

State of West Virginia **Solicitation Response**

Proc Folder: 1178119

Solicitation Description: Inmate Supplies - Footwear, Hygiene, and Miscellaneous

Proc Type: Agency Master Agreement

Solicitation Response Solicitation Closes Version 2023-03-09 14:00 SR 0608 ESR03092300000004169 1

VENDOR

VS0000041296

JONAH'S ENTERPRISES INC

Solicitation Number: ARFQ 0608 DCR2300000141

Total Bid: 298040 **Response Date:** Response Time: 2023-03-09 11:44:51

Comments:

FOR INFORMATION CONTACT THE BUYER

Thomas P Hymes 304-558-2350 thomas.p.hymes@wv.gov

Vendor

FEIN# DATE Signature X

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

Date Printed: Mar 10, 2023 FORM ID: WV-PRC-SR-001 2020/05 Page: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Eligible Item #1 - Footwear - Athletic, Slip-on and Boots	1.00000	LS	30110.000000	30110.00

Comm Code	Manufacturer	Specification	Model #	
53110000				

Commodity Line Comments:

Extended Description:

See specifications and Exhibit - A price page for details

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Eligible Item #2 - Hygiene - Hair Care	1.00000	LS	10536.000000	10536.00

Comm Code	Manufacturer	Specification	Model #	
53130000				

Commodity Line Comments:

Extended Description:

See specifications and Exhibit - A price page for details

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Eligible Item #3 - Hygiene - Soap and Body Wash	1.00000	LS	4694.000000	4694.00

Comm Code	Manufacturer	Specification	Model #	
53130000				

Commodity Line Comments:

Extended Description:

See specifications and Exhibit - A price page for details

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Eligible Item #4 - Hygiene - Dental Care	1.00000	LS	15577.500000	15577.50

Comm Code	Manufacturer	Specification	Model #	
53130000				

Commodity Line Comments:

Extended Description:

See specifications and Exhibit - A price page for details

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Eligible Item #5 - Hygiene - Men and Womens Deodorants	1.00000	LS	16336.000000	16336.00

Comm Code	Manufacturer	Specification	Model #	
53130000				

Commodity Line Comments:

Extended Description:

See specifications and Exhibit - A price page for details

 Date Printed:
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Eligible Item #6 - Hygiene - Feminine Products	1.00000	LS	5424.500000	5424.50

Comm Code	Manufacturer	Specification	Model #	
53130000				

Commodity Line Comments:

Extended Description:

See specifications and Exhibit - A price page for details

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Eligible Item #7 - Hygiene - Shaving Products	1.00000	LS	24470.000000	24470.00

Comm Code	Manufacturer	Specification	Model #	
53130000				

Commodity Line Comments:

Extended Description:

See specifications and Exhibit - A price page for details

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Eligible Item #8 - Hygiene - Toiletries	1.00000	LS	6390.000000	6390.00

Comm Code	Manufacturer	Specification	Model #	
53130000				

Commodity Line Comments:

Extended Description:

See specifications and Exhibit - A price page for details

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Eligible Item #9 - Clothing - Mens Briefs	1.00000	LS	11165.500000	11165.50

Comm Code	Manufacturer	Specification	Model #	
53100000				

Commodity Line Comments:

Extended Description:

See specifications and Exhibit - A price page for details

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Eligible Item #10 - Clothing-Womens Underpants & Sports Bras	1.00000	LS	6586.500000	6586.50

Comm Code	Manufacturer	Specification	Model #	
53100000				

Commodity Line Comments:

Extended Description:

See specifications and Exhibit - A price page for details

 Date Printed:
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 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Eligible Item #11 - Miscellaneous Clothing	1.00000	LS	127755.500000	127755.50

Comm Code	Manufacturer	Specification	Model #	
53100000				

Commodity Line Comments:

Extended Description:

See specifications and Exhibit - A price page for details

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Eligible Item #12 - Miscellaneous Items	1.00000	LS	38994.500000	38994.50

Comm Code	Manufacturer	Specification	Model #	
53100000				

Commodity Line Comments:

Extended Description:

