| Request for Proposal |  | Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 <br> Direct all inquiries regarding this order to: (304) 696-2599 |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Pendor cintas $\quad$ Phone: 606-325-3777 $\quad$ For Information Contact: Spenser LindAngela White Negley 304-696-2599 Negley4@marshall.edu and purchasing@marshall.eduFEIN/SSN: |  |  |  |  |
| Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSID UNLESS OTHERWISE NOTED, THE PROPOSAL WILL BE SUBMITTED IN BONFIRE ON OR BEFORE THE DATE FOR THE PROPOSAL OPENING. The Institution reserves the right to accept or reject proposals separately or as a whole, to waive informalities or irregularities and to contract as the best interests of the Institution may require. PROPOSALS ARE SU |  |  |  |  |
| DATE <br> 7/9/20 |  | MANDATORY PRE-BID MEETING $\mathrm{N} / \mathrm{A}$ | DEPARTMENT REQUISITION NO. <br> MU21UNIFORMS | Bids Open: <br> 7/23/20 at 3:00p.m., LPTT. <br> Broadcast via Zoom at the following link: <br> 236249 |
| Item \# | Quantity | Description |  |  |
|  |  | REQUEST FOR BIDS <br> Marshall University on behalf of the Governing Board, is soliciting bids from qualified companies to establish an open-end contract for uniforms for the University's Physical Plant and Memorial Student Center Staff. <br> Project Name: MU21UNIFORMS <br> Deadline for Technical Questions: Wednesday, July 15, 2020, by 9:00 a.m., LPT <br> Bid Opening Time and Date: Thursday, July 23, 2020, at 3:00 p.m., LPT via Zoom at the following link: https://marshall.zoom.us/j/96634236249 |  |  |

To the Purchasing Department,
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within calendar days $\left(\begin{array}{l}\text { ? }\end{array}\right.$ is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are off delivered at the designated point(s), within the time specified.
$\qquad$ Cintas

| FOB | within N/A days | Title | Signed By | SpenserLindsey |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | After receipt of order at address shown |  | Typed Name | Spenser |  |
|  |  |  | Catalog Manager |  |  |
| Street Address | 4125 Winchester Ave |  |  |  |  |
| City/State/Zip | Ashland KY 41105 |  | Date | 7/23/2020 | Phone |
| Fein |  |  |  |  |  |

1. REVIEW DOCUMENTS THOROUGHLY: Please read these instructions and all documents attc instructions provide critical information about requirements that if overlooked, could lead to disqualificati submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so Vendor's bid.
2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the wor, identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result
3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

A NON-MANDATORY pre-bid meeting will be held at the following place a

A MANDATORY pre-bid meeting will be held at the following place and time:
All Vendors submitting a written bid must attend the mandatory pre-bid meeting. Faile bid meeting shall result in disqualification of the Vendor's bid. No person attending the pre than one (1) Vendor.
An attendance sheet provided at the pre-bid meeting shall serve as the official docur State will not accept any other form of proof or documentation to verify attendance. Any pers on behalf of a Vendor must list his or her name and the name of the Vendor he or she is repre

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone nu sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. F as required may result in disqualification of Vendor's bid.

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

If possible, questions submitted at least five (5) business days prior to a scheduled pre-bid me pre-bid meeting. Any discussions or answers to questions at the pre-bid meeting are prelimir binding. Official and binding answers to questions will be published in a written addendum t opening.
4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Marshall Un below. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and considered. A written response will be published in a Solicitation addendum if a response is possible and ap conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submissions should include solicitation number in the subject line.
Question Submission Deadline (date and time): Wednesday, July 15, 2020, at 9:00 a.m., LPT
Submit Questions to: Angela White Negley
Old Main 125
One John Marshall Drive Huntington, WV 25755
Fax: (304) 696-3333 (Vendors should not use this fax number for bid submission) Email: negley4@marshall.edu 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitatio Marshall University Office of Purchasing is binding.
6. BID SUBMISSION: All bids must be submitted electronically through Bonfire ${ }^{\mathrm{TM}}$ or signed and delivered by the Office of Purchasing at the address listed above on or before the date and time of the bid opening. Any bid received possession of the Office of Purchasing and will not be returned for any reason. The Office of Purchasing will not acc addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via Bonfir courier.

A bid that is not submitted electronically through Bonfire ${ }^{\mathrm{TM}}$ should contain the information 1 below on the face of the envelope or the bid may be rejected by the University.

## SEALED BID: MU21UNIFORMS

CONTACT: Angela White Negley
solicitation name: Physical Plant and Memorial Student Center Open-End Uniform Con S O L ICITATION C LO S ING DAT E: July 23, 2020
S OL IC IA T IO N C LO S IN G T IM E:
3:00 p.m., LPT
7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below or of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation confirmation of delivery is provided by Bonfire ${ }^{\mathrm{TM}}$ (in the case of electronic submission), when the bid is deliv stamped by the official Marshall University Office of Purchasing's time clock or when the bid and delivered and is ti by the official Marshall University Office of Purchasing's time clock.

Bid Opening Date and Time:
July 23, 2020, at 3:00 p.m.,LPT
The bid opening willl be broadcast via Zoom at the following link: https://marshall.zoom.us/j Bid Opening Location: Marshall University Office of Purchasing
Old Main 125
One John Marshall Drive Huntington, WV 25755
8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an offic Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknc included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknow. bid to expedite document processing.
9. BID FORMATTING: Vendor should type or electronically enter the information onto in the evaluation. Failure to type or electronically enter the information may result in bid disc
10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level c reflect a preference for, or in any way favor, a particular brand or Vendor. Vendors may bid alternates to a listed mode at least equal to the model or brand and complies with the required specifications. The equality of any alternate being University at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the eq to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the $b$ Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exception of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. COMMUNICATION LIMITATIONS: In accordance with Marshall University Board of Governors Policy communication with Marshall University or any of its employees regarding this Solicitation during the solicitat: except through the Marshall University Office of Purchasing, is strictly prohibited without prior Office of Pur, communication.
13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the must have paid the registration fee, if applicable.
14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and $n$ used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bi preference requested with reference to the applicable subsection of West Virginia Code
§ 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf. Please Note: V $\epsilon$ construction projects.
15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations fs accordance with W. Va. Code $\S 5 A-3-37(b)$. In effect, if reciprocal preference is requested by a West Virginia receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bic request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly ad Virginia Code §5A-3-37(a)(7) and W. Va. CSR
$\S 148-22-9$, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. Cs preference made available to any resident vendor. Any non-resident small, women-owned, or minority- owned busines must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 1 . receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or mir accordance with W. Va. CSR § 148-22-9.
17. WAIVER OF MINOR IRREGULARITIES: The Chief Procurement Officer reserves the right to waive minor irre: accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy.
18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in Bonfire ${ }^{\text {TM }}$ can $\mathrm{b}_{1}$ staff immediately upon bid opening. The University will consider any file that cannot be immediately access and view as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and $t$ not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a required with the bid. A Vendor may be required to provide document passwords or removed access restrictions electronically save documents provided that those documents are viewable by the University prior to obtaining $t$ restriction.
19. NON-RESPONSIBLE: The Chief Procurement Officer reserves the right to reject the bid of any Vendor as NonUniversity Board of Governors Policy No. FA-9 Purchasing Policy, when the Chief Procurement Officer determint does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performar
20. NON-RESPONSIVE: The Chief Procurement Officer reserves the right to reject the bid of any Vendor as Non-R University Board of Governors Policy No. FA-9 Purchasing Policy, when the Chief Procurement Officer determint does not conform to the mandatory or essential requirements contained in the solicitation.
21. ACCEPTANCE/REJECTION: The University may accept or reject any bid in whole, o Marshall University Board of Governors Policy No. FA-9 Purchasing Policy.
22. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of 1 competitive bidding laws of Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, §5-22-1 $\epsilon$ Virginia Freedom of Information Act in W. Va. Code § 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRAI NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Marshall University Office explicit consent to the subsequent public disclosure of the bid, proposal, or document. any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-: Code 29B-1-4(a) (1). All submissions are subject to public disclosure without notice.
23. PURCHASING AFFIDAVIT: The University is prohibited from awarding a contract to any bidder that owes a di the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall Universit. oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State. http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf
24. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-4 requires that the vendor submit to $t$ Purchasing a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at leas on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is in obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a A more detailed definition of interested parties can be obtained from the form referenced above. http://www.state.wv.us/admin/purchase/VRC/Ethics_DisclosureInterestedParties_2018.pdf
25. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or oth fails to provide it with the bid, the Chief Procurement Officer reserves the right to request those items after bid openin the authority to waive minor irregularities in bids or specifications under Marshall University Board of Governors This
authority does not apply to instances where state law mandates receipt with the bid.

## MARSHALL UNIVERSITY

## GENERAL TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document constitutes acceptance of this contract (the Contrai University (University or Marshall) and the Vendor. Vendor's signature to the Contract signifies Vendor's agreement to be conditions contained in the Contract. Therefore, the parties agree that the following contractual terms and conditions are dol part of the Contract. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE GENEF THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL
2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them be] found in the specifications, if applicable, included with the Solicitation/Contract.
2.1 "Award Document" means the document that identifies the Vendor as the Contract holder when signed by the Vendor a Purchasing and, when necessary, approved as to form by the Attorney General.
2.2 "Bid" or "Proposal" means the Vendor's verbal bid or written bid provided in response to a solicitation by the 2.3 "Board" means the Governing Board of Marshall University.
2.4 "Buyer" means an individual designated by a Chief Procurement Officer to perform designated purchasing and acquisit Procurement Officer.
2.5 "Chief Procurement Officer" means the individual designated by the President of Marshall University to manage and acquisition of supplies, equipment, services, and printing for the University.
2.6 "Contract" means the binding agreement that is entered between the University and the Vendor to provide requested go Solicitation.
2.7 "Governing Board" means the Marshall University Board of Governors as provided for in the West Virginia state code. 2.8 "Higher Education Institution" means an institution as defined by Sections 401(f), (g) and (h) of the federal Higher Edu amended.
2.9 "Office of Purchasing" means the section within Marshall University headed by the Chief Procurement Officer :
2.10 "Purchasing Card" or "P-Card" means The State of West Virginia’s Purchasing Card program, administered ו processes payment for goods and services through state designated credit cards.
2.11 "Responsible Bidder" and "Responsible Vendor" mean a person and/or vendor who have the capability in requirements, and the integrity and reliability which will assure good faith performance.
2.12 "Responsive Bidder" and "Responsive Vendor" mean a person and/or a vendor who has submitted at respects to the invitation to bid.
2.13 "Solicitation" means the notice of an opportunity to supply the University with goods and services.
2.14 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, departmen
2.15 "University" means Marshall University or Marshall.
2.16 "Vendor" or "Vendors" means any entity providing either a verbal or written bid in response to the solicitatio lowest responsible bidder, or the entity that has been awarded the Contract as context requires.
2.17 "Will", "Shall" and "Must" identifies a mandatory item or requirement that concludes the duty, obligation or opposed to being directory or permissive.
3. CONTRACT TERM; RENEWAL; EXTENSION: The term of the Contract shall t the category that has been identified as applicable to the Contract below:

## Term Contract

Initial Contract Term: The Contract becomes effective on ${ }^{\text {award }}$
$\qquad$ and extends for a period of one (1) year(s).

