for MCAS, MCAN, & MJCP	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

LOGO'S LISTED BELOW WITH PICTURES ATTACHED:

1. HT5475 NAVY (Front Cadets MCAN) \$3.15
2. HT5475 GOLD (Front Cadre MCAN) \$3.15
3. HT6322 NAVY (Front of Cadets MCAS) \$3.15
4. HT6322 GOLD (Front of Cadre MCAS) \$3.15
5. HT5476 NAVY (Back of Cadets MCAN/MCAS) \$5.25
6. HT5476 GOLD (Back of Cadre MCAN/MCAS) \$5.25
7. HT6124 WHITE (Front of Cadets MJCP) \$3.15
8. HT6125 WHITE (Back of Cadets MJCP) \$4.15
9. HT6182 WHITE (Front of RA MJCP) \$3.15
10. HT6183 WHITE (Back of RA MJCP) \$5.25

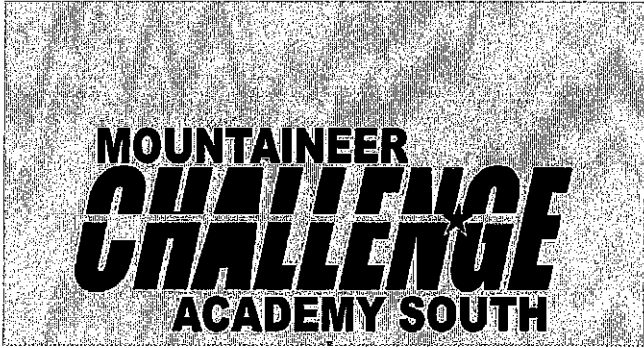


HT5475 NAV – 3.5" Wide X 1.27" High
CADRE \$3.15

HT5475 GOLD 3.5" Wide X 1.27" High
CADETS \$3.15

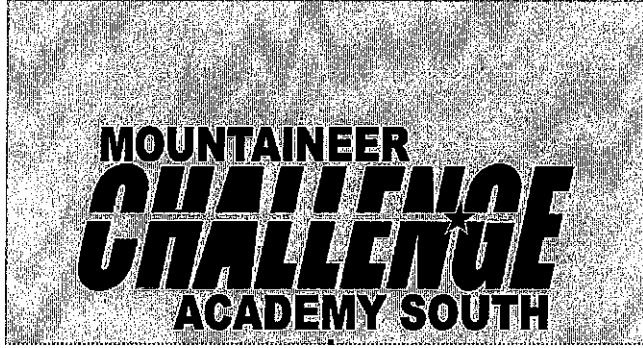
Used for MCAN T-shirts & Sweatshirts front only

Change Navy to Gold below



HT6322 NAV 3.5" Wide X 1.27" High

\$ 3.15

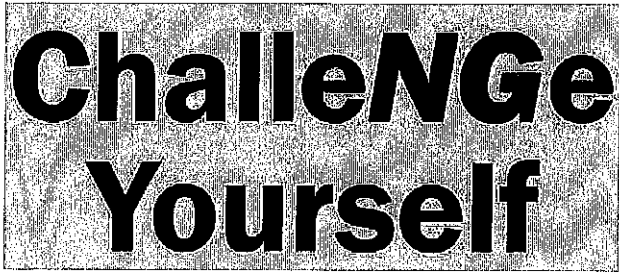


HT6322 GOLD 3.5" Wide X 1.27" High

\$ 3.15

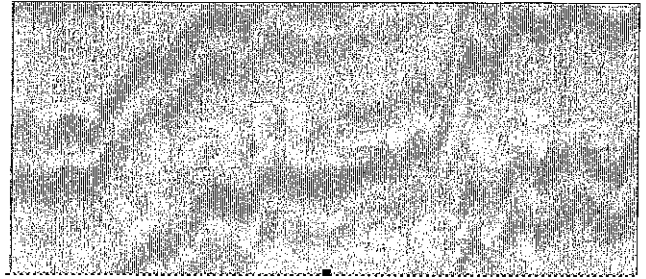
Used for front of MCAS T-shirts & Sweatshirts only