See specifications and Exhibit - A price page for details

 Date Printed:
 Mar 10, 2023
 Page: 4
 FORM ID: WV-PRC-SR-001 2020/05

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Eligible Item Number	Description	Unit of Measure	Quantity Per- Case (if applicable)	Estimated Quantity	Item Unit Price	Item Total Cost
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3.1.1	ELIGIBLE ITEM #1 - FOOTWEAR - ATHLETIC, SLIP-ON SHOES AND BOOTS					
3.1.1.1	Men's Leather Velcro Athletic Shoe (Size 5 – 16)	Pair		50.0000	\$27.00	\$ 1,350.0000
3.1.1.2	Women's Leather Velcro Athletic Shoe (Size 4 -11)	Pair		50.0000	\$27.00	\$ 1,350.0000
3.1.1.3	Men's Leather Lace-Up Athletic Shoe (Size 5 -16)	Pair		50.0000	\$32.40	\$ 1,620.0000
3.1.1.4	Women's Leather Lace-Up Athletic Shoe (Size 4 - 11)	Pair		50.0000	\$32.40	\$ 1,620.0000
3.1.1.5	Men's Canvas Lace-Up Athletic Shoe (Size 5 -15)	Pair		50.0000	\$29.70	\$ 1,485.0000
3.1.1.6	Women's Canvas Lace-Up Athletic Shoe (Size 4 - 12)	Pair		50.0000	\$28.35	\$ 1,417.5000
3.1.1.7	Men's Canvas Slip On Shoe (Size 5 -15)	Pair		50.0000	\$30.38	\$ 1,519.0000
3.1.1.8	Women's Canvas slip on Shoe (Size 4 - 12)	Pair		50.0000	\$29.70	\$ 1,485.0000
3.1.1.9	Men's 6" Work Boot (Size 5-16)	Pair		50.0000	\$47.25	\$ 2,362.5000
3.1.1.10	Women's 6" Work Boot (Size 4-13)	Pair		50.0000	\$43.20	\$ 2,160.0000
3.1.1.11	Men's Servus CT Boot (Size 5-15)	Pair		50.0000	\$29.63	\$ 1,481.5000
3.1.1.12	Women's Servus CT Boot (Size 5-13)	Pair		50.0000	\$29.63	\$ 1,481.5000
3.1.1.13	Rubber Knee Boot (Size 4-15)	Pair		50.0000	\$46.62	\$ 2,331.0000
3.1.1.14	EVA Clogs (Size 5-15)	Dozen		50.0000	\$101.25	\$ 5,062.5000
3.1.1.15	Versatile PVC Sandal (Sizes small - 3XL)	Pair		50.0000	\$9.05	\$ 452.5000
3.1.1.16	V – Strap Flip Flop Men's	Dozen		50.0000	\$22.03	\$ 1,101.5000
3.1.1.17	V – Strap Flip Flop Women's	Dozen		50.0000	\$36.61	\$ 1,830.5000
						\$ 30,110.0000
3.1.2	ELIGIBLE ITEM #2 - HYGIENE - HAIR CARE					
3.1.2.2	Comb – 5" inch	Case		50.0000	\$13.45	\$ 672.5000
3.1.2.3	Comb – 7" inch	Case		50.0000	\$9.61	\$ 480.5000
3.1.2.4	Club palm Brush – 4" inch	Case		50.0000	\$12.14	\$ 607.0000
3.1.2.5	Lice Control Shampoo	Case		50.0000	\$13.49	\$ 674.5000
3.1.2.6	All-in-one Shampoo	Case		50.0000	\$162.03	\$ 8,101.5000
						\$ 10,536.0000

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3.1.3	ELIGIBLE ITEM #3 - SOAP AND BODY WASH					
3.1.3.1	Anti-bacterial bar soap	Case		50.0000	\$31.78	\$ 1,589.0000
3.1.3.2	Shampoo & Body Wash	Case		50.0000	\$62.10	\$ 3,105.0000
						\$ 4,694.0000
3.1.4	ELIGIBLE ITEM #4 – DENTAL CARE					
3.1.4.1	Denture Adhesive	Case		50.0000	\$91.87	\$ 4,593.5000
3.1.4.2	Denture Cleaner	Case		50.0000	\$36.44	\$ 1,822.0000
3.1.4.3	Thumb Brush	Case		50.0000	\$55.35	\$ 2,767.5000
3.1.4.4	Regular Toothbrush	Case		50.0000	\$6.48	\$ 324.0000
3.1.4.5	Small Toothpaste	Case		50.0000	\$40.47	\$ 2,023.5000
3.1.4.6	Medium Toothpaste	Case		50.0000	\$40.47	\$ 2,023.5000
3.1.4.7	Large Toothpaste	Case		50.0000	\$40.47	\$ 2,023.5000
						\$ 15,577.5000
3.1.5	ELIGIBLE ITEM #5 – MEN AND WOMEN'S DEODRANTS					
3.1.5.1	Deodorant – Men's Roll-on	Case		50.0000	\$112.00	\$ 5,600.0000
3.1.5.2	Deodorant – Men's Stick	Case		50.0000	\$87.68	\$ 4,384.0000
3.1.5.3	Deodorant – Women's Roll-on	Case		50.0000	\$75.87	\$ 3,793.5000
3.1.5.4	Deodorant – Women's Stick	Case		50.0000	\$51.17	\$ 2,558.5000
						\$ 16,336.0000
3.1.6	ELIGIBLE ITEM #6 – FEMININE PRODUCTS					
3.1.6.1	Sanitary Napkins	Case		50.0000	\$39.95	\$ 1,997.5000
3.1.6.2	Tampon with Applicator	Case		50.0000	\$53.97	\$ 2,698.5000
3.1.6.3	Tampon without Applicator	Case		50.0000	\$14.57	\$ 728.5000
						\$ 5,424.5000

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3.1.7	ELIGIBLE ITEM #7 – SHAVING PRODUCTS					
3.1.7.1	Twin-Blade Razor	Case		50.0000	\$35.76	\$ 1,788.0000
3.1.7.2	Single-Blade Razor	Case		50.0000	\$24.35	\$ 1,217.5000
3.1.7.3	Small Shaving Cream	Case		50.0000	\$74.25	\$ 3,712.5000
3.1.7.42	Medium Shaving Cream	Case		50.0000	\$98.54	\$ 4,927.0000
3.1.7.5	Large Shaving Cream	Case		50.0000	\$256.50	\$ 12,825.0000
						\$ 24,470.0000
3.1.8	ELIGIBLE ITEM #8 – TOILETRIES					
3.1.8.1	Lip Balm	Case		50.0000	\$20.47	\$ 1,023.5000
3.1.8.2	Hand & Body Lotion	Case		50.0000	\$107.33	\$ 5,366.5000
						\$ 6,390.0000
3.1.9	ELIGIBLE ITEM #9 – MENS BRIEFS					
3.1.9.1	Men's Briefs Small	Dozen		50.0000	\$15.93	\$ 796.5000
3.1.9.2	Men's Briefs Medium	Dozen		50.0000	\$15.93	\$ 796.5000
3.1.9.3	Men's Briefs Large	Dozen		50.0000	\$16.46	\$ 823.0000
3.1.9.4	Men's Briefs XL	Dozen		50.0000	\$17.89	\$ 894.5000
3.1.9.5	Men's Briefs 2-XL	Dozen		50.0000	\$19.06	\$ 953.0000
3.1.9.6	Men's Briefs 3-6 XL	Dozen		50.0000	\$21.60	\$ 1,080.0000
3.1.9.7	Men's Briefs 7-10 XL	Dozen		50.0000	\$23.29	\$ 1,164.5000
3.1.9.8	Men's Boxers SM – 10XL	Dozen		50.0000	\$93.15	\$ 4,657.5000
						\$ 11,165.5000

