



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: 2024-02-01

Order Number:	AMA 0603 0603 ADJ2400000008 1	Procurement Folder:	1345130
Document Name:	Agency Master Agreement for Tennis Shoes - Challenge Academy	Reason for Modification:	
Document Description:	Brand Name Shoes - Black Sizes 5-12 Women, Men 7-15		
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:	2024-02-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-01-31

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	VS0000039612	Requestor Name:	Cara M Suppa
HOWARD SHOES INC 1256 HADDONFIELD BERLIN RD		Requestor Phone:	304-561-6667
VOORHEES NJ 08043 US		Requestor Email:	cara.m.suppa.nfg@army.mil
Vendor Contact Phone:	8567671300	Extension:	
Discount Details:			
	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	STATE OF WEST VIRGINIA VARIOUS 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: 2024-02-01
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, HOWARD SHOES INC, dba Mike's Better Shoes, 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 Athletic Shoes for the AGENCY, according to the attached General Terms & 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 quantity of each commodity line being requested.

*** 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: February 1, 2024, through January 31, 2025, 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	53111600			EA	\$52.79
	Service From	Service To			Service Contract Amount
				0.00	

Commodity Line Description: Shoes - Women's Under Armour Charge Pursuit or equal.

Extended Description:

Under Armour Charge Pursuit *3024889-001 (or equal) in Black
Sizes 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 12.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	53111600			EA	\$52.79
	Service From	Service To			Service Contract Amount
				0.00	

Commodity Line Description: Shoes - Men's Under Armour Charge Pursuit or equal.

Extended Description:

Under Armour Charge Pursuit #3024878-002 (or equal) in Black
Sizes 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 11.5, 12, 13, 14, 15.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	53111600			EA	\$52.79
	Service From	Service To			Service Contract Amount
				0.00	

Commodity Line Description: Shoes - Women's Adidas Start Your Run or equal.

Extended Description:

Women's Start Your Run #GY9234 (or equal) in Black
Sizes 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5, 9, 9.5, 10, 11.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	53111600			EA	\$52.79
	Service From	Service To			Service Contract Amount
				0.00	

Commodity Line Description: Shoes - Men's New Balance Runner #MARISCP4 or equal.

Extended Description:

Men's New Balance Runner #MARISCP4 (or equal) in Black
Sizes 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 11.5, 12, 13, 14.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
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5	53111600		EA	\$52.79
	Service From	Service To	Service Contract Amount	
			0.00	

Commodity Line Description: Shoes - Women's New Balance Runner WTNTRV5 or equal.

Extended Description:

Women's New Balance Runner #WTNTRV5 in black (or equal)
 Sizes 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 12.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	53111600			EA	\$59.79
	Service From	Service To	Service Contract Amount		
			0.00		

Commodity Line Description: Shoes - Men's Adidas Duramo #GW8342 or equal.

Extended Description:

Brooks Adidas Duramo #GW8342 in Black (or equal)
 Sizes 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 11.5, 12, 12.5, 13, 14, 15.

	Document Phase	Document Description	Page
ADJ2400000008	Final	Brand Name Shoes - Black □ Sizes 5-12 Women, Men 7-15	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



**State of West Virginia
Agency Request for Quote
Athletic**

Proc Folder: 1345130	Reason for Modification:
Doc Description: Brand Name Shoes - Black Sizes 5-12 Women, Men 7-15	
Proc Type: Agency Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2023-12-19	2024-01-12 09:00	ARFQ 0603 ADJ2400000003	1

BID RECEIVING LOCATION

ALL BIDS MUST BE SUBMITTED ELECTRONICALLY

wvOASIS Vendor Self Service (VSS)
 Register and bid online at:
www.wvOASIS.gov WV 00000
 US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Nancy C Baire
 304-561-6449
nancy.c.baire.nfg@army.mil

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Please make sure you enter your bid amount for each separate commodity line - total of 6 commodity lines. Make sure you attach the 4 pages of the Attachment A along with the last page of the Terms & Conditions with your bid as an uploaded attachment.

WVOASIS Helpdesk #

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		STATE OF WEST VIRGINIA	
CHARLESTON WV		VARIOUS LOCATIONS AS INDICATED BY ORDER	
US		No City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Shoes - Women's Under Armour Assert 10 or equal.	280.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description:
Under Armour Assert 10 Women's Shoe (or equal) in Black
Sizes 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 12.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		STATE OF WEST VIRGINIA	
CHARLESTON WV		VARIOUS LOCATIONS AS INDICATED BY ORDER	
US		No City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Shoes - Men's Under Armour Assert 10 or equal.	300.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description:
Under Armour Men's Shoe (or equal) in Black
Sizes 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 11.5, 12, 13, 14, 15.