USE THE SAME FONT ON BOTH OF THESE



HT5476 NAV – 12" Wide X 4.5" High

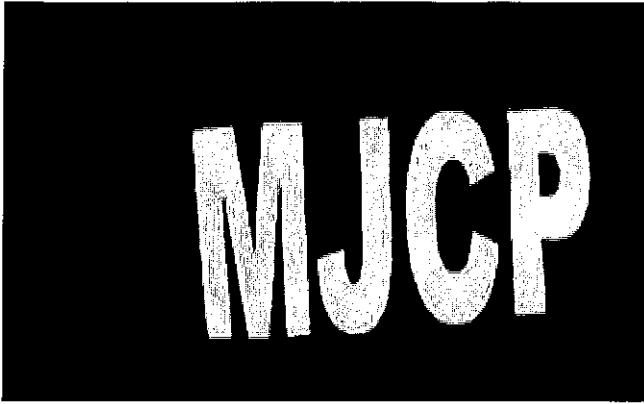
\$5.25



HT5476 GOLD – 12" Wide X 4.5" High

\$5.25

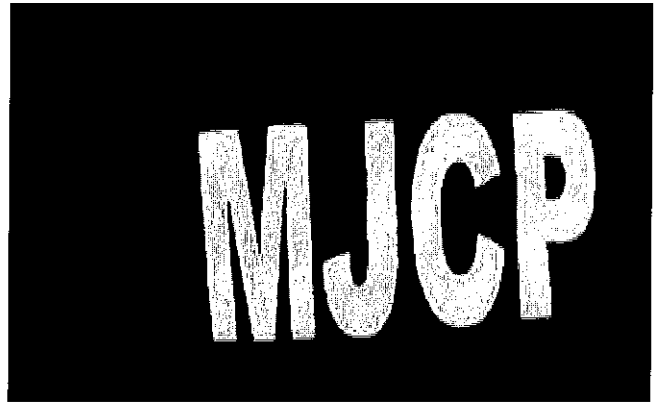
Used for back of MCAN & MCAS T-shirts & Sweatshirts only



HT6124 WHT – 3.5" Wide X 1.27" High

\$ 3.15

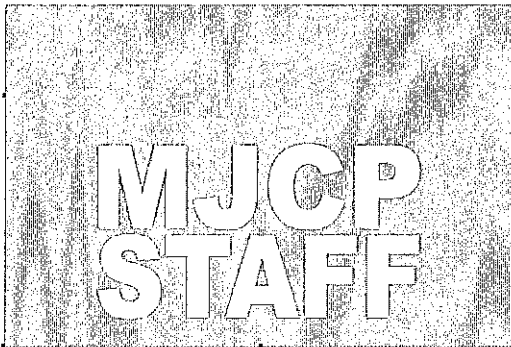
Used on front of MJCP cadets T-shirts & Sweatshirts



HT6125 WHT - 3.5" Wide X 4.5" High

\$ 4.15

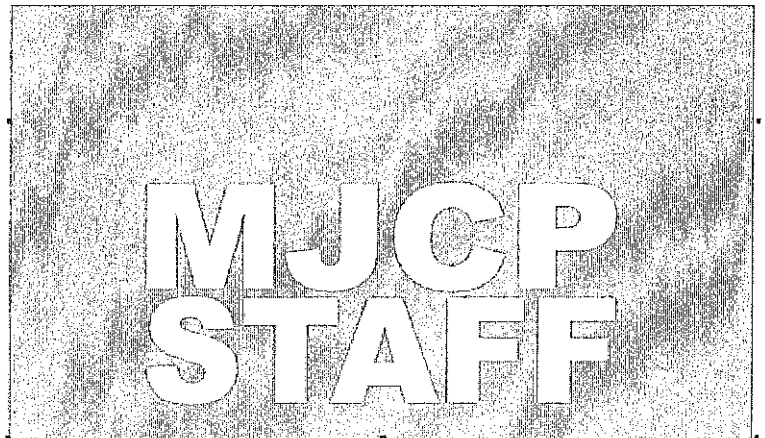
Used on back of MJCP cadets T-shirts & Sweatshirts