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3.1.10	ELIGIBLE ITEM #10 – WOMENS UNDERPANTS & SPORTS BRAS					
3.1.10.1	Women's Underpants Small	Dozen		50.0000	\$10.81	\$ 540.5000
3.1.10.2	Women's Underpants Medium	Dozen		50.0000	\$10.81	\$ 540.5000
3.1.10.3	Women's Underpants Large	Dozen		50.0000	\$13.11	\$ 655.5000
3.1.10.4	Women's Underpants XL	Dozen		50.0000	\$13.11	\$ 655.5000
3.1.10.5	Women's Underpants 2-XL	Dozen		50.0000	\$13.77	\$ 688.5000
3.1.10.6	Women's Underpants 3-5 XL	Dozen		50.0000	\$14.76	\$ 738.0000
3.1.10.7	Women's Sports Bra Size 32-38	Dozen		50.0000	\$27.68	\$ 1,384.0000
3.1.10.8	Women's Sports Bra Size 40-54	Dozen		50.0000	\$27.68	\$ 1,384.0000
						\$ 6,586.5000
3.1.11	ELIGIBLE ITEMS #11 – MISCELLANEOUS CLOTHING					
3.1.11.1	Disposable Isolation Gowns	Case		50.0000	\$10.79	\$ 539.5000
3.1.11.2	Disposable Shirt Standard Fit	Case		50.0000	\$47.24	\$ 2,362.0000
3.1.11.3	Disposable Shirt XL - 2XL	Case		50.0000	\$80.99	\$ 4,049.5000
3.1.11.4	Disposable Shirt XL Plus Size	Case		50.0000	\$89.09	\$ 4,454.5000
3.1.11.5	Disposable Pants standard fit	Case		50.0000	\$87.74	\$ 4,387.0000
3.1.11.6	Disposable Pants XL - 2XL	Case		50.0000	\$78.29	\$ 3,914.5000
3.1.11.7	Disposable Pants XL Plus Size	Case		50.0000	\$86.12	\$ 4,306.0000
3.1.11.8	Disposable Briefs One Size Fits Most	Case		50.0000	\$403.65	\$ 20,182.5000
3.1.11.9	Disposable Briefs Plus Size	Case		50.0000	\$444.02	\$ 22,201.0000
3.1.11.10	Disposable Latex Over-Boot Boot Covers	Case		50.0000	\$470.33	\$ 23,516.5000
3.1.11.11	Heavy Duty Vinyl Apron	Each		50.0000	\$18.77	\$ 938.5000
3.1.11.12	Suicide Prevention Smock 34" - 52"	Each		50.0000	\$188.87	\$ 9,443.5000
3.1.11.13	Suicide Prevention Smock 44" - 56"	Each		50.0000	\$188.87	\$ 9,443.5000
3.1.11.14	Thermal Underwear – Tops	Dozen		50.0000	\$44.55	\$ 2,227.5000
3.1.11.15	Thermal Underwear – Bottoms	Dozen		50.0000	\$74.12	\$ 3,706.0000
3.1.11.16	Toboggan – Watch Cap	Dozen		50.0000	\$201.15	\$ 10,057.5000
3.1.11.17	Sweatshirt – Crew Neck Adult	Each		50.0000	\$11.64	\$ 582.0000
3.1.11.18	Sweatpants	Each		50.0000	\$28.88	\$ 1,444.0000
						\$ 127,755.5000

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3.1.12	ELIGIBLE ITEMS #12 – MISCELLANEOUS ITEMS					
3.1.12.1	Evidence Bags 9"X12"	Case		50.0000	\$60.75	\$ 3,037.5000
3.1.12.2	Evidence Bags 10"X13"	Case		50.0000	\$74.25	\$ 3,712.5000
3.1.12.3	Evidence Bags 14"X20"	Case		50.0000	\$203.57	\$ 10,178.5000
3.1.12.4	Washable Clear EZ Bend Pen	Case		50.0000	\$54.62	\$ 2,731.0000
3.1.12.5	Maximum Security Clear Flexible Pen	Case		50.0000	\$43.20	\$ 2,160.0000
3.1.12.6	EcoSecurity Utensil	Case		50.0000	\$33.05	\$ 1,652.5000
3.1.12.7	Handcuff Padlock	Case		50.0000	\$26.99	\$ 1,349.5000
3.1.12.8.1	UNO Card Game	Each		50.0000	\$14.84	\$ 742.0000
3.1.12.8.2	Phase-10 Card Game	Each		50.0000	\$8.76	\$ 438.0000
3.1.12.8.3	Scrabble Board Game	Each		50.0000	\$45.90	\$ 2,295.0000
3.1.12.8.4	Risk Board Game	Each		50.0000	\$45.90	\$ 2,295.0000
3.1.12.8.5	Sorry Board Game	Each		50.0000	\$14.84	\$ 742.0000
3.1.12.8.6	Checkers Board Game	Each		50.0000	\$31.04	\$ 1,552.0000
3.1.12.8.7	Chess Board Game	Each		50.0000	\$31.04	\$ 1,552.0000
3.1.12.8.8	Backgammon Board Game	Each		50.0000	\$66.14	\$ 3,307.0000
3.1.12.9	Spork Polypropylene – Orange	Case		50.0000	\$25.00	\$ 1,250.0000
						\$ 38,994.5000
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OVERALL TOTAL COST \$ 298,040.0000