INVOICE TO	SHIP TO
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ADJUTANT GENERALS
OFFICE
1703 COONSKIN DR

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

CHARLESTON WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Shoes - Women's Sketchers Go Run Lite or equal.	260.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description:
Sketchers GO RUN Lite Women's Shoe (or equal) in Black
Sizes 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5, 9, 9.5, 10, 11.

INVOICE TO	SHIP TO
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ADJUTANT GENERALS
OFFICE
1703 COONSKIN DR

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

CHARLESTON WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Shoes - Men's Sketchers Go Run Lite or equal.	260.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description:
Sketchers GO RUN Lite Men's Shoe (or equal) in Black
Sizes 7.5, 8, 8.5, 9, 9.5, 10, 10.5,11, 11.5, 12, 13, 14.

INVOICE TO	SHIP TO
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ADJUTANT GENERALS
OFFICE
1703 COONSKIN DR

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

CHARLESTON WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Shoes - Women's Under Armour Assert 10 or equal.	320.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description:
Under Armour Assert 10 Women's Shoe (or equal) in Black
Sizes 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 12.

INVOICE TO	SHIP TO
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ADJUTANT GENERALS
OFFICE
1703 COONSKIN DR

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

CHARLESTON WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Shoes - Men's Brooks Adrenaline GTS 22 or equal.	300.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description:
Brooks Adrenaline GTS22 Men's Shoe (or equal) in Black
Sizes 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 11.5, 12, 12.5, 13, 14, 15.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions&Answers	2024-01-03

	Document Phase	Document Description	Page
ADJ2400000003	Final	Brand Name Shoes - Black □ Sizes 5-12 Women, Men 7-15	5

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
Athletic Shoes

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Adjutant General's Office to establish an open-end contract for athletic tennis shoes for our Mountaineer Challenge Academies located in Montgomery and Kingwood, WV.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.

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

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Under Armour® Assert 10 Running Shoes for Women (or equal)**
 - 3.1.1.1 **Women's shoes** must be a black color (or equal).

 - 3.1.1.2 Women's sizes must come in regular & wide widths.

 - 3.1.1.3 Women's sizes must come in half sizes from 5-10 & regular sizes 11 & 12.

REQUEST FOR QUOTATION
Athletic Shoes

3.1.2 Under Armour® Assert 10 Running Shoes for Men (or equal)

- 3.1.2.1 Men's shoes must be a black color (or equal).
- 3.1.2.2 Men's sizes must come in regular & wide widths.
- 3.1.2.3 Men's sizes must come in half sizes from 7-12 & regular sizes 13-15.

3.1.3 Skechers® Go Run Lite® Running Shoes for Women (or equal)

- 3.1.3.1 Women's shoes must be a black color (or equal).
- 3.1.3.2 Women's sizes must come in regular & wide widths.
- 3.1.3.3 Women's sizes must come in half sizes from 5-10 & regular sizes 11.

3.1.4 Skechers® Go Run Lite Running Shoes for Men (or equal)

- 3.1.4.1 Men's shoes must be a black color (or equal).
- 3.1.4.2 Men's sizes must come in regular & wide widths.
- 3.1.4.3 Men's sizes must come in half sizes from 7-11 & regular sizes 12-15.

3.1.5 Brooks® Adrenaline GTS22 Running Shoes for Women (or equal)

- 3.1.5.1 Women's shoes must be a black color (or equal).
- 3.1.5.2 Women's sizes must come in regular & wide widths.
- 3.1.5.3 Women's sizes must come in half sizes from 5-11 & regular sizes 12-13.

REQUEST FOR QUOTATION
Athletic Shoes

3.1.6 Brooks® Adrenaline GTS22 Running Shoes for Men (or equal)

- 3.1.6.1 Men's shoes must be a black color (or equal).
- 3.1.6.2 Men's sizes must come in regular & wide widths.
- 3.1.6.3 Men's sizes must come in half sizes from 7-12 & regular sizes 13-15.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages (Exhibit A has 3 tabs at the bottom of the page).

Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with Exhibit A, Pricing Pages, in their bid submission. Vendor should provide Equivalent product brochures with their submitted bid response. This information may be required before award of contract.