Renewal Term: The Contract may be renewed upon the mutual written consent of the University and the Vendor submitted to the University thirty (30) days prior to the expiration date of the initial contract term or appropriate be in accordance with the terms and conditions of the original contract. Renewal of the Contract is limited
to four (4) successive one (1) year periods or multiple renewal
periods of less than one year, provided that the multiple renewal periods do not exceed
forty-eight (48) months months in total. Automatic renewal prohibited.

Any language that seeks to automatically renew, modify, or extend the Contract beyond the ir continue the Contract period form term to term is deleted. The Contract may be renewed or c written agreement of the Parties.

Alternate Renewal Term - This contract may be renewed for $\qquad$ successive $\qquad$ year periods or shorter periods provided that tl exceed the total number of months contained in all available renewals. Automatic renewal of this Contract approved by the Vendor and Agency.

Fixed Period Contract: The Contract becomes effective upon Vendor's receipt of the notice and must be completed within

Fixed Period Contract with Renewals: The Contract becomes effective upon Vendor's rect notice to proceed and part of the Contract must be completed within days. Upon completion, the Vendor agrees that maintenance, monitoring, or warranty services will be provided for successive one-year periods or multiple periods of less than one year provided that the months in total.

One-Time Purchase: The term of the Contract shall run from the issuance of the Award D contracted for have been delivered, but in no event, will the Contract extend for more tl

Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of the Contract immediately upon receiving notice to the University. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed
5. QUANTITIES: The quantities required under the Contract shall be determined in accordanc identified as applicable to the Contract below.

Open End Contract: Quantities stated in the solicitation are approximations only, based on estimates supplied 1 agreed that the Contract shall cover the quantities ordered for delivery during the term of the Contract, whethes

Service: The scope of the service to be provided will be more clearly defined in the specifis

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be $r$ included herewith.
One-Time Purchase: The Contract is for the purchase of a set quantity of goods that are identified in the specif items have been delivered, no additional goods may be procured under the Contract without an approprial Vendor, University, and/or when necessary, the Attorney General's office.
6. EMERGENCY PURCHASES: The Chief Procurement Officer may suspend the use of a university wide manda Purchasing has created standard specifications that are establish University wide contracts for commonly used comn repetitive basis), or the competitive bidding process to allow a Department to purchase goods or services in the op delivery in an emergency.
Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume University emergency purchase with another vendor does not cause a breach of contract.
7. REQUIRED DOCUMENTS: All the items checked below must be provided to the University by the Venc BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors project shall furnish a valid bid bond in the amount of five percent $(5 \%)$ of the total amount of the bid protecting the must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amou performance bond must be received by the Marshall University Office of Purchasing Office prior to C LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/me $100 \%$ of the Contract value. The labor/material payment bond must be received by the Marshall Universi Contract award.

MAINTENANCE BOND: The successful Vendor shall provide a two (2) year maintenance bond cc maintenance bond must be issued and received by the Marshall University Office of Purchasing Office ] LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section and Conditions, the Vendor shall furnish proof of the following licenses, certifications, and/or permits pric acceptable to the University.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications prior to Contract requirement is listed above.
8. INSURANCE: The Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contrac and prior to the insurance expiration date, Vendor shall provide the University with proof that the insurance mandatt must also provide with immediate notice of any changes in its insurance policies mandated herein, including but not reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of furnish proof of any additional insurance requirements prior to the Contract award regardless of whether that section.
Any provisions requiring the University to maintain any type of insurance for either of its or the Vendors benefit is d Vendor must maintain:
Commercial General Liability Insurance in at least an amount of: per occurrence and an aggı

Automobile Liability Insurance in at least an amount of: aggregate of $\qquad$ .

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:
$\qquad$ per occurrence and an aggregate of $\qquad$ .

## Commercial Crime and Third-Party Fidelity Insurance in an amount of:

 per occurrence and an aggregate of $\qquad$ Cyber Liability Insurance in an amount of: per occurrence and an aggregate of. Coverage shall be sufficiently broad to respond to the duties and oblig performance of the Contract and shall include, but not limited to, claims involving infringement of inte limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information th electronic information, release of private information, alteration of electronic information, extortion ar provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monit respond to these obligations.

Builders Risk Insurance in an amount equal to $100 \%$ of the amount of the Contract.
$\qquad$ per occurrence and an aggregate of $\qquad$ .
9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon r 10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the Universi remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:


## Liquidated Damages Contained in the Specifications

11. ACCEPTANCE: Vendor's signature on the certification and signature page, constitutes an offer to the Universit. signifies that the product or service proposed by Vendor meets the mandatory requirements for that product or : and signifies acceptance of the terms and conditions unless otherwise indicated.
12. STATUTE OF LIMITATIONS - Any clauses limiting the time in which the State may brir other third party are deleted.
13. PRICING/BEST PRICE GUARANTEE: The pricing set forth herein is firm for the life of the Contract, Solicitation by the University. A Vendor's inclusion of price adjustment provisions in its bid, without an express aut may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale F lower of the contract price or the publicly advertised sale price.
14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper is provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software 1 may be paid annually in advance.
15. PAYMENT METHODS: The Vendor must accept payment by electronic funds transfer or P-Card for payment the box below is checked.
Vendor is not required to accept the State of West Virginia's P-Card or by electronic funds transfer as payment for a stated below:
16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were r price or lump sum bid amount that Vendor is required by the solicitation to provide. Requesting such fees or charges awarded may result in cancellation of the contract. Any references contained in the Contract, Vendor's bid, or ir documents obligating the University to pay to compensate Vendor, in whole or in part, for lost profit, pay a terminat Contract is terminated early, seeking to accelerate payments in the event of Contract termination, default, or costs, or attorney's fees, unless ordered by a court of competent jurisdiction is hereby deleted. Any language late payment is deleted.
17. FEES OR COSTS: Any language obligating the State to pay costs of collection, cot unless ordered by a court of competent jurisdiction is deleted.
18. RISK SHIFTING: Any provision requiring the State to bear the costs of all or a majority of business/ to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
19. LIMITING LIABILITY: Any language limiting the Vendor's liability for direct damages i
20. TAXES: The Vendor shall pay any applicable sales, use, personal property or other taxes arising out of the Cont hereby. The University is exempt from federal and state taxes and will not pay or reimburse such taxes. The Univer: exempt certificate to confirm its tax-exempt status.
21. FISCAL YEAR FUNDING: The Contract shall continue for the term stated herein, contingent upon funds being otherwise being made available for this Contract. In the event funds are not appropriated or otherwise available, the null and void after June 30 of the current fiscal year. If that occurs, the University may notify the Vendor that an alte obtained and thereby avoid the automatic termination. Non- appropriation or non-funding shall not be considel
22. CANCELLATION/RIGHT TO TERMINATE: The University reserves the right to cancel/terminate the Contrac Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. Tl purchase or Contract upon thirty (30) days written notice to the Vendor. In the event of early cancellation, only for all undisputed services rendered or goods received before the termination's effective date. All provisions at (1) compensate Vendor, in whole or in part, for loss profit, (2) pay a termination fee, or (3) pay liquidated damages i

In the event that a vendor fails to honor any contractual term or condition, the Chief Procuremen and re-award the contract to the next lowest responsible and responsive bidder in accordance wit of Governors Policy No. FA-9 Purchasing Policy, section 7.4.1
Any language seeking to accelerate payments in the event of Contract termination, default or non-funding is hereby,

## 23. RIGHT OF FIRST REFUSAL Any language seeking to give the Vendor a Right of First ]

24. DISPUTES - Any language binding the University to any arbitration or to the decision of an panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of West Virginia is deleted. All legal actions for damages brought by Vendor against the Uni West Virginia Legislative Claims Commission. Other causes of action must be brought in the W statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Con Virginia is deleted.
25. TIME: Time is of the essence with regard to all matters of time and performance in the Cont
26. DELIVERY -All deliveries under the Contract will be FOBdestination unlessthe Stateexpre: otherwise. Any contrary delivery terms are hereby deleted.
27. APPLICABLE LAW: The Contract is governed by and interpreted under West Virginia law without giving effer information provided in specification manuals, or any other source, verbal or written, which contradicts or violate Code or Marshall University Board of Governors Policy No. FA-9 Purchasing Policy is void and of no effect. Any li law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contr State of West Virginia
28. COMPLIANCE WITH GOVERNING LAWS: Vendor shall comply with all applicable federal, state, and local submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, 1 shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they applicable laws, regulations, and ordinances.
29. ARBITRATION: Any references made to arbitration contained in the Contract, Vendor's bi Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.
30. MODIFICATIONS: Notwithstanding anything contained in the Contract to the contrary, no shall be binding without mutual written consent of the University, and the Vendor.
31. AMENDMENTS - The parties agree that all amendments, modifications, alterations or chat mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted
32. NO WAIVER: The failure of either party to insist upon a strict performance of any of the terms or prc option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of suc remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signı

Any provisions requiring the University to waive any rights, claims or defenses is hereby deleted.
33. SUBSEQUENT FORMS: The terms and conditions contained in the Contract shall supersede any and all subseq appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms doє and conditions contained thereon.
34. ASSIGNMENT: Neither the Contract nor any monies due, or to become due hereunder, ma】 without the express written consent of the University and any other government or office that ma assignments.
The Vendor agrees not to assign the Contract to any person or entity without the State's prior wri unreasonably delayed or denied. The State reserves the right to assign this Contract to another St upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the paymen assignment will not become effective and binding upon the State until the State is notified of the Vendor execute a change order to the Contract.
35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) c samples, or other description furnished or specified by the University; (b) be merchantable and fit for the purpose in material and workmanship.
36. UNIVERSITY EMPLOYEES: University employees are not permitted to utilize the Vendor is prohibited from permitting or facilitating the same.
37. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, di identifiable information or other confidential information gained from the University, unless the individual who consents to the disclosure in writing or the disclosure is made pursuant to the University's policies, procedu

Proposals are NOT to be marked as confidential or proprietary Any Provisions regarding confidential treatment or $n$ of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Informati 1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to discretion. The University shall not be liable in any way for disclosure of any such records

Any provisions regarding confidentiality of or non-disclosure related to contract performance are are consistent with FOIA and incorporated into the Contract through a separately approved and s
38. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the result public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, a laws of W. Va. Code
§18B-5-4 and the Freedom of Information Act in W.Va. Code Chapter 29B.

## DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, CONTAINING A TRAD NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes yous public disclosure of the bid, proposal, or document.
39. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws University of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Vi Insurance Commission, or any other state University or political subdivision. Upon request, the Vendor must prc information to enable the University to verify that the Vendor is licensed and in good standing with the above entitie
40. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Marshall 1 sell, assign, or transfer to the University all rights, title, and interest in and to all causes of action it may now or here: the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to th purchased or acquired by Marshall University. Such assignment shall be made and become effective at the time the 1 Vendor.
41. THIRD-PARTY SOFTWARE: If this Contract contemplates or requires the use of third-party software, the ven mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such thirr this Addendum or that is has the authority to modify such third-party software's terms and conditions to be s Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party term: or subordinate to, this Addendum.
42. RIGHT TO REPOSSESSION NOTICE: Any provision for repossession of equipment without notice is hereby recognize a right of repossession with notice.
43. VENDOR CERTIFICATIONS: By signing its bid or entering into the Contract, Vendor certifies (1) that its bid , understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person o same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or or entered into without any prior understanding, agreement, or connection to any other entity
that could be considered a violation of law; and (4) that it has reviewed the Contract in its entire terms and conditions, and other information contained herein. Vendor's signature on its bid or of its representatives have any interest, nor shall acquire any interest, direct or indirect, which wor of its services hereunder. Any such interests shall be promptly presented in detail to the Uni this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execu documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in that, to the best of his or her knowledge, the Vendor has properly registered with the all State agt
44. VENDOR RELATIONSHIP: The relationship of the Vendor to the University shall be that of an indept relationship or employer-employee relationship is contemplated or created by the Contract. The Vendor as an indept acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compens pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontra be employees of the University for any purpose whatsoever. Vendor shall be exclusively responsible for payment of and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obli of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdi] taxes, and employer income tax returns.
45. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the University, against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplyin! connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured o employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or dispo Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failu or subcontractors to observe State and Federal laws including, but not limited to, labor and wage, and hour laws.
46. PURCHASING AFFIDAVIT: In accordance with West Virginia Code $\S 18 \mathrm{~B}-5-5$ and $\S 5 \mathrm{~A}-3-18$ the University is any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligatior subdivision of the state.
47. WEST VIRGINIA DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Alcohol and I improvement contractors to have and implement a drug-free workplace policy that requires drug and alcohol testing. construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement le contract is over $\$ 100,000$. No public authority may award a public improvement contract which is to be let to $l$ contract require the
contractor and its subcontractors to implement and maintain a written drug-free workplace polic! subcontractors provide a sworn statement in writing, under the penalties of perjury, that they mai policy.
48. DISCLOSURE OF INTERESTED PARTIES A state agency may not enter into a contract, or a series of related estimated value of $\$ 1,000,000$ or more until the business entity submits to the contracting state agency a Disclosure , contract.
49. CONFLICT OF INTEREST: Vendor, its officers, members, or employees shall not presently have or acquire would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire o ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in det
50. MARSHALL UNIVERSITY'S INFORMATION TECHNOLOGY SERVICES AND SUPPORT DEPARTMEI services through the Marshall University's IT Department, they must reimburse the University at the IT at: https://www.marshall.edu/it/rates/.
51. PUBLICITY: Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplyi University without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.
52. UNIVERSITY MARKS: Vendor shall not, in any way or in any form use the University's trademarks or other intellectual property without the express written consent of the Marshall University Commun be sent to ucomm@marshall.edu.
53. INTELLECTUAL PROPERTY: The University will own all rights, title and interest in any and all intellectual p or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessa rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intel] by the terms of the grant or contract to the University to the extent such intellectual property terms to apply to subco
54. FERPA: Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the ext identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations states that the officers, employees and agents of a party that receives education record information from Marshall m purposes for which the disclosure was made.
55. REPORTS: Vendor shall provide the University with the following reports identified by a checked box bf Such reports as the University may request. Requested reports may include, but are not limited to, quantities purchas contract expenditures by University, etc.
Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by U :
56. PREFERENCE FOR THE USE OF DOMESTIC STEEL PRODUCTS IN STATE CONTRACT PROJECTS: I Except when authorized pursuant to the provisions of subsection (b) of this section, no contractor may use or supply other than those steel products made in the United States. A contractor who uses steel products in violation of this se pursuant to W.Va. Code §5A-3-56. As used in this section (2):
(A) "State contract project" means any erection or construction of, or any addition to, alteration of or other improveI including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or or after June 6, 2001.
(B) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise s combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, 1 (b) Notwithstanding any provision of subsection (a) of this section to the contrary, the Director of the West Virginia Purchasing Division ("Director of the Purchasing Division") may, in writing, authorize the use of foreign steel produ (1) The cost for each contract item used does not exceed one tenth of one percent of the total contract cost or $\$ 2,500$, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered ti (2) The Director of the Purchasing Division determines that specified steel materials are not produced in the United are not reasonably available to meet contract requirements.


#### Abstract

57. PREFERENCE FOR DOMESTIC ALUMINUM, GLASS AND STEEL PRODUCTS:

In Accordance with W. Va. Code § 5-19-1 et seq., (a) Every state spending unit, as defined in chapter five-a, shall require that every contract or subcontract for the con repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to $b$ provision that, if any aluminum, glass or steel products are to be supplied in the performance of the contract, or subc or steel products shall be supplied unless the spending officer, as defined in chapter five-a, determines, in writing, af cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest or that dor are not produced in sufficient quantities to meet the contract requirements: Provided,


That this article applies to any public works contract awarded in an amount more than $\$ 50,000$, $\varepsilon$ article applies to any public works contract awarded in an amount more than $\$ 50,000$ or requirin of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost ( $20 \%$ ) of the bid or offered price for foreign made aluminum, glass, or steel products. If the d steel products to be supplied or produced in a "substantial labor surplus area", as defined $b$. Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cc (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 equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public $v$ purpose or of being a permanent part of a single public works project. This provision does not a] purchased by a spending unit for use by that spending unit and not as part of a single public wor

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administral matters relating to the Contract.
(Name, Title)
(Printed Name and Title)
(Address)
(Phone Number) (Fax Number)
(Email Address)
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through BONFIRI Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contai proposal constitutes an offer to Marshall University that cannot be unilaterally withdrawn; that the product or sel requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Ve contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for re authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related theret authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor wi Purchasing Division and Marshall University.

| (Company) |  |
| :---: | :---: |
| (Authorized Signature) |  |
| (Printed Name and Title of Authorized Representative) |  |
| (Date) $\quad$ (Fax Number) |  |
| (Phone Number) |  |
| ADDENDUM ACKNOWLEDGEMENT FORM |  |
| SoLICITATION NO.: MU21UNIFORMS |  |

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by compl acknowledgment form. Check the box next to each addendum received and sign below. F may result in bid disqualification.
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revision specifications, etc.
Addendum Numbers Received:
(Check the box next to each addendum received)


Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
Addendum No. 5
Addendum No. 6
Addendum No. 7
Addendum No. 8
Addendum No. 9
Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this $b$ verbal representation made or assumed to be made during any oral discussion held between V University personnel is not binding. Only the information issued in writing and added to th addendum is binding.

## Company

Authorized Signature
Date
NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

## SPECIFICATIONS

1. PURPOSE AND SCOPE: The Marshall University Office of Purchasing is soliciting bids on behalf of th Student Center, to establish an Open-End contract for the purchase of uniforms. The award may be split if i
2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. 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 co hereto as Exhibit "B" and used to evaluate
the Solicitation responses.
2.3 'Solicitation" means the official notice of an opportunity to supply Marshall U
2.4 "Color(s) of Contract Items" - the Vendor is expected to offer the color bid for the life of the contract period. In the event a color is discontinued and no longer available for production, the vendor shall notice sixty (60) days in advance of discontinuance. Color substitution will be at the Department's discre approved change order. No price increase will be allowed for color substitution.
3. GENERAL REQUIREMENTS:
3.1 Contract Items and Mandatory Requirements: Vendor shall provide Department below on an open-end and continuing basis. Contract Items must meet or exceed the mandat