Please note: This information is being captured for auditing purposes.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit-A Price Page or a No-Bid will lead to disqualification of vendors bid. The Pricing Page contains a list of the Contract Services and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

BIDDER /VENDOR INFORMATION: Vendor Name: JONAH'S ENTERPRISES INC Address: 652 LEFFERTS AVE City, State Zip: BROOKLYN NEW YORK 11203 Phone Number: 718-502-8837 Email Address: jonahs.enterprises@gmail.com Vendor Signature: Date: 03/07/2023

Eligible Item Number	Description	Unit of Measure	Quantity Per- Case (if applicable)	Estimated Quantity	Item Unit Price	Item Total Cost
3.1.1	ELIGIBLE ITEM #1 - FOOTWEAR - ATHLETIC, SLIP-ON SHOES AND BOOTS					
3.1.1.1	Men's Leather Velcro Athletic Shoe (Size 5 – 16)	Pair		50.0000	\$27.00	\$ 1,350.0000
3.1.1.2	Women's Leather Velcro Athletic Shoe (Size 4 -11)	Pair		50.0000	\$27.00	\$ 1,350.0000
3.1.1.3	Men's Leather Lace-Up Athletic Shoe (Size 5 -16)	Pair		50.0000	\$32.40	\$ 1,620.0000
3.1.1.4	Women's Leather Lace-Up Athletic Shoe (Size 4 - 11)	Pair		50.0000	\$32.40	\$ 1,620.0000
3.1.1.5	Men's Canvas Lace-Up Athletic Shoe (Size 5 -15)	Pair		50.0000	\$29.70	\$ 1,485.0000
3.1.1.6	Women's Canvas Lace-Up Athletic Shoe (Size 4 - 12)	Pair		50.0000	\$28.35	\$ 1,417.5000
3.1.1.7	Men's Canvas Slip On Shoe (Size 5 -15)	Pair		50.0000	\$30.38	\$ 1,519.0000
3.1.1.8	Women's Canvas slip on Shoe (Size 4 - 12)	Pair		50.0000	\$29.70	\$ 1,485.0000
3.1.1.9	Men's 6" Work Boot (Size 5-16)	Pair		50.0000	\$47.25	\$ 2,362.5000
3.1.1.10	Women's 6" Work Boot (Size 4-13)	Pair		50.0000	\$43.20	\$ 2,160.0000
3.1.1.11	Men's Servus CT Boot (Size 5-15)	Pair		50.0000	\$29.63	\$ 1,481.5000
3.1.1.12	Women's Servus CT Boot (Size 5-13)	Pair		50.0000	\$29.63	\$ 1,481.5000
3.1.1.13	Rubber Knee Boot (Size 4-15)	Pair		50.0000	\$46.62	\$ 2,331.0000
3.1.1.14	EVA Clogs (Size 5-15)	Dozen		50.0000	\$101.25	\$ 5,062.5000
3.1.1.15	Versatile PVC Sandal (Sizes small - 3XL)	Pair		50.0000	\$9.05	\$ 452.5000
3.1.1.16	V – Strap Flip Flop Men's	Dozen		50.0000	\$22.03	\$ 1,101.5000
3.1.1.17	V – Strap Flip Flop Women's	Dozen		50.0000	\$36.61	\$ 1,830.5000
						\$ 30,110.0000
3.1.2	ELIGIBLE ITEM #2 - HYGIENE - HAIR CARE					
3.1.2.2	Comb – 5" inch	Case		50.0000	\$13.45	\$ 672.5000
3.1.2.3	Comb – 7" inch	Case		50.0000	\$9.61	\$ 480.5000
3.1.2.4	Club palm Brush – 4" inch	Case		50.0000	\$12.14	\$ 607.0000
3.1.2.5	Lice Control Shampoo	Case		50.0000	\$13.49	\$ 674.5000
3.1.2.6	All-in-one Shampoo	Case		50.0000	\$162.03	\$ 8,101.5000
						\$ 10,536.0000

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3.1.3	ELIGIBLE ITEM #3 - SOAP AND BODY WASH						
3.1.3.1	Anti-bacterial bar soap Case 50.0000 \$31.78						
3.1.3.2	Shampoo & Body Wash	Case		50.0000	\$62.10	\$ 3,105.0000	
						\$ 4,694.0000	
3.1.4	ELIGIBLE ITEM #4 – DENTAL CARE						
3.1.4.1	Denture Adhesive	Case		50.0000	\$91.87	\$ 4,593.5000	
3.1.4.2	Denture Cleaner	Case		50.0000	\$36.44	\$ 1,822.0000	
3.1.4.3	Thumb Brush	Case		50.0000	\$55.35	\$ 2,767.5000	
3.1.4.4	Regular Toothbrush	Case		50.0000	\$6.48	\$ 324.0000	
3.1.4.5	Small Toothpaste	Case		50.0000	\$40.47	\$ 2,023.5000	
3.1.4.6	Medium Toothpaste	Case		50.0000	\$40.47	\$ 2,023.5000	
3.1.4.7	Large Toothpaste	Case		50.0000	\$40.47	\$ 2,023.5000	
						\$ 15,577.5000	
3.1.5	ELIGIBLE ITEM #5 – MEN AND WOMEN'S DEODRANTS						
3.1.5.1	Deodorant – Men's Roll-on	Case		50.0000	\$112.00	\$ 5,600.0000	
3.1.5.2	Deodorant – Men's Stick	Case		50.0000	\$87.68	\$ 4,384.0000	
3.1.5.3	Deodorant – Women's Roll-on	Case		50.0000	\$75.87	\$ 3,793.5000	
3.1.5.4	Deodorant – Women's Stick	Case		50.0000	\$51.17	\$ 2,558.5000	
						\$ 16,336.0000	
3.1.6	ELIGIBLE ITEM #6 – FEMININE PRODUCTS						
3.1.6.1	Sanitary Napkins	Case		50.0000	\$39.95	\$ 1,997.5000	
3.1.6.2	Tampon with Applicator	Case		50.0000	\$53.97	\$ 2,698.5000	
3.1.6.3	Tampon without Applicator	Case		50.0000	\$14.57	\$ 728.5000	
						\$ 5,424.5000	