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by listing a unit cost & an extended cost for each line entry on each section 3.1.1 – 3.1.6. Please make sure you send all 4 pages for your pricing pages. Failure to do so may cause your bid to be disqualified.
- 4.3** Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: nancy.c.baire.nfg@army.mil.

REQUEST FOR QUOTATION
Athletic Shoes

5. ORDERING AND PAYMENT:

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

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within fifteen (15) days working days after orders are received. Vendor shall deliver emergency orders within five (5) days permitted for delivery] working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items

REQUEST FOR QUOTATION
Athletic Shoes

shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
Athletic Shoes

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

Sec. #	Women's Under Armour® Assert 10 Running Shoes (or equal) - Color Black	Reg QTY	Wide QTY	Price	Ext. Cost
3.1.1	Size 5	20			\$ -
3.1.1	Size 5.5		20		\$ -
3.1.1	Size 6	20			\$ -
3.1.1	Size 6.5		20		\$ -
3.1.1	Size 7	20			\$ -
3.1.1	Size 7.5		20		\$ -
3.1.1	Size 8	20			\$ -
3.1.1	Size 8.5		20		\$ -
3.1.1	Size 9	20			\$ -
3.1.1	Size 9.5		20		\$ -
3.1.1	Size 10	20			\$ -
3.1.1	Size 10.5		20		\$ -
3.1.1	Size 11	20			\$ -
3.1.1	Size 12		20		\$ -
		140	140	280	\$ -
	Men's Under Armour® Assert 10 Running Shoes (or equal) - Color Black	Regular QTY	Wide QTY	Price	
3.1.2	Size 7	20			\$ -
3.1.2	Size 7.5		20		\$ -
3.1.2	Size 8	20			\$ -
3.1.2	Size 8.5		20		\$ -
3.1.2	Size 9	20			\$ -
3.1.2	Size 9.5		20		\$ -
3.1.2	Size 10	20			\$ -
3.1.2	Size 10.5		20		\$ -
3.1.2	Size 11	20			\$ -
3.1.2	Size 11.5		20		\$ -
3.1.2	Size 12	20			\$ -
3.1.2	Size 12.5		20		\$ -
3.1.2	Size 13	20			\$ -
3.1.2	Size 14		20		\$ -
3.1.2	Size 15	20			\$ -
		160	140	300	\$ -

Vendor Name
Vendor Street Address
Vendor City, State, Zip
Vendor FEIN #
Vendor Email address
Vendor Phone #

Sec. #	Women's Skechers® Go Run Lite Running Shoes (or equal) - Color Black	Reg QTY	Wide QTY	Price	Ext. Cost
3.1.3	Size 5	20			\$ -
3.1.3	Size 5.5		20		\$ -
3.1.3	Size 6	20			\$ -
3.1.3	Size 6.5		20		\$ -
3.1.3	Size 7	20			\$ -
3.1.3	Size 7.5		20		\$ -
3.1.3	Size 8	20			\$ -
3.1.3	Size 8.5		20		\$ -
3.1.3	Size 9	20			\$ -
3.1.3	Size 9.5		20		\$ -
3.1.3	Size 10	20			\$ -
3.1.3	Size 10.5		20		\$ -
3.1.3	Size 11	20			\$ -
		140	120	260	\$ -
	Men's Skechers® Go Run Lite Running Shoes (or equal) - Color Black	Regular QTY	Wide QTY	Price	
3.1.4	Size 7.5	20			\$ -
3.1.4	Size 8		20		\$ -
3.1.4	Size 8.5	20			\$ -
3.1.4	Size 9		20		\$ -
3.1.4	Size 9.5	20			\$ -
3.1.4	Size 10		20		\$ -
3.1.4	Size 10.5	20			\$ -
3.1.4	Size 11		20		\$ -
3.1.4	Size 11.5	20			\$ -
3.1.4	Size 12		20		\$ -
3.1.4	Size 13	20			\$ -
3.1.4	Size 14		20		\$ -
3.1.4	Size 15	20			\$ -
		140	120	260	\$ -

Vendor Name
Vendor Street Address
Vendor City, State, Zip
Vendor FEIN #
Vendor Email address
Vendor Phone #