### 3.1. Women's Carhartt 102731, Original Fit Blaine Jeans, or Equal.

3.1.1.1 Fabric must be pre-shrunk $100 \%$ cotton or cotton/spandex blend;
3.1.1.2 Fabric weight must be a minimum of 12 ounces;
3.1.1.3 Must have front and back pockets;
3.1.1.4 Color: Dark Blue Stonewashed; and
3.1.1.5 Sizes: 4 - 18.
3.1.2 Men's Carhartt B13, Loose Fit Work Jean or Equal.
3.1.2.1 Fabric must be pre-shrunk $100 \%$ cotton;
3.1.2.2 Fabric weight must be a minimum of 12 ounces;
3.1.2.3 Must have multiple tool pockets with a minimum of six (6) pc
3.1.2.4 Color: Dark Blue Stonewashed; and
3.1.2.5 Sizes: 28 - 58.
3.1.3 Men's Carhartt B17, Relaxed Fit Tapered Jean or Equal.
3.1.3.1 Fabric must be pre-shrunk $100 \%$ cotton/denim;
3.1.3.2 Fabric weight must be a minimum of 15 ounces;
3.1.3.3 Must have a minimum of five (5) pockets;
3.1.3.4 Color: Dark Blue Stonewashed; and
3.1.3.5 Sizes: 28 - 58.
3.1.4 Pocket Tee Shirt (Regular) Port and Company Pocket Tee Shirts Core
3.1.4.1 Fabric must be a $50 / 50$ Cotton/Polyester Blend;
3.1.4.2 One left breast pocket;
3.1.4.3 Must be screen-printed on front and back (2-color maximun or script;
3.1.4.4 Color: All vendors must supply grey shirts and at least one of 1 (Kelly Green, Forest Green, or Irish Green); and
3.1.4.5 Sizes: S - 6XL.
3.1.5 Pocket Tee Shirt (Big and Tall) Port and Company Pocket Tee Shirts 1 Equal.
3.1.5.1 Fabric must be a $50 / 50$ Cotton/Polyester Blend;
3.1.5.2 One left breast pocket;
3.1.5.3 Must be screen-printed on front and back (2-color maximum) script;
3.1.5.4 Color: All vendors must supply grey shirts and at least one of 1 (Kelly Green, Forest Green, or Irish Green); and
3.1.5.5 Sizes: LT - 6XLT.
3.1.6 No Pocket Tee Shirts (Regular) Port and Company No Pocket Tee Shi Equal.
3.1.6.1 Fabric must be a $50 / 50$ Cotton/Polyester Blend;
3.1.6.2 Must be screen-printed on front and back (2-color maximum) script;
3.1.6.3 Color: All vendors must supply grey shirts and at least one of 1 (Kelly Green, Forest Green, or Irish Green); and
3.1.6.4 Sizes: $\mathrm{S}-6 \mathrm{XL}$.
3.1.7 No Pocket Tee Shirts (Big and Tall) Port and Company No Pocket Ter PC55T, or Equal.
3.1.7.1 Fabric must be a $50 / 50$ Cotton/Polyester Blend;
3.1.7.2 Must be screen-printed on front and back (2-color maximum) script;
3.1.7.3 Color: All vendors must supply grey shirts and at least one of 1 (Kelly Green, Forest Green, or Irish Green); and
3.1.7.4 Sizes: LT-6XLT
3.1.8 Men's Polo Shirt (Regular) Port Authority Silk Touch, K500 or Equal
3.1.8.1 Fabric must be a $65 \%$ Polyester / $35 \%$ Cotton Blend;
3.1.8.2 Must be embroidered (3-color maximum) with Marsł
3.1.8.3 Color: All vendors must supply grey and black shirts and at le: green (Kelly Green, Forest Green, or Irish Green); and
3.1.8.4 Sizes: S-6XL.
3.1.9 Men's Polo Shirt (Big and Tall) Port Authority Silk Touch, TLK500 o
3.1.9.1 Fabric must be a 65\% Polyester / 35\% Cotton Blend;
3.1.9.2 Must be embroidered (3-color maximum) with Marsł
3.1.9.3 Color: All vendors must supply grey and black shirts and at le; green (Kelly Green, Forest Green, or Irish Green); and

### 3.1.9.4 Sizes: LT-6XLT.

3.1.10 Women's Polo Shirt Port Authority Silk Touch, L500 or Equal.
3.1.10.1 Fabric must be a $65 \%$ Polyester / $35 \%$ Cotton Blend;
3.1.10.2 Must be embroidered (3-color maximum) with Marsh
3.1.10.3 Color: All vendors must supply grey and black shirts and at lea green (Kelly Green, Forest Green, or Irish Green); and
3.1.10.4 Sizes: S - 4XL
3.1.11 Men's Long Sleeve Fire Rated Shirts
3.1.11.1 Must be compliant with NFPA 2112 and 70E, CAT 2 and com garment;
3.1.11.2 Must be embroidered (3-color maximum) with Marshall Unive
3.1.11.3 Color: Grey; and
3.1.11.4 Sizes: S - 6XL.
3.1.12 Men's Long Sleeve Core Blend Tee (Regular) Port and Company, PC5
3.1.12.1 Fabric must be a $50 / 50$ Cotton/Polyester Blend;
3.1.12.2 Must be screen-printed on front and back (2-color maximum) ' script;
3.1.12.3 Color: All vendors must supply grey shirts and at least one of (Kelly Green, Forest Green, or Irish Green); and
3.1.12.4 Sizes: $S$ - 6XL
3.1.13 Men's Long Sleeve Core Blend Tee (Big and Tall) Port and Company,
3.1.13.1 Fabric must be a $50 / 50$ Cotton/Polyester Blend;
3.1.13.2 Must be screen-printed on front and back (2-color maximum) ' script;
3.1.13.3 Color: All vendors must supply grey shirts and at least one of $t$ (Kelly Green, Forest Green, or Irish Green); and
3.1.13.4 Sizes: LT - 6XLT
3.1.14 Men's Insulated Coveralls (Regular) Carhartt Yukon Extremes X06 or
3.1.14.1 Fabric must include a Nylon Shell, Nylon Quilted Lining, and
3.1.14.2 Color: Black or Brown; and
3.1.14.3 Sizes: 34 Short - 54 Short;

34 Tall-54 Tall; and
34 Regular - 58 Regular
3.1.15 Women's Insulated Coveralls Carhartt Wildwood \#103382 or Equal.
3.1.15.1 Fabric must be $100 \%$ Cotton with a Nylon Quilted Lining and
3.1.15.2 Color: Black, Green or Brown; and
3.1.15.3 Sizes: 32 - 52 .
3.1.16 Men's Insulated Bibs Carhartt Duck-Zip-to-Waist Biberall \#R38 or Eq
3.1.16.1 Fabric must be $100 \%$ Cotton, with a Nylon Quilted Lining, anc
3.1.16.2 Color: Brown or Black; and
3.1.16.3 Sizes: 32 - 50 .
3.1.17 Women's Insulated Bibs Carhartt Quilt-Line Duck Bib Overall \#1040<
3.1.17.1 Fabric must be $100 \%$ Cotton, with a Nylon Quilted Lining and
3.1.17.2 Color: Brown or Black; and
3.1.17.3 Sizes: XS Short - 2XL Short;

XS Tall-2XL Tall; and S - 2XL.
3.1.18 Men's Non-Insulated Bib Carhartt Duck Zip-to-Thigh Bib Overall \#R?
3.1.18.1 Fabric must be $100 \%$ Cotton;
3.1.18.2 Color: Brown or Black; and
3.1.18.3 Sizes: $30-48$.
3.1.19 Women's Non-Insulated Bibs Crawford Double-Front Bib Overall \#1C
3.1.19.1 Fabric must be a Cotton/Spandex Blend
3.1.19.2 Color: Brown or Black; and
3.1.19.3 Sizes: XS Short - 2XL Short;

XS Tall-2XL Tall; and S-2XL.
3.1.20 Men's Flannel Lined Work Coat Carhartt Duck Quilted Flannel Line $f$
3.1.20.1 Fabric must be $100 \%$ Cotton;
3.1.20.2 Color: Brown or Black; and
3.1.20.3 Sizes: $\mathrm{S}-5 \mathrm{XL}$.
3.1.21 Women's Flannel Lined Work Coat Sandstone Quilted Flannel Active
3.1.21.1 Fabric must be $100 \%$ Cotton;
3.1.21.2 Color: Brown or Black; and
3.1.21.3 Sizes: XS - Plus 3X.

### 3.1.22 Men's Rain Suit Frog Toggs Men's Ultra-Light (2), UL12104 or Equal

3.1.22.1 Fabric must be Polypropylene
3.1.22.2 Color: Green, Grey, Yellow or Black; and
3.1.22.3 Sizes: S - 4XL.

### 3.1.23 High Visibility Vests

3.1.23.1 Fabric must be Polyester Mesh with Reflective Material meetis
3.1.23.2 Color: Safety Yellow; and
3.1.23.3 Sizes: $S$ - 4XL.
3.1.24 The color that the vendor is bidding should be circled on the pricing page.

Please Note: The color should be available through the life of the contract. However, substitution by change order if the color submitted with the bid is discontinued and no longer
3.1.25 The Marshall University Physical Plant Office will furnish successful vendor wit in Adobe Illustrator CS3, ipg, ti \{ or press-ready pdf format. All necessary fonts and ar will be provided to vendor to show proper layout.

## 3.2 <br> Alterations

3.2.1 Standard alterations must be done by the vendor at no additional chang $\epsilon$
3.2.2 Standard alterations must include sleeve length and pant length.
3.3 Order Form
3.3.1 Successful vendor will use a Physical Plant and Memorial Student C
3.4 Samples: If submitting an "or Equal" product per the Vendor's submitted Exhibit "B" Pricing Page, V provide samples of submitted or Equals product. Samples will be sent to the following address unless othei Purchasing. All samples must be Manufacturer/Brand and Item/Model noted, and color specified for comp. specifications.

# Marshall University Office of Purchasing Attn: Angela White Negley Old Main 125 <br> One John Marshall Drive 

Huntington, WV 25755
Vendors must submit samples of all items listed when requested by the Office of Purchasing.

Vendor must deliver samples within five (5) business days and will be responsible for all shipping an

## 4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Departments with a purchase price on all Contr: to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall to
4.2 Pricing Pages: Vendor should complete the attached Pricing Pages. Vendor sl in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volum volume for each item represents the approximate volume of anticipated purche Contract or any individual item is guaranteed or implied. Items listed are estimat evaluation purposes only. Actual quantities may be more or less.