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3.1.7	ELIGIBLE ITEM #7 – SHAVING PRODUCTS				
3.1.7.1	Twin-Blade Razor	Case	50.0000	\$35.76	\$ 1,788.0000
3.1.7.2	Single-Blade Razor	Case	50.0000	\$24.35	\$ 1,217.5000
3.1.7.3	Small Shaving Cream	Case	50.0000	\$74.25	\$ 3,712.5000
3.1.7.4	Medium Shaving Cream	Case	50.0000	\$98.54	\$ 4,927.0000
3.1.7.5	Large Shaving Cream	Case	50.0000	\$256.50	\$ 12,825.0000
					\$ 24,470.0000
3.1.8	ELIGIBLE ITEM #8 – TOILETRIES				
3.1.8.1	Lip Balm	Case	50.0000	\$20.47	\$ 1,023.5000
3.1.8.2	Hand & Body Lotion	Case	50.0000	\$107.33	\$ 5,366.5000
					\$ 6,390.0000
3.1.9	ELIGIBLE ITEM #9 – MENS BRIEFS				
3.1.9.1	Men's Briefs Small	Dozen	50.0000	\$15.93	\$ 796.5000
3.1.9.2	Men's Briefs Medium	Dozen	50.0000	\$15.93	\$ 796.5000
3.1.9.3	Men's Briefs Large	Dozen	50.0000	\$16.46	\$ 823.0000
3.1.9.4	Men's Briefs XL	Dozen	50.0000	\$17.89	\$ 894.5000
3.1.9.5	Men's Briefs 2-XL	Dozen	50.0000	\$19.06	\$ 953.0000
3.1.9.6	Men's Briefs 3-6 XL	Dozen	 50.0000	\$21.60	\$ 1,080.0000
3.1.9.7	Men's Briefs 7-10 XL	Dozen	 50.0000	\$23.29	\$ 1,164.5000
3.1.9.8	Men's Boxers SM – 10XL	Dozen	 50.0000	\$93.15	\$ 4,657.5000
					\$ 11,165.5000

	AitiQ	- DCK23000C	, 			ı
3.1.10	ELIGIBLE ITEM #10 – WOMENS UNDERPANTS & SPORTS BRAS					
3.1.10.1	Women's Underpants Small	Dozen		50.0000	\$10.81	\$ 540.5000
3.1.10.2	Women's Underpants Medium	Dozen		50.0000	\$10.81	\$ 540.5000
3.1.10.3	Women's Underpants Large	Dozen		50.0000	\$13.11	\$ 655.5000
3.1.10.4	Women's Underpants XL	Dozen		50.0000	\$13.11	\$ 655.5000
3.1.10.5	Women's Underpants 2-XL	Dozen		50.0000	\$13.77	\$ 688.5000
3.1.10.6	Women's Underpants 3-5 XL	Dozen		50.0000	\$14.76	\$ 738.0000
3.1.10.7	Women's Sports Bra Size 32-38	Dozen		50.0000	\$27.68	\$ 1,384.0000
3.1.10.8	Women's Sports Bra Size 40-54	Dozen		50.0000	\$27.68	\$ 1,384.0000
						\$ 6,586.5000
3.1.11	ELIGIBLE ITEMS #11 – MISCELLANEOUS CLOTHING					
3.1.11.1	Disposable Isolation Gowns	Case		50.0000	\$10.79	\$ 539.5000
3.1.11.2	Disposable Shirt Standard Fit	Case		50.0000	\$47.24	\$ 2,362.0000
3.1.11.3	Disposable Shirt XL - 2XL	Case		50.0000	\$80.99	\$ 4,049.5000
3.1.11.4	Disposable Shirt XL Plus Size	Case		50.0000	\$89.09	\$ 4,454.5000
3.1.11.5	Disposable Pants standard fit	Case		50.0000	\$87.74	\$ 4,387.0000
3.1.11.6	Disposable Pants XL - 2XL	Case		50.0000	\$78.29	\$ 3,914.5000
3.1.11.7	Disposable Pants XL Plus Size	Case		50.0000	\$86.12	\$ 4,306.0000
3.1.11.8	Disposable Briefs One Size Fits Most	Case		50.0000	\$403.65	\$ 20,182.5000
3.1.11.9	Disposable Briefs Plus Size	Case		50.0000	\$444.02	\$ 22,201.0000
3.1.11.10	Disposable Latex Over-Boot Boot Covers	Case		50.0000	\$470.33	\$ 23,516.5000
3.1.11.11	Heavy Duty Vinyl Apron	Each		50.0000	\$18.77	\$ 938.5000
3.1.11.12	Suicide Prevention Smock 34" - 52"	Each		50.0000	\$188.87	\$ 9,443.5000
3.1.11.13	Suicide Prevention Smock 44" - 56"	Each		50.0000	\$188.87	\$ 9,443.5000
3.1.11.14	Thermal Underwear – Tops	Dozen		50.0000	\$44.55	\$ 2,227.5000
3.1.11.15	Thermal Underwear – Bottoms	Dozen		50.0000	\$74.12	\$ 3,706.0000
3.1.11.16	Toboggan – Watch Cap	Dozen		50.0000	\$201.15	\$ 10,057.5000
3.1.11.17	Sweatshirt – Crew Neck Adult	Each		50.0000	\$11.64	\$ 582.0000
3.1.11.18	Sweatpants	Each		50.0000	\$28.88	\$ 1,444.0000
						\$ 127,755.5000