Sec. #	Women's Brooks® Adrenaline GTS22 (or equal) - Color Black	Reg QTY	Wide QTY	Price	Ext. Cost
3.1.5	Size 5	20			\$ -
3.1.5	Size 5.5		20		\$ -
3.1.5	Size 6	20			\$ -
3.1.5	Size 6.5		20		\$ -
3.1.5	Size 7	20			\$ -
3.1.5	Size 7.5		20		\$ -
3.1.5	Size 8	20			\$ -
3.1.5	Size 8.5		20		\$ -
3.1.5	Size 9	20			\$ -
3.1.5	Size 9.5		20		\$ -
3.1.5	Size 10	20			\$ -
3.1.5	Size 10.5		20		\$ -
3.1.5	Size 11	20			\$ -
3.1.5	Size 11.5		20		\$ -
3.1.5	Size 12	20			\$ -
3.1.5	Size 13		20		\$ -
		160	160	320	\$ -
	Men's Brooks® Adrenaline GTS22 (or equal) - Color Black	Regular QTY	Wide QTY	Price	
3.1.6	Size 7	20			\$ -
3.1.6	Size 7.5		20		\$ -
3.1.6	Size 8	20			\$ -
3.1.6	Size 8.5		20		\$ -
3.1.6	Size 9	20			\$ -
3.1.6	Size 9.5		20		\$ -
3.1.6	Size 10	20			\$ -
3.1.6	Size 10.5		20		\$ -
3.1.6	Size 11	20			\$ -
3.1.6	Size 11.5		20		\$ -
3.1.6	Size 12	20			\$ -
3.1.6	Size 12.5		20		\$ -
3.1.6	Size 13	20			\$ -
3.1.6	Size 14		20		\$ -
3.1.6	Size 15	20			\$ -
		160	140	300	\$ -

Vendor Name
Vendor Street Address
Vendor City, State, Zip
Vendor FEIN #
Vendor Email address
Vendor Phone #

Sec. #	Women's Under Armour® Assert 10 Running Shoes (or equal) - Color Black	Reg QTY	Wide QTY	Price	Ext. Cost
3.1.1	Size 5 - 12 (see breakdown on Tab 1)	140	140		\$ -
Sec. #	Men's Under Armour® Assert 10 Running Shoes (or equal) - Color Black	Regular QTY	Wide QTY	Price	Ext. Cost
3.1.2	Size 7 - 15 (see breakdown on Tab 1)	160	140		\$ -
Sec. #	Women's Skechers® Go Run Lite Running Shoes (or equal) - Color Black	Reg QTY	Wide QTY	Price	Ext. Cost
3.1.3	Size 5 - 11 (see breakdown on Tab 2)	140	120		\$ -
Sec. #	Women's Skechers® Go Run Lite Running Shoes (or equal) - Color Black	Reg QTY	Wide QTY	Price	Ext. Cost
3.1.4	Size 7.5 - 15 (see breakdown on Tab 2)	140	120		\$ -
					\$ -
Sec. #	Women's Brooks® Adrenaline GTS22 (or equal) - Color Black	Regular QTY	Wide QTY	Price	Ext. Cost
3.1.5	Size 5 - 13 (see breakdown on Tab 3)	160	160		\$ -
					\$ -
Sec. #	Men's Brooks® Adrenaline GTS22 (or equal) - Color Black	Regular QTY	Wide QTY	Price	Ext. Cost
3.1.6	Size 7 - 15 (see breakdown on Tab 3)	160	140		\$ -
GRAND TOTAL FOR ALL		900	820	1720	\$ -

Vendor Name
Vendor Street Address
Vendor City, State, Zip
Vendor FEIN #
Vendor Email address
Vendor Phone #



**State of West Virginia
Agency Request for Quote
Athletic**

Proc Folder: 1345130		Reason for Modification:	
Doc Description: Brand Name Shoes - Black Sizes 5-12 Women, Men 7-15		Addendum # 1	
Proc Type: Agency Master Agreement		To publish Q&A received.	
		See attached Q & A & "NEW" Revised Spec's, specifically 4.....	
Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-03	2024-01-12 09:00	ARFQ 0603 ADJ2400000003	2
			See Page 2 for complete info

BID RECEIVING LOCATION

ALL BIDS MUST BE SUBMITTED ELECTRONICALLY
wvOASIS Vendor Self Service (VSS)
Register and bid online at:
www.wvOASIS.gov WV 00000
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
Nancy C Baire
304-561-6449
nancy.c.baire.nfg@army.mil

Vendor Signature X **FEIN#** **DATE**

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

Reason for Modification:

Addendum # 1

To publish Q&A received.

See attached Q & A & "NEW" Revised Spec's, specifically 4.1 & 4.3.

Bid opening is still January 12, 2024 at 9:00 am.

