



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 ADJ2400000003 1	Procurement Folder: 1334938
Document Name: Contract (HPS #594) for Dress Uniforms & Boots	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: HPS contract for Challenge Academy - dress uniforms & boots	
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: 000000213944 BOB BARKER COMPANY INC 7925 Purfoy Rd Fuquay Varina NC 27526-8937 US Vendor Contact Phone: 800-334-9880 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: 20%;">Discount Percentage</th> <th style="width: 20%;">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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DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY : Nancy C Baire
DATE: 2023-12-01
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, BOB BARKER COMPANY 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 Dress Uniforms & Boots for the AGENCY according to the LOP agreement and according to the attached General Terms and Conditions.

**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	53102701			EA	\$53.24
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: First Tactical Men's V2 BDU Shirt Short Sleeve

Extended Description:

Z112009 (R or T)
Regular or Tall
XS - 4XL
Colors - Black, Navy, or Khaki
65% poly, 35% cotton

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	53102701			EA	\$26.24
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: BDU 2-Pocket Long Sleeve BDU Tactical Shirt

Extended Description:

Z-F5452-38-color-size (R or T)
Regular or Tall
Colors - Black, Navy, or Khaki
XS - 7XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	53102701			EA	\$31.49
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: BDU Trouser Button Fly - Battle Rip 65/35 Ripstop

Extended Description:

JZ-5201-38-color-size (Short, Reg, or Long)
Colors - Black, Navy, or Khaki
XS - 4XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	53102701			EA	\$58.49
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Tactical Pants (511 style)

Extended Description:

Z114012-color-size (Short, Reg, or Long)
If not listed, pants will be unhemmed.

Colors - Black, Navy, or Khaki
XS - 4XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	53102701			EA	\$31.49
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: BDU 4-Pocket BDU Shirt - Navy

Extended Description:

JZ-F5454-38-color-size (R or T)
Regular or Tall
Color - Navy
XS - 4XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	53111500			EA	\$101.25
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Rocky 8" Alphaforce Waterproof Boot
Black (BK)

Extended Description:

JZ-2173-BK-Size-Width
Zipper, Waterproof - Black
Half Sizes 4-12
Whole sizes 4-16
Medium & Wide widths

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	53111500			EA	\$107.10
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Original SWAT Classic 9 Boot -
Black or Coyote color

Extended Description:

JZ-115001-BK-Size-Width (Black)
JZ-115003-CY-Size-Width (Coyote) Boot, Classic
Half Sizes 4-12
Whole sizes 4-16
Medium & Wide widths

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	53111500			EA	\$273.00
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Bates GX-8 Waterproof Comp Toe, Side-Zip Boot - Coyote (CY)

Extended Description:

JZ-E04272-CY-Size-Width
Men's Boot, GX-8 Waterproof, Composite Toe, Side Zip, COYOTE color
Half Sizes 6.5 - 11.5
Whole sizes 4-15
Medium & Extra Wide widths

	Document Phase	Document Description	Page
ADJ2400000003	Final	HPS contract for Challenge Academy - dress uniforms & boots	5

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



3275 N. M-37 Hwy.
P.O. Box 247
Middleville, MI 49333-0247
800-632-4572
hpsgpo.com

CONFIDENTIAL

The information in this document,
and in all related attachments,
is proprietary and for HPS Members only.

HPS Letter of Participation (LOP)

HPS Contract #/Vendor: _____

Member Name: _____

Legal Business Name: _____

Address: _____

City, State and Zip Code: _____

Type of Facility: _____

HPS Member Number: _____

Member Affiliates: _____
(attach list if necessary)

This form designates HPS as the Group Purchasing Organization for the facilities and affiliates listed above. Further, this form authorizes the vendor listed above to establish account(s) allowing the Member to access the vendor's HPS contracts/services/products/pricing.

Name

Title

Date

Phone #

Email (optional)

Signature

Please email completed form to LOP@hpsgpo.com or fax to 269-795-9788.