	And	DCM230000	,			
3.1.12	ELIGIBLE ITEMS #12 – MISCELLANEOUS ITEMS					
3.1.12.1	Evidence Bags 9"X12"	Case		50.0000	\$60.75	\$ 3,037.5000
3.1.12.2	Evidence Bags 10"X13"	Case		50.0000	\$74.25	\$ 3,712.5000
3.1.12.3	Evidence Bags 14"X20"	Case		50.0000	\$203.57	\$ 10,178.5000
3.1.12.4	Washable Clear EZ Bend Pen	Case		50.0000	\$54.62	\$ 2,731.0000
3.1.12.5	Maximum Security Clear Flexible Pen	Case		50.0000	\$43.20	\$ 2,160.0000
3.1.12.6	EcoSecurity Utensil	Case		50.0000	\$33.05	\$ 1,652.5000
3.1.12.7	Handcuff Padlock	Case		50.0000	\$26.99	\$ 1,349.5000
3.1.12.8.1	UNO Card Game	Each		50.0000	\$14.84	\$ 742.0000
3.1.12.8.2	Phase-10 Card Game	Each		50.0000	\$8.76	\$ 438.0000
3.1.12.8.3	Scrabble Board Game	Each		50.0000	\$45.90	\$ 2,295.0000
3.1.12.8.4	Risk Board Game	Each		50.0000	\$45.90	\$ 2,295.0000
3.1.12.8.5	Sorry Board Game	Each		50.0000	\$14.84	\$ 742.0000
3.1.12.8.6	Checkers Board Game	Each		50.0000	\$31.04	\$ 1,552.0000
3.1.12.8.7	Chess Board Game	Each		50.0000	\$31.04	\$ 1,552.0000
3.1.12.8.8	Backgammon Board Game	Each		50.0000	\$66.14	\$ 3,307.0000
3.1.12.9	Spork Polypropylene – Orange	Case		50.0000	\$25.00	\$ 1,250.0000
						\$ 38,994.5000

OVERALL TOTAL COST \$ 298,040.0000

Please note: This information is being captured for auditing purposes.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit-A Price Page or a No-Bid will lead to disqualification of vendors bid. The Pricing Page contains a list of the Contract Services and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

BIDDER / VENDOR INFORMATION: Vendor Name: JONAH'S ENTERPRISES INC Address: 652 LEFFERTS AVE City, State Zip: BROOKLYN NEW YORK 11203 Phone Number: 718-502-8837 Email Address: jonahs.enterprises@gmail.com Vendor Signature: Date: 03/07/2023

SOLICITATION NUMBER: Addendum Number:

Applicable Addendum Category:

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

[]	Modify bid opening date and time
[]	Modify specifications of product or service being sought
[]	Attachment of vendor questions and responses
[]	Attachment of pre-bid sign-in sheet
[]	Correction of error
[]	Other
Description	on o	f Modification to Solicitation:

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Addendum No. – 1 ARFQ 0608 DCR2300000141 Inmate Supplies – Footwear, Hygiene, and Miscellaneous Clothing Ouestion & Answer

- **1.** Can you please share your current or most recent pricing and vendor information for these line items?
 - **A-1)** No, Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts included in this or any solicitation is not appropriate and will not apply when evaluating this or any solicitation. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.
- 2. Will this contract be awarded by line item or in its entirety?
 A-2) See Specification section, 4.1 CONTRACT AWARD: Vendor that provides the Contract Items meeting the required specifications for the lowest overall total bid cost as shown on the Pricing Page.
- 3. Does each line item require to be bid in order to be considered for award?

 A-3) Yes, all items in this solicitation are required for bidding.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ 0608 DCR2300000141

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:	
(Check the box next to each addendum red	ceived)
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
further understand that any verbal reprediscussion held between Vendor's repres	eceipt of addenda may be cause for rejection of this bid. I sentation made or assumed to be made during any oral entatives and any state personnel is not binding. Only the o the specifications by an official addendum is binding.
Company	
Authorized Signature	
Date	

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

STATE OF WEST VIRGINIA

PURCHASING AFFIDAVIT



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

ALL CONTRACTS: Under W. Va. Code §15A-3-14, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

Qualified in Kings County My Commission Expires: 08-15-202 4

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

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

WITNESS THE FOLLOWING SIGNATURE: Vendor's Name: JONAH'S ENTERPRISES INC Authorized Signature: Manny Stone of the state o



State of West Virginia Agency Request for Quote

Proc Folder: 1178119 Reason for Modification:

Doc Description: Inmate Supplies - Footwear, Hygiene, and Miscellaneous

Proc Type: Agency Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2023-02-23
 2023-03-09
 14:00
 ARFQ 0608 DCR2300000141
 1

BID RECEIVING LOCATION

WV DIVISION OF ADMINISTRATIVE SERVICES

1124 SMITH STREET SECOND FLOOR

CHARLESTON WV 25301

US

VENDOR

Vendor Customer Code: VS0000041296

Vendor Name: JONAH'S ENTERPRISES INC

Address: 652 LEFFERTS AVE BROOKLYN, NEW YORK 11203

Street: 652 LEFFERTS AVE

City: BROOKLYN

State: NEW YORK Country: USA Zip: 11203

Principal Contact: MANNY STONE

Vendor Contact Phone: 718-502-8837 Extension:

FOR INFORMATION CONTACT THE BUYER

Thomas P Hymes 304-558-2350

thomas.p.hymes@wv.gov

 Vendor
 141962956
 DATE
 03/07/2023

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

 Date Printed:
 Feb 22, 2023
 Page 1
 FORM ID: WV-PRC-ARFQ-002 2020/05

ADDITIONAL INFORMATION

The WV Department of Homeland Security, Division of Administrative Services is soliciting bids on behalf of WV Division of Corrections and Rehabilitation to establish an open-end contract for but not limited to Inmate Supplies - Footwear, Hygiene, and Miscellaneous Clothing.