ADDITIONAL INFORMATION

Please make sure you enter your bid amount (even zero if that is your bid for an item) for each separate commodity line - total of 6 commodity lines. Make sure you attach the 4 pages of the Attachment A along with the last page of the Terms & Conditions with your bid as an uploaded attachment.

WVOASIS Helpdesk # 304-558-6708 or 855-666-8823.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		STATE OF WEST VIRGINIA	
CHARLESTON	WV	No City	WV
US		US	
		VARIOUS LOCATIONS AS INDICATED BY ORDER	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Shoes - Women's Under Armour Assert 10 or equal.	280.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description:

Under Armour Assert 10 Women's Shoe (or equal) in Black
Sizes 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 12.

INVOICE TO	SHIP TO
------------	---------

ADJUTANT GENERALS
OFFICE
1703 COONSKIN DR

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

CHARLESTON WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Shoes - Men's Under Armour Assert 10 or equal.	300.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description:
Under Armour Men's Shoe (or equal) in Black
Sizes 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 11.5, 12, 13, 14, 15.

INVOICE TO	SHIP TO
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ADJUTANT GENERALS
OFFICE
1703 COONSKIN DR

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

CHARLESTON WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Shoes - Women's Sketchers Go Run Lite or equal.	260.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description:
Sketchers GO RUN Lite Women's Shoe (or equal) in Black
Sizes 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5, 9, 9.5, 10, 11.

INVOICE TO	SHIP TO
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ADJUTANT GENERALS
OFFICE
1703 COONSKIN DR

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

CHARLESTON WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Shoes - Men's Sketchers Go Run Lite or equal.	260.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description:
Sketchers GO RUN Lite Men's Shoe (or equal) in Black
Sizes 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 11.5, 12, 13, 14.

INVOICE TO	SHIP TO
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ADJUTANT GENERALS
OFFICE
1703 COONSKIN DR

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

CHARLESTON WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Shoes - Women's Brooks Adrenaline GTS 22 or equal.	320.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description:
Women's Brooks Adrenaline GTS 22 in black (or equal)
Sizes 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 12.

INVOICE TO	SHIP TO
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ADJUTANT GENERALS
OFFICE
1703 COONSKIN DR

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

CHARLESTON WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Shoes - Men's Brooks Adrenaline GTS 22 or equal.	300.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description:
Brooks Adrenaline GTS22 Men's Shoe in Black (or equal)
Sizes 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 11.5, 12, 12.5, 13, 14, 15.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions&Answers	2024-01-03

	Document Phase	Document Description	Page
ADJ2400000003	Final	Brand Name Shoes - Black □ Sizes 5-12 Women, Men 7-15	6

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Q & A for ARFQ ADJ2400000003

Q1. Can you please confirm the Commodity Items tab for Line Item #5 versus the Pricing Page Attachment? Commodity Line 5 in Oasis did not match the pricing page.

A1. Please see Commodity Line 5 corrected as follows:

Shoes – Women’s Brooks Adrenaline GTS 22 in black (or equal).

Q2. The color “black” for the body of the shoe. Can the logo or similar be a contrasting color?

A2. Yes, we prefer it to be a darker color. Please specify the color or attach a picture of your bid item.

Q3. Must we bid on all items to participate>

A3. No, but you **must** list a price beside everything on the pricing pages, so we know that you have not overlooked anything. If you aren’t bidding on a product, simply mark \$0.00 beside that product. We will be awarding to multiple vendors if we have multiple vendors respond with products that we would like based on the pricing.

See **REVISED SPECIFICATIONS & ATTACHMENT A** (PRICING PAGE).

REQUEST FOR QUOTATION
Athletic Shoes

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Adjutant General's Office to establish an open-end contract for athletic tennis shoes for our Mountaineer Challenge Academies located in Montgomery and Kingwood, WV.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.

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

- 3. GENERAL REQUIREMENTS:**
 - 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 Under Armour® Assert 10 Running Shoes for Women (or equal)**
 - 3.1.1.1** Women's shoes must be a black color (or equal).

 - 3.1.1.2** Women's sizes must come in regular & wide widths.

 - 3.1.1.3** Women's sizes must come in half sizes from 5-10 & regular sizes 11 & 12.

REQUEST FOR QUOTATION
Athletic Shoes

3.1.2 Under Armour® Assert 10 Running Shoes for Men (or equal)

- 3.1.2.1 Men's shoes must be a black color (or equal).
- 3.1.2.2 Men's sizes must come in regular & wide widths.
- 3.1.2.3 Men's sizes must come in half sizes from 7-12 & regular sizes 13-15.