## Unit Price multiplied by Estimated Quantity equals Extended Cost. Addin provides Total Bid Amount.

Vendor should electronically enter the information into the Pricing Pages thro an electronic document. In most cases, the Vendor can request an electronic copy of purposes by sending an email request to the following address: negley4@marshall.e

If unable to respond online, Vendor must submit the Exhibit "B" Pricing Pages in i the scheduled bid opening date and time.
5. ORDERINGANDPAYMENT:
5.1 Ordering: Vendor shall accept orders through regular mail, facsimile, e-mail, or any other written for not required to, accept on- line orders through a secure internet ordering portal/website. If Vendor has the : include in its response a brief description of how Departments may utilize the on-line ordering system. Ver system is properly secured prior to processing Department orders on-line.
5.2 Payment: Vendor shall accept payment in accordance with the payment procedure: of the State of West Virginia.
6. DELIVERY AND RETURN:
6.1 Delivery Time: Vendor shall deliver standard orders within twenty (20) working days after orders a emergency orders within ten (10) working day(s) after orders are received. Vendor shall ship all orders i and shall not hold orders until a minimum delivery quantity is met.
6.2 Delivery Locations: Vendor will be required to deliver orders to the followin

### 6.2.1 Marshall University Physical Plant

327 20 ${ }^{\text {th }}$ Street Physical Plant Huntington, WV 25755
Phone: 304-696-6681

### 6.2.2 Marshall University Memorial Student Center

$16805{ }^{\text {th }}$ Ave
Huntington. WV 25755
Phone Number: 304-696-2528
6.3 Late Delivery: The Department placing the order under this Contract must be notified in writing if orde delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, a third party.

Any Department seeking to obtain items from a third party under this provision must first obtain appı
6.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Departmer cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the delivery. The Department will pay delivery charges on all emergency orders provided that Vendor i: separate charge with the original freight bill attached to the invoice.
6.5 Return of Unacceptable Items: If the Department deems the Contract Items to be unacceptable, the C at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return v items are unacceptable or permit the Department to arrange for the return and reimburse Department for d
expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Departm upon request. All returns of unacceptable items shall be F.O.B. the Vendor's location. The returne the Department shall receive a full credit or refund for the purchase price, at the Department's
6.6 Return Due to Department Error: Items ordered in error by the Department will be returned for credit Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable conditior resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a r the Vendor's customary restocking fee or five (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 cc
7.1.2 Failure to comply with other specifications and requirements contained he
7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the C this Contract.
7.1.4 Failure to remedy deficient performance upon request.
7.2 The following remedies shall be available to Department upon default.
7.2.1 Immediate cancellation of the Contract.
7.2.2 Immediate cancellation of one or more release orders issued under th
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 tc contract modification is approved in accordance with the provisions contained in thi:
8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items beinॄ under this Contract. By signing its bid, Vendor certifies that it can supply the Contract It
8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Department shov quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide repo purchased during the term of this Contract, the quantity purchased for each of those items, and the total val 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 responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must bs to address any customer service or other issues related to this Contract. Vendor should list its Contract mar below.

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

Submission Instructions for Suppliers
Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials: Requested Information

| Name | Type | \# Files | Requirement | Instructions |
| :--- | :--- | :--- | :--- | :--- |
| Request for Bids | File Type: PDF (.pdf) | Multiple | Required |  |


| MU21UNIFORMS BID <br> TABLE (BT- 45MP) | BidTable: Excel (.xlsx) |  |  |  | You will need to fill out the provided <br> Response Template for this BidTable. <br> The Response Template can be <br> downloaded from the project listing <br> on the Bonfire portal. |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Commodity Set |  |  | Required |  |  |
| Commodity Codes | Commodity Code | Title | Description |  |  |



Requested Documents:
Please note the type and number of files allowed. The maximum upload file size is 1000
Please do not embed any documents within your uploaded files, as they will not be accessible or e' Requested BidTables:

The BidTable Response Templates can be obtained at https://marshall.bonfirehub.com/opportunities/29276.
Please note that BidTables may take a significant amount of time to prepare.

## 2. Upload your submission at:

https://marshall.bonfirehub.com/opportunities/29276

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of Jul 23, 2020 3:00 I you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading proce Important Notes:

Each item of Requested Information will only be visible after the Closing Time.
Uploading large documents may take significant time, depending on the size of the file(s) and your Internet c
You will receive an email confirmation receipt with a unique confirmation number once you finalize your sul
Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla F Browser cookies must be enabled.

## Need Help?

Marshall University uses a Bonfire portal for accepting and evaluating proposals digitally. Please cc Support@GoBonfire.com for technical questions related to your submission. You can also visit thei https://bonfirehub.zendesk.com/hc

Exhibit "B" Pricing Page
Marshall University Physical Plant Open-End Uniform Contract

| Item | Item Description | Manufacturer for "or Equal <br> bids" | Manufacturer's Item Number for "or <br> Equal bids" | Sizes | Unit of <br> Measure |
| :--- | :--- | :--- | :--- | :--- | :--- |





Marshall University Physical Plant Open-End U



Marshall University Physical Plant Open-End U

| Item | Item Description | Manufacturer for "or Equal bids" | Manufacturer's Item Number for "or Equal bids" | Sizes | Unit of Measure |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Irish Green |  |  | 5XLT | EA |
|  |  |  |  | 6XLT | EA |
| 3.1.10 | Women's Polo Shirt |  |  | S | EA |
|  | Port Authority Silk Touch, L500 or Equal, with embroidered (3 color max) Marshall Universitv Moon |  |  | M | EA |
|  | Colors: Must supply grey and black shirts and at least one of the following shades of green Please circle the one |  |  | L | EA |
|  | Color: Kelly Green Forrest Green Irish Green |  |  | XL | EA |


|  |  |  |  | 2XL | EA |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | 3XL | EA |
|  |  |  |  | 4XL | EA |
| 3.1.11 | Long Sleeve Fire Rated Shirts |  |  | S | EA |
|  | Must be compliant with NFPA 2112 and 70E, CAT 2. Compliance must be sewn into |  |  | M | EA |
|  | Colors: Please circle the one (1) color below you are bidding. |  |  | L | EA |
|  | Color: Grey |  |  | XL | EA |
|  |  |  |  | 2XL | EA |
|  |  |  |  | 3XL | EA |
|  |  |  |  | 4XL | EA |
|  |  |  |  | 5XL | EA |
|  |  |  |  | 6XL | EA |
| $\sqrt{3.1 .12}$ | Mer's Long Sleeve Core Blend Tee (Regur) |  |  | S | EA |
|  | Port and Company, PC55LST or Equal, with (2 color max) screen-printing on front and |  |  | M | EA |
|  | Colors: Must supply grey and at least one of the following shades Color: Kelly Green Forrest Green Irish Green |  |  | L | EA |
|  |  |  |  | XL | EA |
|  |  |  |  | 2XL | EA |
|  |  |  |  | 3XL | EA |
|  |  |  |  | 4XL | EA |
|  |  |  |  | 5XL | EA |
|  |  |  |  | 6XL | EA |
| 3 | Men's Long Sleeve Core Blend Tee (Big and Tall) |  |  | LT | EA |
|  | Port and Company PC55LST or Equal, with (2 color max) screen-printing on |  |  | XLT | EA |
|  | Colors: Must supply grey at least one of the <br> following shades of green Please circle the one <br> U11 chade of green$\|$ |  |  | 2XLT | EA |
|  |  |  |  | 3XLT | EA |
|  |  |  |  | 4XLT | EA |


|  |  |  | 5XLT | EA |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
|  |  |  |  | 6 XLT | EA |


| Item | Item Description | Manufacturer for "or Equal bids" | Manufacturer's Item Number for "or Equal bids" | Sizes | $\begin{array}{\|l} \hline \begin{array}{l} \text { Unit of } \\ \text { Measure } \end{array} \end{array}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 3.1.14 | Men's Insulated Coveralls (Regular) | BERNIE | I417 | 34 Short | EA |
|  | Carhartt Yukon Extremes X06 or Equal |  |  | ${ }^{34}$ | EA |
|  | Color: Brown or Black |  |  | 34 Tall | EA |
|  |  |  |  | 36 <br> Short | EA |
|  |  |  |  | ${ }^{36}$ | EA |
|  |  |  |  | 36 Tall | EA |
|  |  |  |  | $\begin{gathered} \hline 38 \\ \text { Short } \\ \hline \end{gathered}$ | EA |
|  |  |  |  | ${ }^{38}$ | EA |
|  |  |  |  | 38 Tall | EA |
|  |  |  |  |  | EA |
|  |  |  |  | ${ }^{40}$ | EA |
|  |  |  |  | 40 Tall | EA |
|  |  |  |  | $42$ <br> Short | EA |
|  |  |  |  | ${ }^{42}$ | EA |
|  |  |  |  | 42 Tall | EA |
|  |  |  |  | 44 <br> Short | EA |
|  |  |  |  | ${ }^{44}$ | EA |
|  |  |  |  | 44 Tall | EA |
|  |  |  |  | 46 <br> Short | EA |
|  |  |  |  | 46 | EA |
|  |  |  |  | 46 Tall | EA |
|  |  |  |  | $48$ <br> Short | EA |




|  |  |  |  | 2XL Tall | EA |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 3.1 .18 | Men's Non-Insulated Bib |  |  | ${ }^{30}$ | EA |
|  |  | BERNIE | B1067 |  |  |
|  | Carhartt Duck Zip-to-Thigh Bib Overall \#R37 or Equal |  |  | ${ }^{32}$ | EA |
|  | Color: Brown or Black |  |  | ${ }^{34}$ | EA |
|  |  |  |  | ${ }^{36}$ | EA |
|  |  |  |  | ${ }^{38}$ | EA |
|  |  |  |  | 40 | EA |
|  |  |  |  |  |  |
|  |  |  |  | ${ }^{42}$ | EA |
|  |  |  |  | ${ }^{44}$ | EA |
|  |  |  |  |  |  |
|  |  |  |  | 46 | EA |
|  |  |  |  | ${ }^{48}$ | EA |
|  |  |  |  |  |  |
| 3.1 .19 | Women's Non-Insulated Bibs |  |  | XS | EA |
|  |  | STILL SEARCHING |  | Short |  |
|  | Crawford Double-Front Bib Overall \#102438 or Equal |  |  | XS | EA |
|  | Color: Brown or Black |  |  | XS Tall | EA |
|  |  |  |  | S Short | EA |
|  |  |  |  | S | EA |
|  |  |  |  | S Tall | EA |
|  |  |  |  | $\begin{array}{r} \mathrm{M} \\ \text { Short } \end{array}$ | EA |
|  |  |  |  | M | EA |
|  |  |  |  | M Tall | EA |
|  |  |  |  | L Short | EA |
|  |  |  |  | L Short | EA |
|  |  |  |  | L | EA |
|  |  |  |  |  | EA |
|  |  |  |  | Tall |  |
|  |  |  |  | $\begin{array}{r} \text { XL } \\ \text { Short } \end{array}$ | EA |
|  |  |  |  | XL | EA |
|  |  |  |  |  |  |
|  |  |  |  | XL Tall | EA |