INVOICE TO		SHIP TO		
ALL STATE AGENC	IES	STATE OF WEST VIRGINIA		
VARIOUS LOCATIONS AS INDICATED BY ORDER		VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City	WV	No City V	VV	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Eligible Item #1 - Footwear - Athletic, Slip-on and Boots	1.00000	LS		\$30,110.00

Comm Code	Manufacturer	Specification	Model #	
53110000				
see attach	ied price list			

Extended Description:

See specifications and Exhibit - A price page for details

INVOICE TO		SHIP TO	
ALL STATE AGENCIES		STATE OF WEST VIRGINIA	
VARIOUS LOCATIONS AS INDICATED BY ORDER		VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Eligible Item #2 - Hygiene - Hair Care	1.00000	LS		\$10,536.00

Comm Code	Manufacturer	Specification	Model #		
53130000					
see attached price list					

Extended Description:

See specifications and Exhibit - A price page for details

 Date Printed:
 Feb 22, 2023
 Page 2
 FORM ID: WV-PRC-ARFQ-002 2020/05

INVOICE TO		SHIP TO	
ALL STATE AGENC	CIES	STATE OF WEST VIRGINIA	_
VARIOUS LOCATION	ONS AS	VARIOUS LOCATIONS AS	
INDICATED BY OR	DER	INDICATED BY ORDER	
No City	WV	No City WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Eligible Item #3 - Hygiene - Soap and Body Wash	1.00000	LS		\$4,694.00

Comm Code	Manufacturer	Specification	Model #	
53130000				
see attach	ed price list			

See specifications and Exhibit - A price page for details

INVOICE TO		SHIP TO			
ALL STATE AGENCIES		STATE OF WEST VIRGI	STATE OF WEST VIRGINIA		
VARIOUS LOCATIONS A	AS	VARIOUS LOCATIONS A	AS		
INDICATED BY ORDER		INDICATED BY ORDER			
No City	WV	No City	WV		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Eligible Item #4 - Hygiene - Dental Care	1.00000	LS		\$15,577.50

Comm Code	Manufacturer	Specification	Model #	
53130000				
see attache	ed price list			

Extended Description:

INVOICE TO		SHIP TO		
ALL STATE AGENC	CIES	STATE OF WEST VIRGINIA	4	
VARIOUS LOCATION	ONS AS	VARIOUS LOCATIONS AS		
INDICATED BY OR	DER	INDICATED BY ORDER		
No City	WV	No City	WV	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Eligible Item #5 - Hygiene - Men and Womens	1.00000	LS		
	Deodorants				\$16,336.00

Comm Code	Manufacturer	Specification	Model #		
53130000					
see attach	see attached price list				

See specifications and Exhibit - A price page for details

INVOICE TO		SHIP TO		
ALL STATE AGENCIES		STATE OF WEST VIR	GINIA	
VARIOUS LOCATIONS AS INDICATED BY ORDER			VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Eligible Item #6 - Hygiene - Feminine F	Products 1.00000	LS		\$5,424.50

Comm Code	Manufacturer	Specification	Model #	
53130000				
see attached price list				

Extended Description:

INVOICE TO		SHIP TO		
ALL STATE AGENC	CIES	STATE OF WEST VIRGINIA	4	
VARIOUS LOCATION	ONS AS	VARIOUS LOCATIONS AS		
INDICATED BY OR	DER	INDICATED BY ORDER		
No City	WV	No City	WV	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Eligible Item #7 - Hygiene - Shaving Products	1.00000	LS		
	3 ,3 3				\$24,470.10

Comm Code	Manufacturer	Specification	Model #	
53130000				
see attach	ed price list			

See specifications and Exhibit - A price page for details

INVOICE TO		SHIP TO	
ALL STATE AGENCIES		STATE OF WEST VIRGINIA	
VARIOUS LOCATIONS AS		VARIOUS LOCATIONS AS	
INDICATED BY ORDER		INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Eligible Item #8 - Hygiene - Toiletries	1.00000	LS		
	3 73				\$6,389.55

Comm Code	Manufacturer	Specification	Model #		
53130000					
see attache	see attached price list				

Extended Description:

INVOICE TO		SHIP TO		
ALL STATE AGENC	CIES	STATE OF WEST VIRGINIA	4	
VARIOUS LOCATION	ONS AS	VARIOUS LOCATIONS AS		
INDICATED BY OR	DER	INDICATED BY ORDER		
No City	WV	No City	WV	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Eligible Item #9 - Clothing - Mens Briefs	1.00000	LS		
	-				\$11,165.18

Comm Code	Manufacturer	Specification	Model #	
53100000				
see attach	ned price list			

See specifications and Exhibit - A price page for details

INVOICE TO		SHIP TO			
ALL STATE AGENCIES		STATE OF WEST VIR	GINIA		
VARIOUS LOCATIONS AS INDICATED BY ORDER			VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City US	WV	No City US	WV		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Eligible Item #10 - Clothing-Womens Underpants & Sports Bras	1.00000	LS		\$6,585.98