DRESS CLOTHING

BOB BARKER

AMA ADJ24*003

Comm Line	Item Description	Sizes	Specify Color	Quantity	Unit Cost	Extended Price
Commodity Line 1	Propper® Lightweight Tactical Short Sleeve Shirt (Z2112009-color-size)		Black, Navy, or Khaki			
		Size: Extra Small - 13-13.5			\$ 53.24	\$0.00
		Small 14-14.5			\$ 53.24	\$0.00
	Sizes are Neck Sizes:	Medium 15-15.5			\$ 53.24	\$0.00
		Large 16-16.5			\$ 53.24	\$0.00
		XL 17-17.5			\$ 53.24	\$0.00
		2XL 18-18.5			\$ 53.24	\$0.00
		3XL 19-19.5			\$ 53.24	\$0.00
		4XL 20-20.5			\$ 53.24	\$0.00
		5XL 21-21.5			\$ 53.24	\$0.00
		6XL 22-22.5			\$ 53.24	\$0.00
	7XL 23-23.5			\$ 53.24	\$0.00	
			0.00		\$0.00	
Comm Line	Item Description	Sizes	Specify Color	Quantity	Unit Cost	Extended Price
Commodity Line 2	Propper® Two Pocket BDU Shirt (Z-F5452-38-color-size)		Black, Navy, or Khaki & Short, Regular, Long, or XL			
		Size: Extra Small - 13-13.5			\$ 26.24	\$0.00
		Small 14-14.5			\$ 26.24	\$0.00
	Sizes are Neck Sizes:	Medium 15-15.5			\$ 26.24	\$0.00
		Large 16-16.5			\$ 26.24	\$0.00
		XL 17-17.5			\$ 26.24	\$0.00
		2XL 18-18.5			\$ 26.24	\$0.00
		3XL 19-19.5			\$ 26.24	\$0.00
		4XL 20-20.5			\$ 26.24	\$0.00
		5XL 21-21.5			\$ 26.24	\$0.00
		6XL 22-22.5			\$ 26.24	\$0.00
	7XL 23-23.5			\$ 26.24	\$0.00	
			0.00		\$0.00	
Comm Line	Item Description	Sizes	Specify Color	Quantity	Unit Cost	Extended Price
Commodity Line 3	Propper® BDU Button Fly Trouser (JZ-5201-38-color-size)		Black, Navy, or Khaki & Short, Regular, Long, or XL			
		XSmall/Reg: Waist 24-27"			\$ 31.49	\$ -
		Short, Regular, Long, or XL				
		Small/Reg: Waist 27-31"			\$ 31.49	\$ -
		Short, Regular, Long, or XL				
		Med./Regular: Waist 31-35"			\$ 31.49	\$ -
		Short, Regular, Long, or XL				
		Large/Reg: Waist 35-39"			\$ 31.49	\$ -
		Short, Regular, Long, or XL				
		XL/Reg: Waist 39-43"			\$ 31.49	\$ -
	Short, Regular, Long, or XL					
** Specify Short, Regular, Long, or Extra Long						
	2XL/Reg: Waist 43-47"			\$ 31.49	\$ -	
	Short, Regular, Long, or XL					

Comm Line	Item Description	Sizes	Specify Color	Quantity	Unit Cost	Extended Price	
		3XL/Reg: Waist 47-51"			\$ 31.49	\$ -	
		Short, Regular, Long, or XL					
		4XL/Reg: Waist 51-55"			\$ 31.49	\$ -	
		Short, Regular, Long, or XL					
		Total		0		\$0.00	
Comm Line	Item Description	Sizes	Specify Color	Quantity	Unit Cost	Extended Price	
Commodity Line 4	Tactical Pants (5.11 style) (Z114012-color-size) Z114012U-color-unhemmed if not listed ** Specify Length of Pants (30X30 for example)	Specify length of pants 29, 30, 32, 33, 34, 36, 38, 40, or unhemmed	Black, Navy, or Khaki				
		XSmall/Reg: Waist 26"			\$ 58.49	\$0.00	
		Specify Length of pants					
		Small/Reg: Waist 28 or 30"			\$ 58.49	\$0.00	
		Specify Length of pants					
		Med./Regular: Waist 32 or 34"			\$ 58.49	\$0.00	
		Specify Length of pants					
		Large/Reg: Waist 36 or 38"			\$ 58.49	\$0.00	
		Specify Length of pants					
		XL/Reg: Waist 40 or 42"			\$ 58.49	\$0.00	
		Specify Length of pants					
		2XL/Reg: Waist 44 or 46"			\$ 58.49	\$0.00	
		Specify Length of pants					
		3XL/Reg: Waist 48 or 50"			\$ 58.49	\$0.00	
		Specify Length of pants					
4XL/Reg: Waist 52 or 54"			\$ 58.49	\$0.00			
Specify Length of pants							
		Total		0		\$0.00	
Comm Line	Item Description	Sizes	Specify Color	Quantity	Unit Cost	Extended Price	
Commodity Line 5	Propper® Men's Coat (Blouse)		Color - Navy				
	Propper® Four Pocket BDU Shirt (JZ-F5454-38-navy-size) Sizes are Neck Sizes:	Size: Extra Small - 13-13.5	Navy		\$ 31.49	\$0.00	
		Small 14-14.5	Navy		\$ 31.49	\$0.00	
		Medium 15-15.5	Navy		\$ 31.49	\$0.00	
		Large 16-16.5	Navy		\$ 31.49	\$0.00	
		XL 17-17.5	Navy		\$ 31.49	\$0.00	
		2XL 18-18.5	Navy		\$ 31.49	\$0.00	
		3XL 19-19.5	Navy		\$ 31.49	\$0.00	
		4XL 20-20.5	Navy		\$ 31.49	\$0.00	
				0.00	\$0.00		
		Grand Total		0.00		\$0.00	