Zoom Bid Opening Information
Angela White Negley is inviting you to a scheduled Zoom meeting.
Join Zoom Meeting
https://marshall.zoom.us/i/95855748364
Meeting ID: 95855748364
One tap mobile
+16468769923,,95855748364\# US (New York) 13017158592,,95855748364\# US
+(Germantown)
Dial by your location
+1 6468769923 US (New York)
+1 3017158592 US (Germantown)
+13126266799 US (Chicago)
+1 6699006833 US (San Jose)
+1 2532158782 US (Tacoma)
+1 3462487799 US (Houston)
Meeting ID: 95855748364
Find your local number: https://marshall.zoom.us/u/abNezlSd6

Join by SIP
95855748364@zoomcrc.com

Join by H. 323 162.255.37.11 (US West)
162.255.36.11 (US East)
115.114.131.7 (India Mumbai)
115.114.115.7 (India Hyderabad)
213.19.144.110 (EMEA)
103.122.166.55 (Australia) 209.9.211.110 (Hong Kong SAR)
64.211.144.160 (Brazil)
69.174.57.160 (Canada)
207.226.132.110 (Japan)

Meeting ID: 95855748364

## Join by Skype for Business <br> https://marshall.zoom.us/skype/95855748364

## WV-10

Approved / Revised
06/08/18

## State of West Virginia

## VENDOR PREFERENCE CERTIFI

Certification and application is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not ar West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if apl 1. Application is made for $2.5 \%$ vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immedia certification; or,
Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidd meets the applicable four year residency requirement; or,
Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state resident: headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding 1 2. Application is made for $2.5 \%$ vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least $75 \%$ of the employees work residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission o
3. Application is made for $2.5 \%$ vendor preference for the reason checked:

Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has a maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuousl project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employє who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. Application is made for $5 \%$ vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for $3.5 \%$ vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Gual Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for $3.5 \%$ vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for pu distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the en average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accor- dance $v$

## 59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- $\varepsilon$
8. Application is made for reciprocal preference.

Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.
Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a amount not to exceed $5 \%$ of the bid amount and that such penalty will be paid to the contracting agency or deducted from at or purchase order.
By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required busint information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be cr Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if certificate changes during the term of the contract, Bidder will notify the Purchas-
ing Division in writing immediately.


Bidder: Spenser Lindsey
Date: 7/23/2020

Signed: Spenser Lindsey Title: Catalog Manager
*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.
STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT
CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the s obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

## DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other as due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties :
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully me compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreemer Commissioner and remains in compliance with the obligations under the repayment agreement.
"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which th ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of th consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five 1

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

WITNESS THE FOLLOWING SIGNATURE:
Vendor's Name:
Authorized Signature: Date: $\qquad$
State of $\qquad$
County of $\qquad$ to-wit:
Taken, subscribed, and sworn to before me this $\qquad$ day of $\qquad$ , 20 $\qquad$ ـ. My Commission expires

otal
30 calendar days unless a different period 2red, at the price set opposite each item,

## Terms

606-325-3777
ached in their entirety. These on of a Vendor's bid. All bids must be may result in disqualification of a
ds "must," "will," and "shall" which in bid disqualification.
nd time:
rre to attend the mandatory pre--bid meeting may represent more lent attendance verification. The on attending the pre-bid meeting senting.
imber, and fax number on the attendance Failure to complete the attendance sheet
$t$ prior to the end of the pre-bid will be
eting will be discussed at the lary in nature and are nono the Solicitation prior to bid
iversity Office of Purchasing as directed I to the address listed below to be propriate. Non-written discussions,
binding, including verbal $n$ by an official written addendum by the

Vendor to the Marshall University by the Office of Purchasing staff is in the rept bids, modification of bids, or $e^{\mathrm{TM}}$, hand delivery, or delivery by
isted
itract

1 the date and time listed below. Delivery
, a bid is considered delivered when vered via mail or courier and time ime stamped
/96634236249
sial addendum issued by the University. ıwledgment Form, a copy of which is ledgement should be submitted with the
its written bid to prevent errors qualification.
)f quality only and is not intended to $2 l$ or brand provided that the alternate is bid shall be determined by the : items in its bid and should include ןuality of the alternate items. Failure
rasis of a contractual agreement.
s to, clarifications of, or modifications

No. FA-9 Purchasing Policy, ion, bid, evaluation or award periods, chasing approval for such

West Virginia Purchasing Division and
naintenance equipment and machinery
d, must specifically identify the
requested preference. A request form to sndor Preference is not applicable to
or commodities and printing in resident vendor, non-resident vendors dding against them in West Virginia. A
vertised for bid, in accordance with West

3R § 148-22-9 shall be provided the same is must identify itself as such in writing, 48-22-9 prior to contract award to ıority owned business shall be applied in
gularities in bids or specifications in
e accessed and viewed by the University red at the time of the bid opening (such herefore unacceptable. A Vendor will file viewable if those documents are to allow the University to print or he password or removing the access

Responsible in accordance with Marshall is that the Vendor submitting the bid ice.
'esponsive in accordance with Marshall is that the Vendor submitting the bid
r in part in accordance with
the resulting Contract are public the contract, as required by the st seq., $\S 5 \mathrm{G}-1-1$ et seq., and the West

DE SECRET (S), OR OTHERWISE
of Purchasing constitutes your
The University may disclose
1 any other claim against public
22-1 et seq. and subject to W. Va.
ebt to the State or political subdivision of y Office of Purchasing affirming under
he Marshall University Office of it $\$ 1$ million. That disclosure must occur cluded with this solicitation or can be national or international stock exchange.
er information with the bid, and a vendor g and prior to contract award pursuant to Policy No. FA-9 Purchasing Policy.
ct) made by and between Marshall bound by and accept the terms and minate over any competing terms made a 2AL TERMS AND CONDITIONS,
low. Additional definitions may be und Marshall University's Office of : University.
ion functions as authorized by the Chief
:, oversee and direct the purchasing
ods and/or services requested in the
cation Facilities Act of 1963, as
and its personnel.
under contract by a banking institution,
all respects to perform contract
jid which conforms in all material
ts or divisions as context requires.
m , the entity that has been selected as the requirement imposed is mandatory, as
se determined in accordance with
: Any request for renewal should be : renewal term. A Contract renewal shall
of the Contract is
litial term or automatically ontinued only upon mutual
ney do not
is prohibited. Renewals must be
to proceed
eipt of the
ə multiple renewal periods do not exceed
locument until all the goods an one fiscal year.
proceed unless otherwise instructed by I.
e with the category that has been
jy the University. It is understood and $r$ more or less than the quantities shown.
cations included herewith.
nore clearly defined in the specifications
ications included herewith. Once those te change order approved by the

Itory contract (the University's Office of rodities and services that are needed on a en market if for immediate or expedited
$\geq$ of work, provided that a required
lor as specified below. submitting a bid on a construction State of West Virginia. The bid bond
int of $100 \%$ of the contract. The ontract award.
aterial payment bond in the amount of ty Office of Purchasing Office prior to
jvering the roofing system. The prior to Contract award.
I entitled Licensing, of the General Terms or to Contract award, in a form
t award regardless whether that
t award. Subsequent to contract award, zd herein has been continued. Vendor limited to, policy cancelation, policy $f$ the contract. The Vendor shall also insurance requirement is listed in this
leleted.
regate of
per occurrence and an
, , ations as is undertaken by Vendor in llectual property, including but not eft, damage to or destruction of id network security. The policy shall oring expenses with limits sufficient to
y to workers compensation, shall maintain equest.
ity's right to pursue any other available
y that cannot be unilaterally withdrawn, service, unless otherwise indicated,
ıg suit against the Vendor or any
, unless specified elsewhere within this horization in the Solicitation to do so, rrice to the University and invoice at the nvoice, detailing the goods/services
licenses, subscriptions, or maintenance
of all orders under this Contract unless
ll goods and services for the reason(s)
not either expressly included in the unit ; be paid after the contract has been 1 any American Institute of Architects ion fee, pay liquidated damages if the non-funding, costs of collection, court $\geq$ imposing and interest or charges due to
urt costs, or attorney's fees,
'legal risks associated with this Contract,
is deleted.
ract and the transactions contemplated sity will, upon request, provide a tax-
appropriated by the WV Legislature or Contract becomes of no effect and is :rnative source of funding has been ed an event of default.
it immediately upon written notice to the re University may also cancel any the University agrees to pay the Vendor re delete that seek to require the State to if the Contract is terminated early.
t Officer may cancel the contract h the Marshall University Board
deleted.

Refusal is hereby deleted.
ly arbitration board, commission,
any state other than the State of versity shall be brought in the ${ }^{\prime}$ est Virginia Court authorized by
stitution or laws of State of West
tract.
ssly and knowingly agrees
it to its choice of law principles. Any s the West Virginia Constitution, W. Va. anguage requiring the application of the act shall be governed by the laws of the
laws, regulations and ordinances. By regulations, and ordinances. Vendor y too are required to comply with all
id, or in any American Institute of
, modification of the Contract
nges to the Contract shall be by l.
jvision of the Contract, or to exercise any :h term, provision, option, right, or ed by the waiving party.
juent terms and conditions which may i, sales agreements, or maintenance is not constitute acceptance of the terms
y be assigned by the Vendor
ly be required to approve such
tten consent, which will not be ate agency, board or commission ts made by the State. Any assignment, and the State and
onform to the specifications, drawings, tended; and (c) be free from defect in
rectly or indirectly, any such personally is the subject of the information res, and rules.
on-disclosure of the terms and conditions on Act ("FOIA") (W.Va. Code §29B-1the vendor at the University's sole
: only effective to the extent they igned non-disclosure agreement.
ting Contract are public documents. As is required by the competitive bidding

E SECRET(S), OR IS OTHERWISE
$r$ explicit consent to the subsequent
; and requirements by any state or local irginia Tax Department, West Virginia ıvide all necessary releases to obtain s.