3.1.3 Skechers® Go Run Lite® Running Shoes for Women (or equal)

- 3.1.3.1 Women's shoes must be a black color (or equal).
- 3.1.3.2 Women's sizes must come in regular & wide widths.
- 3.1.3.3 Women's sizes must come in half sizes from 5-10 & regular sizes 11.

3.1.4 Skechers® Go Run Lite Running Shoes for Men (or equal)

- 3.1.4.1 Men's shoes must be a black color (or equal).
- 3.1.4.2 Men's sizes must come in regular & wide widths.
- 3.1.4.3 Men's sizes must come in half sizes from 7-11 & regular sizes 12-15.

3.1.5 Brooks® Adrenaline GTS22 Running Shoes for Women (or equal)

- 3.1.5.1 Women's shoes must be a black color (or equal).
- 3.1.5.2 Women's sizes must come in regular & wide widths.
- 3.1.5.3 Women's sizes must come in half sizes from 5-11 & regular sizes 12-13.

REQUEST FOR QUOTATION
Athletic Shoes

3.1.6 Brooks® Adrenaline GTS22 Running Shoes for Men (or equal)

3.1.6.1 Men's shoes must be a black color (or equal).

3.1.6.2 Men's sizes must come in regular & wide widths.

3.1.6.3 Men's sizes must come in half sizes from 7-12 & regular sizes 13-15.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Desired Items. This is a multiple award; the Contract shall be awarded to the Vendor(s) that provides the Desired Item(s) meeting the required specifications. (DELETE the rest of this paragraph to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages (Exhibit A has 3 tabs at the bottom of the page).

Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with Exhibit A, Pricing Pages, in their bid submission. Vendor should provide Equivalent product brochures with their submitted bid response. This information may be required before award of contract.

Bids shall be accepted from all bidders who shall then be awarded contracts if they meet the specifications & are the lowest bidder on Commodity Line.

The intent of this contract is to have multiple shoes from different vendors available.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by listing a unit cost & an extended cost for each line entry on each section 3.1.1 – 3.1.6. Please make sure you send all 4 (four) pages for your pricing pages. Failure to do so may cause your bid to be disqualified.

4.3 Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified. (A no bid \$0.00 for the items you are not able to bid on is sufficient).

REQUEST FOR QUOTATION
Athletic Shoes

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: nancy.c.baire.nfg@army.mil.

5. ORDERING AND PAYMENT:

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

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within fifteen (15) days working days after orders are received. Vendor shall deliver emergency orders within five (5) days permitted for delivery] working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency

REQUEST FOR QUOTATION
Athletic Shoes

separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
Athletic Shoes

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Sec. #	Women's Under Armour® Assert 10 Running Shoes (or equal) - Color Black	Reg QTY	Wide QTY	Price	Ext. Cost
3.1.1	Size 5	20			\$ -
3.1.1	Size 5.5		20		\$ -
3.1.1	Size 6	20			\$ -
3.1.1	Size 6.5		20		\$ -
3.1.1	Size 7	20			\$ -
3.1.1	Size 7.5		20		\$ -
3.1.1	Size 8	20			\$ -
3.1.1	Size 8.5		20		\$ -
3.1.1	Size 9	20			\$ -
3.1.1	Size 9.5		20		\$ -
3.1.1	Size 10	20			\$ -
3.1.1	Size 10.5		20		\$ -
3.1.1	Size 11	20			\$ -
3.1.1	Size 12		20		\$ -
		140	140	280	\$ -
	Men's Under Armour® Assert 10 Running Shoes (or equal) - Color Black	Regular QTY	Wide QTY	Price	
3.1.2	Size 7	20			\$ -
3.1.2	Size 7.5		20		\$ -
3.1.2	Size 8	20			\$ -
3.1.2	Size 8.5		20		\$ -
3.1.2	Size 9	20			\$ -
3.1.2	Size 9.5		20		\$ -
3.1.2	Size 10	20			\$ -
3.1.2	Size 10.5		20		\$ -
3.1.2	Size 11	20			\$ -
3.1.2	Size 11.5		20		\$ -
3.1.2	Size 12	20			\$ -
3.1.2	Size 12.5		20		\$ -
3.1.2	Size 13	20			\$ -
3.1.2	Size 14		20		\$ -
3.1.2	Size 15	20			\$ -
		160	140	300	\$ -