First Tactical Men's V2 BDU Shirt Short Sleeve Z112009/Z112009T

ITEM #S	(see table below)	
DESCRIPTION	The V2 BDU Short Sleeve Shirt is made with Proprietary ARMS Fabric. This double ripstop fabric has a two-way mechanical stretch, providing comfort and flexibility. Running gusset construction under arm assists in providing full motion ability.	
SIZES	Regular: XS-4XL Tall: L-4XL	
MATERIALS	65% Polyester, 35% Cotton	
WEIGHT	4.1 oz fabric	
COLORS	Black, Khaki, OD Green, Midnight Navy	
SPECIFICATIONS	<ul style="list-style-type: none"> • YKK® zippers • Melamine buttons • Double dyed fabric 	
COMPONENTS	<ul style="list-style-type: none"> • Back venting system • Concealed button-down collar • Hidden oversized document pockets • Running gusset for movement • Mic access at side seams • Internal cord access • Chest pen pocket • Longer body with shirrtails • Custom name ID 	
TREATMENTS	Teflon® Shield+ stain repellent finish	
PACKAGING	All garments are individually packaged in poly bags	
PRIMARY COUNTRY OF ORIGIN	Bangladesh	
BRAND	First Tactical®	
CARE INSTRUCTIONS	Turn garment inside out before laundering. Machine wash cold with like colors. Line dry. Do not bleach. Do not use fabric softener. Tumble dry low. Warm iron if needed. Do not dry clean.	
CASE PACK	STANDARD CASE: EA	MASTER CASE: EA
OTHER	Drop Ship Only	



Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com

ITEM #	SIZE	INSEAM	COLOR	SELLING UNIT	MASTER CARTON
Z112009-BK-[Size]R	XS-4XL	Regular	Black	EA	EA
Z112009T-BK-[Size]T	L-4XL	Tall	Black	EA	EA
Z112009-KH-[Size]R	XS-4XL	Regular	Khaki	EA	EA
Z112009T-KH-[Size]T	L-4XL	Tall	Khaki	EA	EA
Z112009-MNV-[Size]R	XS-4XL	Regular	Midnight Navy	EA	EA
Z112009T-MNV-[Size]T	L-4XL	Tall	Midnight Navy	EA	EA
Z112009-OD-[Size]R	XS-4XL	Regular	OD Green	EA	EA
Z112009T-OD-[Size]T	L-4XL	Tall	OD Green	EA	EA

SR788



BDU Shirt – Long Sleeve

JZ-F5452-38-(color)-(size)(length)

ITEM #	JZ-F5452-38-(color)-(size)(length)
DESCRIPTION	BDU Shirt – Long Sleeve
COLORS	Black (BK), Dark Grey (DG), Dark Navy (DN), Grey (GY), Khaki (KH), LAPD Navy (LAPD), Olive (OL)
SIZES	XS-5XL
LENGTHS	Short (S), Regular (R), Long (L)
MATERIALS	Battle Rip® 65% polyester / 35% cotton ripstop
CONSTRUCTION	<ul style="list-style-type: none">• Fade-, shrink-, and wrinkle-resistant• Felled seams throughout for enhanced durability• Shoulder epaulets with buttons• Two front cargo pockets with hidden button flaps• Chest pen pocket• Drain holes in bellowed pockets• Fused pocket flaps and collar for clean, professional look• Covered button front• Extended length for tucking into pant
CASE PACK	Standard Case: EA
OTHER	Imported