University, the Vendor agrees to convey, after acquire under the antitrust laws of e particular commodities or services University tenders the initial payment to
dor represents that none of the d-party software conflict with any term of subordinate to this Addendum. The $s$ and conditions are not in accord with,
deleted. However, the State does
or offer was made without prior ir entity submitting a bid or offer for the fraud; (3) that the Contract is accepted
ty; understands the requirements, ffer also affirms that neither it nor ild compromise the performance versity. The individual signing te this bid or offer or any a contractual relationship; and encies as required.
endent contractor and no principal-agent zndent contractor is solely liable for the ating any and all individuals employed ctors of the Vendor, shall be deemed to employees and contractors for all wages contributions to insurance and pension, gations, licensing fees, etc. and the filing , and shall provide the State and ngs, contributions, taxes, Social Security
, their officers, and employees from and g services, materials, or supplies in r damaged by the Vendor, its officers, sition of any data used under the re of the Vendor, its officers, employees,
; prohibited from awarding a contract to , and submit the Purchasing Affidavit to n owed to the state or a political

Jrug-Free Workplace Act requires public
This act is applicable to any
it to contract for which the value of jid to a contractor unless the terms of the
$y$ and the contractor and its intain a valid drug-free workplace
contracts, that has/have an actual or of Interested Parties to the applicable
an interest, direct or indirect, which If its officers, members and employees to tail to the University.

NT (IT) FEES: If a vendor requires - Rate Schedule which is located
ng goods or services to the
lications Department. Requests should
roperty rights created in the performance ry for the University to perfect such lectual property rights will be governed ntractors.
ent that Vendor receives personally
; on re-disclosure set forth in which
ay use the information, but only for the
elow:
;ed, agencies utilizing the contract, total
niversity.
?ursuant to W.Va. Code §5A-3-56, (a)(1)
steel products for a state contract project sction may be subject to civil penalties
nent to any building or structure, other equipment, or the supply of any : after the effective date of this section on
imilarly processed, or processed by a sessemer or other steel making process. Department of Administration, lcts if:
o the project; or
States in sufficient quantity or otherwise
istruction, reconstruction, alteration, e used at sites of public works contain a :ontract, only domestic aluminum, glass ter the receipt of offers or bids, that the nestic aluminum, glass or steel products
and with regard to steel only, this $g$ more than ten thousand pounds
is more than twenty percent lomestic aluminum, glass or y the United States Department of st is more than thirty percent
the item is a single unit of vorks contract and has the sole pply to equipment or machinery ks project.
prices including foreign
ision may be reduced to a price plus the applicable preference. If bids or offers, including the tor and the initial point of contact for
$\qquad$
E, I certify that I have reviewed this ned herein; that this bid, offer or cvice proposed meets the mandatory ndor accepts the terms and conditions eview and consideration; that I am o on Vendor's behalf; that I am 11 properly register with the WV
$\qquad$

Student Center Open-End Uniform
eting this addendum
Failure to acknowledge addenda
s to my proposal, plans and/or
id. I further understand that any 'endor's representatives and any e specifications by an official

Additional definitions can be found
intained in Bonfire ${ }^{\mathrm{TM}}$ or attached

Iniversity with goods or services.
t, including any optional renewal provide the Department with written
tion and will require issuance of an
with the Contract Items listed ory requirements as shown below.
ckets;

Blend Regular, PC55P, or Equal.
n) with Marshall University logo the following shades of green

Zore Blend Regular, PC55P, or
with Marshall University logo or the following shades of green
rts Core Blend Regular, PC55, or
with Marshall University logo or the following shades of green

こ Shirts Core Blend Regular,
with Marshall University logo or the following shades of green

1all University logo;
ast one of the following shades of
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# ng ANSI Class 2 requirements. 

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h PC format computerized files on cdrom twork will also be included. A sample

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d return costs.
act Items. The Contract shall be awarded tal cost as shown on the Pricing Pages.
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1e. The estimated purchase ises only. No future use of the es only and will be used for bid

## g up Extended Cost column

ugh Bonfire ${ }^{\text {TM }}$, if available, or as 'the Pricing Pages for bid
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re received. Vendor shall deliver
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rs will be delayed for any reason. Any and/or obtaining the items ordered from a
oval of the Office of Purchasing.
tt's location. Vendor shall include the Department separately for such nvoices those delivery costs as a
ontract Items shall be returned to Vendor vithin five (5) days of being notified that elivery
lent with appropriate return packaging d product shall either be replaced, or discretion.
$t$ within thirty (30) days of receipt, F.O.B.

1. Items shall be deemed to be in a
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pg. 1 of 6

| Unit Price | Estimated <br> Annual Use | Extended Price |  |  |  |  |  |
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| Unit Price | Estimated Annual Use | Extended Price |  |  |  |  |  |  |  |
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pg. 3 of 6

| Unit Price | Estimated <br> Annual Use | Extended Price |  |  |  |  |  |  |
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| Item 3.1 Women's | rtt 10273 | , Ori | al Fit Blaine Jeans or Equal |  |  |  |
| Not Bidding | No Bid | \#1-1 | Women's Carhartt 102731, Original Fit Blaine Jeans or Equal SIZE 4 | 10 |  |  |
| Not Bidding | No Bid | \#1-2 | Women's Carhartt 102731, Original Fit Blaine Jeans or Equal SIZE 6 | 5 |  | - |
| Not Bidding | No Bid | \#1-3 | Women's Carhartt 102731, Original Fit Blaine Jeans or Equal SIZE 8 | 5 |  | - |
| Not Bidding | No Bid | \#1-4 | Women's Carhartt 102731, Original Fit Blaine Jeans or Equal SIZE 10 | 5 |  | - |
| Not Bidding | No Bid | \#1-5 | Women's Carhartt 102731, Original Fit Blaine Jeans or Equal SIZE 16 | 10 |  | - |
| Not Bidding | No Bid | \#1-6 | Women's Carhartt 102731, Original Fit Blaine Jeans or Equal SIZE 18 | 10 |  | - |

item 3.2 Men's Carhartt B13, Loose Fit Work Jean or Equal Color: Dark Blue Stonewashed

| Not Bidding | No Bid | \#2-1 | Men's Carhartt B13, Loose Fit Work Jean or Equal Color: Dark Blue Stonewashed SIZE 28 | 5 |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Not Bidar | No Bid | \#2-2 | Men's Carhartt B13, Loose Fit Work Jean or Equa Color: Dark Blue Stonewashed SIZE 30 | 45 |  |
| Not Bid | No Bid | \#2-3 | Men's Carhartt B13, Loose Fit Work Jean or Equal Color: Dark Blue Stonewashed SIZE 32 | 15 |  |
| Not Bi | No Bid | \#2.4 | Men's Carhartt B13, Loose Fit Work Jean or Equal Color: Dark Blue Stonewashed SIZE 34 | 35 |  |
| Not Bid | No Bid | \#2.5 | Men's Carhartt B13, Loose Fit Work Jean or Equal Color: Dark Blue Stonewashed SIZE 36 | 80 |  |
| Not Eidd | No Bid | *2-6 | Men's Carhartt B13, Loose Fit Work Jean or Equal Color: Dark Blue Stonewashed SIZE 38 | 40 |  |
| Not Bidding | No Bid | \#2-7 | Men's Carhartt B13, Loose Fit Work Jean or Equal Color: Dark Blue Stonewashed SIZE 40 | ${ }^{35}$ |  |
| Not Bidding | Bid | \#2-8 | Men's Carhartt B13, Loose Fit Work Jean or Equal Color: Dark Blue Stonewashed SIZE 42 | ${ }^{25}$ | - |
| Not Bidding | No Bid | \#2.9 | Men's Carhartt B13, Loose Fit Work Jean or Equal Color: Dark Blue Stonewashed SIZE 44 | 5 | - |

item 3.3 Men's Carhartt B17, Relaxed fit Tapered jean or Equal: Dark Blue Stonewashed
Not Bidding

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\begin{array}{|c|c|c|}
\hline \text { No Bid } & \# 3-1 & \begin{array}{c}
\text { Men's Carhartt B17, Relaxed fit Tapered jean or } \\
\text { Equal: Dark Blue Stonewashed SIZE 28 }
\end{array} \\
\hline \text { No Bid } & \text { \#3-2 } & \begin{array}{c}
\text { Men's Carhartt B17, Relaxed fit Tapered jean or } \\
\text { Equal: Dark Blue Stonewashed SIZE 30 }
\end{array} \\
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item 3.4 Pocket Tee Shirt (Regular) Port and Company Pocket Tee Shirts, Core Blend Regular, PC55P, or Equal, with (2 color max) screen-printing on front and back

| Not Bidding | No Bid | \#4-1 | Pocket Tee Shirt (Regular) Port and Company Pocket Tee Shirts, Core Blend Regular, PC55P, or Equal, with ( 2 color max) screen-printing on front and back SIZE SMALL (S) | 20 |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Not Bidding | No Bid | \#4.2 | Pocket Tee Shirt (Regular) Port and Company Pocket Tee Shirts, Core Blend Regular, PC55P, or Equal, with ( 2 color max) screen-printing on front and back SIZE MEDIUM ( $M$ ) | 40 |  |
| Not Bidding | No Bid | \#4-3 | Pocket Tee Shirt (Regular) Port and Company Pocket Tee Shirts, Core Blend Regular, PC55P, or Equal, with ( 2 color max) screen-printing on front and back SIZE LARGE (L) | 50 |  |
| Not Bidding | No Bid | \#4.4 | Pocket Tee Shirt (Regular) Port and Company Pocket Tee Shirts, Core Blend Regular, PC55P, or Equal, with ( 2 color max) screen-printing on front and back SIZE EXTRA LARGE (XL) | 60 |  |
| Not Bidaing | No Bid | \#4.5 | Pocket Tee Shirt (Regular) Port and Company Pocket Tee Shirts, Core Blend Regular, PC55P, or Equal, with ( 2 color max) screen-printing on front and back SIZE 2XL | 70 |  |
| Not Bidaing | No Bid | \#4.6 | Pocket Tee Shirt (Regular) Port and Company Pocket Tee Shirts, Core Blend Regular, PC55P, or Equal, with ( 2 color max) screen-printing on front and back SIZE 3XL | 40 |  |
| Not Bidding | No Bid | \#4.7 | Pocket Tee Shirt (Regular) Port and Company Pocket Tee Shirts, Core Blend Regular, PC55P, or Equal, with ( 2 color max) screen-printing on front and back SIZE 4XL | 5 |  |
| Not Bidding | No Bid | \#4.8 | Pocket Tee Shirt (Regular) Port and Company Pocket Tee Shirts, Core Blend Regular, PC55P, or Equal, with ( 2 color max) screen-printing on front and back SIZE 5XL | 5 | - |
| Not Bidding | No Bid | \#4-9 | Pocket Tee Shirt (Regular) Port and Company Pocket Tee Shirts, Core Blend Regular, PC55P, or Equal, with ( 2 color max) screen-printing on front and back SIZE 6XL | 5 | - |