HT6182 WHT – 3.5" Wide x 1.9" High

\$ 3.15

Used on front of RA's T-shirts & Sweatshirts



HT6183 WHT – 12" Wide x 4.5" High

\$ 5.25

Used on back of RA's T-shirts & Sweatshirts

Seneca Designs		CASUAL CLOTHING			
Item	Item Description: All clothing is available in these colors: PC450 (Port & Company®) a) gold, b) navy, c) maroon, d) black	Specify Color	Quantity	Unit Price	Extended Price
	T-shirts (PC450)	a, b, c, or d for color			
	Size: Regular: X-Small (PC61Y)	Port & Company® Youth XL		\$ 5.00	\$ -
	Size: Regular: Small (PC450)			\$ 5.00	\$ -
	Size: Regular: Med			\$ 5.00	\$ -
	Size: Regular: Large			\$ 5.00	\$ -
	Size: Regular: Xlarge			\$ 5.00	\$ -
	Size: Regular: 2XL			\$ 6.82	\$ -
	Size: Regular: 3XL			\$ 8.12	\$ -
	Size: Regular: 4XL (PC450)			\$ 8.12	\$ -
	Logo small			\$ 3.15	\$ -
	Logo large			\$ 5.25	\$ -
	Total Qty		0		\$ -
	SHORTS ST310 (Sport-Tek®)	a, b, c, or d for color	Quantity	Unit Price	Extended Price
	Size: Regular: X-Small			\$ 11.85	\$ -
	Size: Regular: Small			\$ 11.85	\$ -
	Size: Regular: Medium			\$ 11.85	\$ -
	Size: Regular: Large			\$ 11.85	\$ -
	Size: Regular: Xlarge			\$ 11.85	\$ -
	Size: Regular: 2XL			\$ 12.93	\$ -
	Size: Regular: 3XL			\$ 14.67	\$ -
	Size: Regular: 4XL			\$ 15.61	\$ -
	Logo small			\$ 3.15	\$ -
	Logo large			\$ 5.25	\$ -
	Total Qty		0		\$ -
	SWEATSHIRTS PC78 (Port & Company®)	a, b, c, or d for color	Quantity	Unit Price	Extended Price
	Size: Regular: X-Small (180008)	Gildan Youth XL		\$ 9.73	\$ -
	Size: Regular: Small (PC78)			\$ 9.73	\$ -
	Size: Regular: Med			\$ 9.73	\$ -
	Size: Regular: Large			\$ 9.73	\$ -
	Size: Regular: Xlarge			\$ 9.73	\$ -
	Size: Regular: 2XL			\$ 11.53	\$ -
	Size: Regular: 3XL			\$ 12.69	\$ -
	Size: Regular: 4XL (PC78)			\$ 12.69	\$ -
	Logo small			\$ 3.15	\$ -
	Logo large			\$ 5.25	\$ -
	Total Qty		0		\$ -
	SWEATPANTS PC90P (Port & Company®)	a, b, c, or d for color	Quantity	Unit Price	Extended Price
	Size: Regular: X-Small			\$ 11.70	\$ -
	Size: Regular: Small			\$ 11.70	\$ -
	Size: Regular: Medium			\$ 11.70	\$ -
	Size: Regular: Large			\$ 11.70	\$ -
	Size: Regular: XLarge			\$ 11.70	\$ -
	Size: Regular: 2XL			\$ 14.53	\$ -
	Size: Regular: 3XL			\$ 15.26	\$ -
	Size: Regular: 4XL			\$ 15.26	\$ -
	Comm Line Logo small			\$ 3.15	\$ -
	Comm Line Logo large			\$ 5.25	\$ -
	Total Qty		0		\$ -
	Polo Shirt (Tactical Men's Snag-Free Performance Short Sleeve Polo 5.11 style)	a, b, c, or d for color	Quantity	Unit Price	Extended Price
	100% Jersey-knit polyester, moisture wicking				
	Size: Regular: X-Small - 2XL			\$ 49.00	\$ -
	Size: Regular: 3XL - 4XL			\$ 53.00	\$ -
	Total Qty		0		\$ -
	Jerzees SpotShield™ 5.4 Oz Jersey Knit Polo 437M	a, b, c, or d for color	Quantity	Unit Price	Extended Price
	50/50 cotton/poly preshrunk jersey with stain-resistant finish				
	Size: Regular: Xsmall - XLarge			\$ 11.70	\$ -
	Size: Regular: 2XL			\$ 14.53	\$ -
	Size: Regular: 3XL			\$ 15.26	\$ -
	Size: Regular: 4XL			\$ 15.26	\$ -
	Total Qty		0		\$ -
	GRAND TOTAL	Total Qty	0	Overall Total Cost	\$ -

Youth Essential Tee. PC61Y
(Youth XL = Adult XS)



A year-round essential, our best-selling t-shirt has been voted "most popular" by groups, teams, clubs and schools across America.

- 6.1-ounce, 100% soft spun cotton
- 98/2 cotton/poly (Ash)
- 90/10 cotton/poly (Athletic Heather)

CARE INSTRUCTIONS

Machine wash cold, inside out, with like colors. Only non-chlorine bleach when needed. Tumble dry medium. Do not iron.