BDU Trouser Button Fly - Battle Rip[®] 65/35 Ripstop

JZ-F5201-38-(color)-(size)(length)

ITEM #	JZ-F5201-38-(color)-(size)(length)
DESCRIPTION	BDU Trouser Button Fly - Battle Rip [®] 65/35 Ripstop
COLORS	Dark Navy (DN)
SIZES	XS-4XL
LENGTHS	Short (S), Regular (R), Long (L), X-Long (XL)
MATERIALS	Battle Rip [®] 65% polyester / 35% cotton ripstop
CONSTRUCTION	<ul style="list-style-type: none">• Sewn to military specification MIL-T-44047E• Adjustable waist tabs for secure fit• Felled seams for durability• Reinforced seat and knee• Fused pocket flaps for clean, professional look• 6-pocket design (four with button flaps)• Drain holes in bellowed pockets• Durable drawstring leg closures
CASE PACK	Standard Case: EA
OTHER	Imported



First Tactical Men's V2 BDU Pant Z114012/Z114012U

ITEM #S	(see table below)	
DESCRIPTION	The V2 BDU Pant is made with Proprietary ARMS Fabric. This double ripstop fabric has a two-way mechanical stretch, providing comfort and flexibility. Running gusset construction assists in providing full motion ability with triple needle stitching at critical seams.	
SIZES	Waist: 28-44, 46-54 Length: 30-36, Unhemmed	
MATERIALS	52% Polyester, 48% Cotton	
WEIGHT	6.3 oz fabric	
COLORS	Black, OD Green, Midnight Navy	
SPECIFICATIONS	<ul style="list-style-type: none"> • YKK® zippers • Prym® snaps • Triple needle stitching • Double dyed fabric 	
COMPONENTS	<ul style="list-style-type: none"> • Comfort stretch waistband • Easy access back hand pockets • Internal nylon reinforced pockets • Side cargo pocket with internal organizer and hook/loop • Mesh lined front hand pockets for breathability • Gear loops in hand and cargo pockets • Running gusset • Internal knee pad access • Hidden hemline buttonholes to bungee the pant leg 	
TREATMENTS	Teflon® Shield+ stain repellent finish	
PACKAGING	All garments are individually packaged in poly bags	
PRIMARY COUNTRY OF ORIGIN	Vietnam	
BRAND	First Tactical®	
CARE INSTRUCTIONS	Turn garment inside out before laundering. Machine wash cold with like colors. Line dry. Do not bleach. Do not use fabric softener. Tumble dry low. Warm iron if needed. Do not dry clean.	
DIFFERENTIATORS	NTOA Member Tested and Recommended – 2018, TAA Compliant	
CASE PACK	STANDARD CASE: EA	MASTER CASE: EA
OTHER	Drop Ship Only	

ITEM #	WAIST	INSEAM	COLOR	SELLING UNIT	MASTER CARTON
Z114012-BK-[Waist]-[Inseam]	28-44	30-36	Black	EA	EA
Z114012U-BK-[Waist][Inseam]	46-54	Unhemmed	Black	EA	EA
Z114012-MNV-[Waist]-[Inseam]	28-44	30-36	Midnight Navy	EA	EA
Z114012U-MNV-[Waist][Inseam]	46-54	Unhemmed	Midnight Navy	EA	EA
Z114012-OD-[Waist]-[Inseam]	28-44	30-36	OD Green	EA	EA
Z114012U-OD-[Waist][Inseam]	46-54	Unhemmed	OD Green	EA	EA



BDU Coat - Battle Rip® 65/35 Ripstop

JZ-F5454-38-(color)-(size)(length)

ITEM #	JZ-F5454-38-(color)-(size)(length)
DESCRIPTION	BDU Coat - Battle Rip® 65/35 Ripstop
COLORS	Black (BK)
SIZES	XS-4XL
LENGTHS	Short (S), Regular (R), Long (L)
MATERIALS	Battle Rip® 65% polyester / 35% cotton ripstop
CONSTRUCTION	<ul style="list-style-type: none"> • Sewn to specification MIL-DTL-44048H • Chest pen pocket • Covered button front • Four front cargo pockets with hidden button flaps • Felled seams throughout for enhanced durability • Drain holes in bellowed pockets • Fused pocket flaps and collar for clean, professional look • 2-piece, double-reinforced elbows • Adjustable buttons at sleeve cuffs
CASE PACK	Standard Case: EA
OTHER	Imported