item 3.5 Pocket Tee Shirt (Big \& Tall) Port and Company Core Blend Pocket Tee Shirts Tall Fit PC55PT or Equal, with (2 color max) screen-printing on front and back | Not Bidding | No Bid | \#5-1 | $\begin{array}{l}\text { Pocket Tee Shirt (Big \& Tall) Port and Company } \\ \text { Core Blend Pocket Tee Shirst Tall Fit PC55PT or } \\ \text { Equal, with (2 color max) screen-printing on front } \\ \text { and back SIZE LT }\end{array}$ | 20 |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Not Bidding | No Bid | \#5-2 | $\begin{array}{l}\text { Pocket Tee Shirt (Big \& Tall) Port and Company } \\ \text { Core Blend Pocket Tee Shirs Tall Fit PC55PT or } \\ \text { Equal, with (2 color max) screen-printing on front } \\ \text { and back SIZE XLT }\end{array}$ | 40 |  |



item 3.6 No Pocket Tee Shirts (Regular) Port and Company No Pocket Tee Shirts Core Blend Regular, PC55, or Equal, with (2 color max) screen-printing on front and back |  |  |  |  |  |
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| Not Bidding | No Bid | \#9-7 | Men's Polo Shirt (Big \& Tall) Port Authority Silk Touch, TLK500, or Equal, with embroidered (3 color max) Marshall University logo SIZE 6XLT | 1 | - |
| :---: | :---: | :---: | :---: | :---: | :---: |
| item 3.10 Women's Polo Shirt Port Authority Silk Touch, L500 or Equal, with embroidered (3 color max) Marshall University logo |  |  |  |  |  |
| Not Bidding | No Bid | \#10-1 | Women's Polo Shirt Port Authority Silk Touch, L500 or Equal, with embroidered ( 3 color max) Marshall University logo SIZE S | 1 | - |
| Not Bidding | No Bid | \#10-2 | Women's Polo Shirt Port Authority Silk Touch, L500 or Equal, with embroidered (3 color max) Marshall University logo SIZE M | 1 | - |
| Not Bidding | No Bid | \#10-3 | Women's Polo Shirt Port Authority Silk Touch, L500 or Equal, with embroidered (3 color max) Marshall University logo SIZE L | 1 | - |
| Not Bidding | No Bid | \#10-4 | Women's Polo Shirt Port Authority Silk Touch, L500 or Equal, with embroidered (3 color max) Marshall University logo SIZE XL | 5 | - |
| Not Bidding | No Bid | \#10-5 | Women's Polo Shirt Port Authority Silk Touch, L500 or Equal, with embroidered ( 3 color max) Marshall University logo SIZE 2XL | 5 | - |
| Not Bidding | No Bid | \#10-6 | Women's Polo Shirt Port Authority Silk Touch, L500 or Equal, with embroidered ( 3 color max) Marshall University logo SIZE 3XL | 1 | - |
| Not Bidding | No Bid | \#10-7 | Women's Polo Shirt Port Authority Silk Touch, L500 or Equal, with embroidered ( 3 color max) Marshall University logo SIZE 4XL | 1 | - |
| item 3.11 Long Sleeve Fire Rated Shirts Must be compliant with NFPA 2112 and 70E, CAT 2. Compliance must be sewn into garment. Must be embroidered (3 color max) with Marshall University logo |  |  |  |  |  |
| Not Bidding | No Bid | \#11-1 | Long Sleeve Fire Rated Shirts Must be compliant with NFPA 2112 and 70E, CAT 2. Compliance must be sewn into garment. Must be embroidered (3 color max) with Marshall University logo SIZE S | 3 | - |
| Not Bidding | No Bid | \#11-2 | Long Sleeve Fire Rated Shirts Must be compliant with NFPA 2112 and 70E, CAT 2. Compliance must be sewn into garment. Must be embroidered (3 color max) with Marshall University logo SIZE M | 4 | - |
| Not Bidding | No Bid | \#11-3 | Long Sleeve Fire Rated Shirts Must be compliant with NFPA 2112 and 70E, CAT 2. Compliance must be sewn into garment. Must be embroidered (3 color max) with Marshall University logo SIZE L | 5 | - |


item 3.12 Men's Long Sleeve Core Blend Tee (Regular) Port and Company, PC55LST or Equal, with (2 color max) screen-printing on front and back


item 3．13 Men＇s Long Sleeve Core Blend Tee（Big and Tall）Port and Company PC55LST or Equal，with（2 color max）screen－printing on front and back

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item 3.15 Women's Insulated Coveralls Carhartt Wildwood \#103382

| Not Bidding | No Bid | \#15-1 | Women's Insulated Coveralls Carhartt Wildwood \#103382 SIZE 32 | 1 | - |
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| Not Bidding | No Bid | \#15-2 | Women's Insulated Coveralls Carhartt Wildwood \#103382 SIZE 34 | 1 | - |
| Not Bidding | No Bid | \#15-3 | Women's Insulated Coveralls Carhartt Wildwood \#103382 SIZE 36 | 1 | - |
| Not Bidding | No Bid | \#15-4 | Women's Insulated Coveralls Carhartt Wildwood \#103382 SIZE 38 | 1 | - |
| Not Bidding | No Bid | \#15-5 | Women's Insulated Coveralls Carhartt Wildwood \#103382 SIZE 40 | 1 | - |
| Not Bidding | No Bid | \#15-6 | Women's Insulated Coveralls Carhartt Wildwood \#103382 SIZE 42 | 1 | - |
| Not Bidding | No Bid | \#15-7 | Women's Insulated Coveralls Carhartt Wildwood \#103382 SIZE 44 | 1 | - |
| Not Bidding | No Bid | \#15-8 | Women's Insulated Coveralls Carhartt Wildwood \#103382 SIZE 46 | 1 | - |
| Not Bidding | No Bid | \#15-9 | Women's Insulated Coveralls Carhartt Wildwood \#103382 SIZE 48 | 1 | - |
| Not Bidding | No Bid | \#15-10 | Women's Insulated Coveralls Carhartt Wildwood \#103382 SIZE 50 | 1 | - |
| Not Bidding | No Bid | \#15-11 | Women's Insulated Coveralls Carhartt Wildwood \#103382 SIZE 52 | 1 | - |

item 3.16 Men's Insulated Bibs Carhartt Duck-Zip-to-Waist Biberall \#R38

| Not Bidding | No Bid | \#16-1 | Men's Insulated Bibs Carhartt Duck-Zip-to-Waist <br> Biberall \#R38 or Equal SIZE 32 | 1 |  |
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| Not Bidding | No Bid | \#16-2 | Men's Insulated Bibs Carhartt Duck-Zip-to-Waist <br> Biberall \#R38 or Equal SIZE 34 | 1 |  |
| Not Bidding | No Bid | \#16-3 | Men's Insulated Bibs Carhartt Duck-Zip-to-Waist <br> Biberall \#R38 or Equal SIZE 36 | 1 |  |
| Not Bidding | No Bid | \#16-4 | Men's Insulated Bibs Carhartt Duck-Zip-to-Waist <br> Biberall \#R38 or Equal SIZE 38 | 1 |  |


item 3.17 Women's Insulated Bibs Carhartt Quilt-Line Duck Bib Overall \#104049 or Equal

| No Bid | \#17-1 | $\begin{array}{c}\text { Women's Insulated Bibs Carhartt Quilt-Line Duck } \\ \text { Bib Overall \#104049 or Equal SIZE XS SHORT }\end{array}$ |
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| No Bid | \#17-2 | $\begin{array}{c}\text { Women's Insulated Bibs Carhartt Quilt-Line Duck } \\ \text { Bib Overall \#104049 or Equal SIZE XS }\end{array}$ |
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| No Bid | \#17-3 Women's Insulated Bibs Carhartt Quilt-Line Duck |
| :--- | :--- |
| Bib Overall $\# 104049$ or Equal SIZE XS TALL |  |

No Bid $\quad$ \#17-4 $\begin{gathered}\text { Women's Insulated Bibs Carhart Quilt-Line Duck } \\ \text { Bib Overall \#104049 or Equal SIZE S SHORT }\end{gathered}$
$\square$
No Bid
Women's Insulated Bibs Carhart Quilt-Line Duck
Bib Overall \#104049 or Equal SIZE S TALL

| No Bid | \#17-7 | $\begin{array}{c}\text { Women's Insulated Bibs Carhartt Quilt-Line Duck } \\ \text { Bib Overall \#104049 or Equal SIZE M SHORT }\end{array}$ |
| :--- | :---: | :---: |


| No Bid | \#17-8 | $\begin{array}{c}\text { Women's Insulated Bibs Carhartt Quilt-Line Duck } \\ \text { Bib Overall \#104049 or Equal SIZE M }\end{array}$ |
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| No Bid | \#17-9 $\quad \begin{array}{c}\text { Women's Insulated Bibs Carhartt Quilt-Line Duck } \\ \text { Bib Overall \#104049 or Equal SIZE M TALL }\end{array}$ |
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| No Bid | \#17-10 | $\begin{array}{c}\text { Women's Insulated Bibs Carhartt Quilt-Line Duck } \\ \text { Bib Overall \#104049 or Equal SIZE L SHORT }\end{array}$ |
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\section*{No <br> | No Bid | \#17-5 | $\begin{array}{c}\text { Women's Insulated Bibs Carhartt Quilt-Line Duck } \\ \text { Bib Overall \#104049 or Equal SIZE S }\end{array}$ |
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item 3．19 Women＇s Non－Insulated Bibs Crawford Double－Front Bib Overall \＃102438 or Equal

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