Vendor Name
Vendor Street Address
Vendor City, State, Zip
Vendor FEIN #
Vendor Email address
Vendor Phone #

Sec. #	Women's Skechers® Go Run Lite Running Shoes (or equal) - Color Black	Reg QTY	Wide QTY	Price	Ext. Cost
3.1.3	Size 5	20			\$ -
3.1.3	Size 5.5		20		\$ -
3.1.3	Size 6	20			\$ -
3.1.3	Size 6.5		20		\$ -
3.1.3	Size 7	20			\$ -
3.1.3	Size 7.5		20		\$ -
3.1.3	Size 8	20			\$ -
3.1.3	Size 8.5		20		\$ -
3.1.3	Size 9	20			\$ -
3.1.3	Size 9.5		20		\$ -
3.1.3	Size 10	20			\$ -
3.1.3	Size 10.5		20		\$ -
3.1.3	Size 11	20			\$ -
		140	120	260	\$ -
	Men's Skechers® Go Run Lite Running Shoes (or equal) - Color Black	Regular QTY	Wide QTY	Price	
3.1.4	Size 7.5	20			\$ -
3.1.4	Size 8		20		\$ -
3.1.4	Size 8.5	20			\$ -
3.1.4	Size 9		20		\$ -
3.1.4	Size 9.5	20			\$ -
3.1.4	Size 10		20		\$ -
3.1.4	Size 10.5	20			\$ -
3.1.4	Size 11		20		\$ -
3.1.4	Size 11.5	20			\$ -
3.1.4	Size 12		20		\$ -
3.1.4	Size 13	20			\$ -
3.1.4	Size 14		20		\$ -
3.1.4	Size 15	20			\$ -
		140	120	260	\$ -

Vendor Name
Vendor Street Address
Vendor City, State, Zip
Vendor FEIN #
Vendor Email address
Vendor Phone #

Sec. #	Women's Brooks® Adrenaline GTS22 (or equal) - Color Black	Reg QTY	Wide QTY	Price	Ext. Cost
3.1.5	Size 5	20			\$ -
3.1.5	Size 5.5		20		\$ -
3.1.5	Size 6	20			\$ -
3.1.5	Size 6.5		20		\$ -
3.1.5	Size 7	20			\$ -
3.1.5	Size 7.5		20		\$ -
3.1.5	Size 8	20			\$ -
3.1.5	Size 8.5		20		\$ -
3.1.5	Size 9	20			\$ -
3.1.5	Size 9.5		20		\$ -
3.1.5	Size 10	20			\$ -
3.1.5	Size 10.5		20		\$ -
3.1.5	Size 11	20			\$ -
3.1.5	Size 11.5		20		\$ -
3.1.5	Size 12	20			\$ -
3.1.5	Size 13		20		\$ -
		160	160	320	\$ -
	Men's Brooks® Adrenaline GTS22 (or equal) - Color Black	Regular QTY	Wide QTY	Price	
3.1.6	Size 7	20			\$ -
3.1.6	Size 7.5		20		\$ -
3.1.6	Size 8	20			\$ -
3.1.6	Size 8.5		20		\$ -
3.1.6	Size 9	20			\$ -
3.1.6	Size 9.5		20		\$ -
3.1.6	Size 10	20			\$ -
3.1.6	Size 10.5		20		\$ -
3.1.6	Size 11	20			\$ -
3.1.6	Size 11.5		20		\$ -
3.1.6	Size 12	20			\$ -
3.1.6	Size 12.5		20		\$ -
3.1.6	Size 13	20			\$ -
3.1.6	Size 14		20		\$ -
3.1.6	Size 15	20			\$ -
		160	140	300	\$ -

Vendor Name
Vendor Street Address
Vendor City, State, Zip
Vendor FEIN #
Vendor Email address
Vendor Phone #