PRICING PAGE

COMM ODITY LINE #	Boots JZ-2173-BK (Sizes 4 - 16) SPECIFY IF YOU NEED A WIDE WIDTH		QTY	UNIT PRICE	TOTAL
Commodity Line # 6	Rocky 8" Alphaforce Waterproof Boot Size: 4	BLACK		\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 4 1/2			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 5			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 5 1/2			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 6			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 6 1/2			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 7			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 7 1/2			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 8			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 8 1/2			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 9			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 9 1/2			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 10			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 10 1/2			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 11			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 11 1/2			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 12			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 13			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 14			\$ 101.25	\$ -
	Rocky 8" Alphaforce Waterproof Boot Size: 15			\$ 101.25	\$ -
Rocky 8" Alphaforce Waterproof Boot Size: 16		\$ 101.25	\$ -		
	Total Quantity		0	\$ -	\$ -
COMM ODITY LINE #	Boots JZ-115001-Color-Size (Sizes 4 - 16) SPECIFY IF YOU NEED A WIDE WIDTH	Black Coyote	QTY	UNIT PRICE	TOTAL
Commodity Line # 7	Original SWAT Classic 9 Boot - Size: 4			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 4 1/2			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 5			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 5 1/2			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 6			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 6 1/2			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 7			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 7 1/2			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 8			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 8 1/2			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 9			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 9 1/2			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 10			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 10 1/2			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 11			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 11 1/2			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 12			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 13			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 14			\$ 107.10	\$ -
	Original SWAT Classic 9 Boot - Size: 15			\$ 107.10	\$ -
Original SWAT Classic 9 Boot - Size: 16			\$ 107.10	\$ -	
	Total Quantity		0	\$ -	\$ -
			Total for CL 7 boots		\$ -
COMM ODITY LINE #	DESCRIPTION		QTY	UNIT PRICE	TOTAL
COMM ODITY LINE #	Boots JZ-E04272-CY (Sizes 4 - 16) SPECIFY IF YOU NEED A WIDE WIDTH		QTY	UNIT PRICE	TOTAL
Commodity Line # 8	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - Size: 4	COYOTE TAN		\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 5			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 6			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 6 1/2			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 7			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 7 1/2			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 8			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 8 1/2			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 9			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 9 1/2			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 10			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 10 1/2			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 11			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 11 1/2			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 12			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 13			\$ 273.00	\$ -
	Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 14			\$ 273.00	\$ -
Bates GX-8 Waterproof Comp Toe Side-Zip Boot - : 15		\$ 273.00	\$ -		
	Total Quantity		0	\$ -	\$ -
			Total for CL 8 boots		\$ -



Boot, Rocky, Men's Alpha Force 8", Zipper, Waterproof JZ-2173-BK-(size)(width)

ITEM #'S	JZ-2173-BK-(size)(width)	
DESCRIPTION	Boot, Rocky, Men's Alpha Force 8", Zipper, Waterproof	
SIZES	Half Sizes: 4-12 Whole Sizes: 4-16 Medium (M) & Wide (W) widths	
SPECIFICATIONS	<ul style="list-style-type: none"> • Made with black full-grain leather and 1000-denier nylon fabric • Rocky waterproof construction: this creates a barrier that is guaranteed to keep water out, so your feet will remain completely dry. • Air-Port™ footbed is made from polyurethane and absorbs shock. Always reverts to its earliest shape. The cushion footbed specifically targets your heel and metatarsal ridge, giving you support and comfort. • Non-marking RigiTrac™ outsole that provides oil and slip resistance. • Side zipper makes it easy to get these boots on and off quickly. • 2 inch heel 	
COLOR	Black	
PACKAGING	Sold by the PR	
WEIGHT	Average weight: 1.3 lbs. per PR	
BRAND	Rocky®	
CASE PACK	STANDARD CASE: PR	MASTER CASE: N/A



JZ-115001-BK - Black

Boot, Classic, Black, 9"

JZ-115001-BK-(size)(width)