Comm Code	Manufacturer	Specification	Model #	
53100000				
see attache	ed price list			

Extended Description:

INVOICE TO		SHIP TO	
ALL STATE AGENC	CIES	STATE OF WEST VIRGINIA	
VARIOUS LOCATION	ONS AS	VARIOUS LOCATIONS AS	
INDICATED BY OR	DER	INDICATED BY ORDER	
No City	WV	No City WV	
LIS		LIS	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Eligible Item #11 - Miscellaneous Clothing	1.00000	LS		
	- ·				\$127,752.39

Comm Code	Manufacturer	Specification	Model #	
53100000				
see attach	ned price list			

See specifications and Exhibit - A price page for details

INVOICE TO		SHIP TO		
ALL STATE AGENC	IES	STATE OF WEST VIRGINI	A	
VARIOUS LOCATIO	NS AS	VARIOUS LOCATIONS AS		
INDICATED BY ORD	DER	INDICATED BY ORDER		
No City	WV	No City	WV	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Eligible Item #12 - Miscellaneous Items	1.00000	LS		
					\$38,993.30

Comm Code	Manufacturer	Specification	Model #	
53100000				
see attache	ed price list			

Extended Description:

See specifications and Exhibit - A price page for details

SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	TECHNICAL QUESTION DEADLINE Due by 2:00pm EST	2023-03-02

 Date Printed:
 Feb 22, 2023
 Page 7
 FORM ID: WV-PRC-ARFQ-002 2020/05

	Document Phase	Document Description	Page 8
DCR2300000141	Final	Inmate Supplies - Footwear, Hygiene, and Miscellaneous	

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- **2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A.	PREBID MEETING: The item identified below shall apply to this Solicitation.
	A pre-bid meeting will not be held prior to bid opening
	A MANDATORY PRE-BID meeting will be held at the following place and time:

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

3A. BID SUBMISSION

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

SEALED BID:	
BUYER:	
SOLICITATION NO.:	
BID OPENING DATE:	
BID OPENING TIME:	
FAX NUMBER:	

- 4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- **5. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 6. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is	based upon a star	ndardized commod	lity. Vendors are	expected to bid the
standardized commodity	identified. Failure	to bid the standar	dized commodity	will result in your
firm's bid being rejected.				

- 7. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- **8. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.
- 11. NON-RESPONSIBLE: The Director of Administrative Services reserves the right to reject the bid of any vendor as Non-Responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.
- 12. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part.
- 13. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

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

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- **2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - **2.1. "Agency"** or "**Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
 - **2.3.** "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - **2.4. "Director"** means the Director of the West Virginia Division of Administrative Services.
 - **2.5. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.
 - **2.6. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.
 - **2.7. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - **2.8. "Vendor"** or "**Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
Term Contract
Initial Contract Term: This Contract becomes effective on the date indicated on the awarded contract and extends for a period of year(s).
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.
Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for year(s) thereafter.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

3.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, and Attorney General's office.
6. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Agency prior to Contract award.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

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

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

7. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:	
Commercial General Liability Insurance in at least an amo per occurrence.	unt of:
Automobile Liability Insurance in at least an amount of occurrence.	of: per
Commercial General Liability Insurance in at least an amount of: per occurrence. Automobile Liability Insurance in at least an amount of: per	
	an amount of:
Cyber Liability Insurance in an amount of:	per occurrence.
☐ Builders Risk Insurance in an amount equal to 100% of the	amount of the Contract.
☐ Pollution Insurance in an amount of:	per occurrence.
Aircraft Liability in an amount of:	per occurrence.
8. WORKERS' COMPENSATION INSURANCE: The	apparent successful Vendor shall

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

9. LIQUII	DATED DAM	AGES: This	clause shall	in no v	vay be cons	sidered e	xclusive	and sl	ıall
not limit the S	State or Agend	ey's right to	pursue any	other a	available r	emedy.	Vendor	shall 1	pay
liquidated dama	ages in the amo	ount specified	below or as	describ	ed in the sp	pecificati	ons:		
			for						
							-		
	Liquidated	Damages Cor	ntained in the	e Speci	fications				
	-	•		-					

- 10. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 11. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- **12. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 13. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
- 14. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- **16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

- 17. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.
- **18. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 19. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 20. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.
- 21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- **22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.
- **23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

- **26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html
- 29. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of the State of West Virginia and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

30. LICENSING: In accordance with applicable law, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and upto-date on all state and local obligations as described in this section.

- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

- 34. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to an y person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 35. PURCHASING AFFIDAVIT: In accordance with West Virginia Code, the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- **36. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- Checked box below:

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

 Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency.

REPORTS: Vendor shall provide the Agency with the following reports identified by a

38. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

37.

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

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

(Name, Title)						
(Printed	Name	and	Title)			
(Address)						
(Phone N	umber) /	(Fax N	umber)			
(E-mail a	ddress)					

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

(Company)				
(Authorized	Signature)	(Representative	Name, Ti	tle)
(Printed Nar	me and Title	e of Authorized	Representati	ve)
(Date)				
(Phone Numb	per) (Fax Nur	mber)		

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numb	bers Received:		
(Check the box no	ext to each addendum receiv	ved)	
☐ Add ☐ Add ☐ Add	lendum No. 1 lendum No. 2 lendum No. 3 lendum No. 4 lendum No. 5	☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ Addendum No. 10	
further understandiscussion held b	nd that any verbal represent between Vendor's represent	ipt of addenda may be cause for rejecting tation made or assumed to be made atives and any state personnel is not be specifications by an official addendument	during any oral nding. Only the
Company			
Authorized	Signature		
Date			

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