Sec. #	Women's Under Armour® Assert 10 Running Shoes (or equal) - Color Black	Reg QTY	Wide QTY	Price	Ext. Cost
3.1.1	Size 5 - 12 (see breakdown on Tab 1)	140	140		\$ -
Sec. #	Men's Under Armour® Assert 10 Running Shoes (or equal) - Color Black	Regular QTY	Wide QTY	Price	Ext. Cost
3.1.2	Size 7 - 15 (see breakdown on Tab 1)	160	140		\$ -
Sec. #	Women's Skechers® Go Run Lite Running Shoes (or equal) - Color Black	Reg QTY	Wide QTY	Price	Ext. Cost
3.1.3	Size 5 - 11 (see breakdown on Tab 2)	140	120		\$ -
Sec. #	Women's Skechers® Go Run Lite Running Shoes (or equal) - Color Black	Reg QTY	Wide QTY	Price	Ext. Cost
3.1.4	Size 7.5 - 15 (see breakdown on Tab 2)	140	120		\$ -
					\$ -
Sec. #	Women's Brooks® Adrenaline GTS22 (or equal) - Color Black	Regular QTY	Wide QTY	Price	Ext. Cost
3.1.5	Size 5 - 13 (see breakdown on Tab 3)	160	160		\$ -
					\$ -
Sec. #	Men's Brooks® Adrenaline GTS22 (or equal) - Color Black	Regular QTY	Wide QTY	Price	Ext. Cost
3.1.6	Size 7 - 15 (see breakdown on Tab 3)	160	140		\$ -
GRAND TOTAL FOR ALL		900	820	1720	\$ -

Vendor Name
Vendor Street Address
Vendor City, State, Zip
Vendor FEIN #
Vendor Email address
Vendor Phone #

**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 _____ and the initial contract term extends until _____.

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 _____ 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.

INSTRUCTIONS FOR ORDERING ATHLETIC SHOES AMA ADJ24*008 Howard Shoe Inc dba Mike's Better Shoes
Use your supply requisition to see what is needed
Print out an order form to complete a form by pen/pencil
Mark on the sheet how many items you need for each size tennis shoe you want.
Enter your grand total onto the Excel spreadsheet for the "official" Order Form that will be used & attached to your PO
Go to the Shop "jump to" code & search for Howards Shoe% & put the department code 0603 in your search field for MA Catalog Items & Master Agreements
Click on the "Comm Line" to put them in order 1-6". Select the correct number of items you need for each.
Continue following the instructions for doing the ADO per instructions in PowerPoint.
Attach the Order Form to the Header for your backup.
You have an alternate choice for tennis shoes on AMA ADJ24*007 BSN Sports LLC.

No orders should be placed to the Vendor without an Order Form & an **APPROVED ADO signed by Charleston Procurement Team. This generally happens after your PR is approved & your ADO has been validated in Oasis, then approved by Procurement Team.**

Sec. #	Women's Under Armour® Assert 10 Running Shoes (or equal) - Color Black	Under Armour Charge Pursuit # 3024889-001	Reg QTY	Wide QTY	Price	Ext. Cost	#####
3.1.1	Size 5 - 12 (see breakdown on Tab 1)				\$ 52.79	\$ -	
Sec. #	Men's Under Armour® Assert 10 Running Shoes (or equal) - Color Black	Under Armour Charge Pursuit # 3024878-002	Regular QTY	Wide QTY	Price	Ext. Cost	#####
3.1.2	Size 7 - 15 (see breakdown on Tab 1)				\$ 52.79	\$ -	
Sec. #	Women's Skechers® Go Run Lite Running Shoes (or equal) - Color Black	Adidas Start Your Run # GY9234	Reg QTY	Wide QTY	Price	Ext. Cost	#####
3.1.3	Size 5 - 11 (see breakdown on Tab 2)				\$ 52.79	\$ -	
Sec. #	Men's Skechers® Go Run Lite Running Shoes (or equal) - Color Black	New Balance Runner # MARISCP4, Black Multi	Reg QTY	Wide QTY	Price	Ext. Cost	#####
3.1.4	Size 7.5 - 15 (see breakdown on Tab 2)				\$ 52.79	\$ -	
						\$ -	
Sec. #	Women's Brooks® Adrenaline GTS22 (or equal) - Color Black	New Balance Runner WTNTRV5, Black/Pink	Regular QTY	Wide QTY	Price	Ext. Cost	#####
3.1.5	Size 5 - 13 (see breakdown on Tab 3)				\$ 52.79	\$ -	
						\$ -	
Sec. #	Men's Brooks® Adrenaline GTS22 (or equal) - Color Black	Adidas Duramo # GW8342	Regular QTY	Wide QTY	Price	Ext. Cost	#####
3.1.6	Size 7 - 15 (see breakdown on Tab 3)				\$ 59.79	\$ -	
GRAND TOTAL FOR ALL			0	0	0	\$ -	



Vendor Name: Mike's Better Shoes
Vendor Street Address: 1256 Haddonfield Berlin Road
Vendor City, State, Zip: Voorhees NJ 08043
Vendor FEIN #: 22-2834991
Vendor Email address: Shoeking1@aol.com
Vendor Phone #: 856-767-1300