ITEM #	JZ-115001-BK-(size)(width)	
DESCRIPTION	Boot, Classic, Black, 9"	
SIZES	Half Sizes: 4-12 Whole Size: 4-16 Regular & Wide (WD) Width's	
SPECIFICATIONS	<ul style="list-style-type: none"> • Full grain leather / Cordura® 1000 denier nylon upper for improved durability and comfort • Foam padded collar and tongue for protection and increased breathability. • PU collar for easy cleaning • Gusseted tongue to keep dirt and debris out • Durable brass alloy, rust proof hardware • Moisture-wicking lining with AEGIS antimicrobial protection • Removable custom fit EVA insole • Custom-molded phylon EVA midsole for lightweight comfort and cradled support • Texon stability platform for lateral support and torsional rigidity • Stitched heel and toe for durability and increased service life • Steel shank for superior support • Custom-molded thermoplastic heel counter and toe box for instant comfort and lateral support • Classic outsole: slip and oil-resistant, non-marking rubber, exceeds the ASTM F2913-11 test standards 	
COLOR	Black	
PACKAGING	Sold by the PR.	
WEIGHT	2.81 lbs. per PR.	
BRAND	S.W.A.T	
CASE PACK	STANDARD CASE: PR	MASTER CASE: N/A



Boot, Classic, Coyote, 9"

JZ-115003-CY-(size)(width)

ITEM #	JZ-115003-CY-(size)(width)	
DESCRIPTION	Boot, Classic, Coyote, 9"	
SIZES	Half Sizes: 4-12 Whole Size: 4-16 Regular & Wide (W) Width's	
SPECIFICATIONS	<ul style="list-style-type: none"> • Full grain leather / Cordura® 1000 denier nylon upper for improved durability and comfort • Foam padded collar and tongue for protection and increased breathability. • PU collar for easy cleaning • Gusseted tongue to keep dirt and debris out • Durable brass alloy, rust proof hardware • Moisture-wicking lining with AEGIS antimicrobial protection • Removable custom fit EVA insole • Custom-molded phylon EVA midsole for lightweight comfort and cradled support • Texon stability platform for lateral support and torsional rigidity • Stitched heel and toe for durability and increased service life • Steel shank for superior support • Custom-molded thermoplastic heel counter and toe box for instant comfort and lateral support • Classic outsole: slip and oil-resistant, non-marking rubber, exceeds the ASTM F2913-11 test standards 	
COLOR	Coyote	
PACKAGING	Sold by the PR.	
WEIGHT	2.81 lbs. per PR.	
BRAND	S.W.A.T	
CASE PACK	STANDARD CASE: PR	MASTER CASE: N/A



Men's Boot, GX-8 Waterproof, Composite Toe, Side Zip JZ-E04272-CY-(size)(width)

ITEM #'S	JZ-E04272-CY-(size)(width)	
DESCRIPTION	Men's Boot, GX-8 Waterproof, Composite Toe, Side Zip	
SIZES	Whole Size: 4-15 Half Sizes: 6.5-11.5 Medium (M) & Extra Wide (EW) widths	
SPECIFICATIONS	<ul style="list-style-type: none"> • Full grain waterproof Nubuck leather with 1680 Denier Ballistic Nylon • Breathable Waterproof Membrane with Moisture Wicking Lining to keep your feet dry • Cushioned Removable Insert for Added underfoot Comfort • YKK® side zipper for easy on and off • Lightweight cushioned EVA midsole to deliver flexibility and performance • Non-Metallic ASTM F2413-11 Rated Composite Toe for protection on the job • Slip Resistant rubber outsole for added traction • Cement construction providing you a lightweight and flexible platform • ASTM F2413-18 M I/75 C/75 EH rated composite-toe 	
COLOR	Coyote	
PACKAGING	Sold by the pair	
WEIGHT	3 lbs. per pair	
BRAND	Bates	
CASE PACK	STANDARD CASE: PR	MASTER CASE: N/A

**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 12/1/2023 and the initial contract term extends until 11/30/2024.

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 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 acceptance of the PO. 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 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 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.

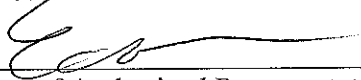
DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Erika Flynn, Contract Manager
(Printed Name and Title)
7925 Purby Road, Fuquay Varina, NC 27526
(Address)
919-753-1657 / 800-334-9880
(Phone Number) / (Fax Number)
erika.flynn@bobbarcker.com
(E-mail 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Bob Barker Company
(Company)


(Signature of Authorized Representative)

Erika Flynn, Contract Manager
(Printed Name and Title of Authorized Representative)

11/29/23
(Date)

919-753-1657 / 800-334-9880
(Phone Number) (Fax Number)