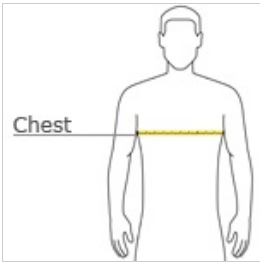


front



back

HOW TO MEASURE



CHEST WIDTH

Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

SIZE CHART

ONLY XS T-SHIRTS

	XS	S	M	L	XL
Chest	25-26	26-28	28-30	30-32	32-35
Size	4	6/8	10/12	14/16	18/20

COLOR INFORMATION

 Aquatic Blue PMS 2389C	 Ash	 Athletic Heather	 Athletic Maroon PMS 209C	 Cardinal PMS 7638C	 Charcoal PMS COOL GRAY 11C	 Daffodil Yellow PMS 7401C	 Dark Green PMS 560C	 Deep Marine PMS 3584C	 Gold PMS 137C	 Jet Black PMS NTR BLACK C
 Kelly PMS 340C	 Lemon Yellow PMS 7406C	 Light Blue PMS 278C	 Lime PMS 367C	 Navy PMS 2380C	 Orange PMS 172C	 Orange Sherbet PMS 2025C	 Pale Pink PMS 684C	 Purple PMS 7672C	 Red PMS 200C	 Royal PMS 2133C
 Sand PMS 2312C	 Sangria PMS 2046C	 Sapphire PMS 2185C	 Stonewashed Blue PMS 2157C	 Stonewashed Green PMS 7538C	 Ultramarine Blue PMS 2129C	 White	 Yellow PMS 127C			



Youth Heavy Blend™ Crewneck Sweatshirt.
18000B (Youth XL = Adult XS)



- 8-ounce, 50/50 cotton/poly
- Double-needle stitching at waistband and cuffs
- 1x1 rib knit collar, cuffs and waistband with spandex

Due to the nature of 50/50 cotton/poly neon fabrics, special care must be taken throughout the printing process.



front



back

SIZE CHART

Only XS Sweatshirts

	XS	XS	S	S	M	M	L	L	XL	XL
Size	6/8	6/8	10/12	10/12	14/16	14/16	18/20	18/20	22/24	22/24

COLOR INFORMATION



Black
PMS 426C



Forest Green
PMS 5535C



Maroon
PMS 7644C



Navy
PMS 533C



Red
PMS 199C



Royal
PMS 7686C



Sport Grey
PMS COOL GRAY
7C



White

*Not all sizes are available in every color.

CASUAL CLOTHING



PC78

Port & Company®
Core Fleece Crewneck
Sweatshirt

Adult Sizes: S-4XL

Description:

Cozy sweats in our core weight.

- 7.8-ounce, 50/50 cotton/poly fleece
- Air jet yarn for softness
- Removeable tag for comfort and relabeling

Ash

Athletic Heather

-  Carolina Blue
-  Charcoal
-  Dark Chocolate Brown
-  Dark Green
-  Dark Heather Grey
-  Gold
-  Heather Navy
-  Heather Red
-  Heather Royal
-  Jet Black
-  Kelly
-  Lime
-  Maroon
-  Navy
-  Neon Blue
-  Neon Pink
-  Neon Yellow
-  Orange
-  Purple
-  Red
-  Royal
-  Sangria

White

CASUAL CLOTHING



ST310

Sport-Tek® Jersey Knit Short with Pockets

Adult Sizes: XS-4XL

Description:

A comfortable short for exercising or lounging complete with side pockets to hold locker key and essentials.

- 6.2-ounce, 60/40 cotton/poly
- Tag-free label
- Elastic waist with drawcord
- 9-inch inseam

Companion Availability: No



Black



Heather Grey



True Navy



PC90P

Port & Company® - Essential Fleece Sweatpant with Pockets

Adult Sizes: XS-4XL

Description:

Nothing is better for relaxing than our 9-ounce favorite at a budget-friendly price.

- 9-ounce, 50/50 cotton/poly fleece
- Air jet yarn for softness
- Removable tag for comfort and relabeling
- Elastic waistband with drawcord
- Elastic bottom cuffs

Please note: This product is transitioning from woven labels to tear-away labels. Your order may contain a combination of both labels.

Companion Availability: No



Athletic Heather



Jet Black



Navy

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

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

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

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

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

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

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

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

2.6. "Award Document" means the document signed by the Agency 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.

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on December 1, 2023 and the initial contract term extends until November 30, 2024.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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 3 year renewals 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.

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 and Agency.

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.

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

Other: See attached.

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

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

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

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

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

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

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

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

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

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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:
_____ per occurrence.

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

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

11. 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.

12. 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.

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

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or 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.)

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

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

18. CANCELLATION: The State 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 Agency 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.

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

20. 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.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. 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. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 and any other government agency or office that may be required to approve such assignments.

27. 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.

28. 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.

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

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

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

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

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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. 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.

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

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

34. 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.

35. 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.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 in the statute cited above unless the debt or employer default is permitted under the statute.

37. 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.

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

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

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

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

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

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. 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.

41. 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.

42. 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.

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