



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 2

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1002075

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: WITMER PUBLIC SAFETY GROUP INC

Alias/DBA:

Total Bid: \$170,166.75

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2200000031

Published Date: 2/12/22

Close Date: 3/2/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 2

Total of All Attachments: 2



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Parka (Item #1)	75.00000	EA	195.000000	14625.00

Comm Code	Manufacturer	Specification	Model #
53101800			

**Commodity Line Comments:** Size 3XL and up \$216.00

**Extended Description:**

Parka (Item 1)  
5.11 Aggressor #48032, or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Weatherproof Waist Length 5 in 1 Jacket (Item #2)	100.00000	EA	217.000000	21700.00

Comm Code	Manufacturer	Specification	Model #
46181543			

**Commodity Line Comments:** Size 3xl and talls \$248.00

**Extended Description:**

Weatherproof Waist Length 5 in 1 Jacket (Item #2)  
5.11 Tactical 5-in-1 #48017, or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Tactical Vest (Item #3)	100.00000	EA	69.500000	6950.00

Comm Code	Manufacturer	Specification	Model #
46181507			

**Commodity Line Comments:**

**Extended Description:**

Tactical Vest (Item #3)  
5.11 Taclite Pro #80008, or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Tactical Hooded Sweatshirt (Item #4)	100.00000	EA	85.000000	8500.00

Comm Code	Manufacturer	Specification	Model #
53101700			

**Commodity Line Comments:**

**Extended Description:**

Tactical Hooded Sweatshirt (Item #4)  
Vertx Firebase Hoody #VTX8837, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Rain Jacket, Men's (Item #5)	50.00000	EA	98.250000	4912.50

Comm Code	Manufacturer	Specification	Model #
46181543			

**Commodity Line Comments:**

**Extended Description:**

Rain Jacket, Men's (Item #5)  
5.11 Tac Dry Rain Shell #48098, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Rain Pants, Men's (Item #6)	40.00000	EA	69.000000	2760.00

Comm Code	Manufacturer	Specification	Model #
46181544			

**Commodity Line Comments:**

**Extended Description:**

Rain Pants, Men's (Item #6)  
5.11 Patrol Rain pant #48057, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Rain Jacket, Women's (Item #7)	40.00000	EA	63.000000	2520.00

Comm Code	Manufacturer	Specification	Model #
46181543			

**Commodity Line Comments:**

**Extended Description:**

Rain Jacket, Women's (Item #7)  
Columbia Arcadia rain jacket #1534111, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Rain Pants, Women's (Item #8)	30.00000	EA	33.500000	1005.00

Comm Code	Manufacturer	Specification	Model #
46181544			

**Commodity Line Comments:**

**Extended Description:**

Rain Pants, Women's (Item #8)  
Port Authority Torrent Waterproof Pant #PT333, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Twill Trousers, Men's (Item #9)	100.00000	EA	44.000000	4400.00

Comm Code	Manufacturer	Specification	Model #
53101502			

**Commodity Line Comments:**

**Extended Description:**

Twill Trousers, Men's (Item #9)  
5.11 PDU pant #74338, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Twill Trousers, Women's (Item #10)	100.00000	EA	44.000000	4400.00

Comm Code	Manufacturer	Specification	Model #
53101504			

**Commodity Line Comments:**

**Extended Description:**

Twill Trousers, Women's (Item #10)  
5.11 PDU pant #64304, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Tactical Pant, Cotton, Men's (Item #11)	100.00000	EA	38.000000	3800.00

Comm Code	Manufacturer	Specification	Model #
53101502			

**Commodity Line Comments:**

**Extended Description:**

Tactical Pant, Cotton, Men's (Item #11)  
5.11 Tactical #74251, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Tactical Pant, Cotton, Women's (Item #12)	100.00000	EA	38.000000	3800.00

Comm Code	Manufacturer	Specification	Model #
53101504			

**Commodity Line Comments:**

**Extended Description:**

Tactical Pant, Cotton, Women's (Item #12)  
5.11 Tactical #64358, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Tactical Pant, Ripstop, Men's (Item # 13)	100.00000	EA	38.000000	3800.00

Comm Code	Manufacturer	Specification	Model #
53101502			

Commodity Line Comments:

**Extended Description:**

Tactical Pant, Ripstop, Men's (Item # 13)  
5.11 Tactical Ripstop TDU Pants #74003, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Tactical Pant, Ripstop, Women's (Item #14)	100.00000	EA	39.000000	3900.00

Comm Code	Manufacturer	Specification	Model #
53101504			

Commodity Line Comments:

**Extended Description:**

Tactical Pant, Ripstop, Women's (Item #14)  
5.11 Tactical Ripstop TDU Pants #64359, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Tactical Pant, TacLite Pro or Equal, Men's (Item #15)	50.00000	EA	38.500000	1925.00

Comm Code	Manufacturer	Specification	Model #
53101502			

Commodity Line Comments:

**Extended Description:**

Tactical Pant, TacLite Pro or Equal, Men's (Item #15)  
5.11 TacLite Pro #74273, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Tactical Pant, TacLite Pro or Equal, Women's (Item #16)	50.00000	EA	38.500000	1925.00

Comm Code	Manufacturer	Specification	Model #
53101504			

**Commodity Line Comments:**

**Extended Description:**

Tactical Pant, TacLite Pro or Equal, Women's (Item #16)  
5.11 TacLite Pro #64360, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Tactical Pant, Stryke or equal, Men's (Item #17)	50.00000	EA	55.000000	2750.00

Comm Code	Manufacturer	Specification	Model #
53101502			

**Commodity Line Comments:**

**Extended Description:**

Tactical Pant, Stryke or equal, Men's (Item #17)  
5.11 Tactical Stryke #74369 or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Tactical Pant, Stryke or equal, Women's (Item #18)	75.00000	EA	55.000000	4125.00

Comm Code	Manufacturer	Specification	Model #
53101504			

**Commodity Line Comments:**

**Extended Description:**

Tactical Pant, Stryke or equal, Women's (Item #18)  
5.11 Tactical Stryke #64386 or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Shorts, Men's (Item #19)	50.00000	EA	34.000000	1700.00

Comm Code	Manufacturer	Specification	Model #
53101502			

**Commodity Line Comments:**

**Extended Description:**

Shorts, Men's (Item #19)  
5.11 Taclite Pro #73287, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Shorts, Women's (Item #20)	50.00000	EA	34.000000	1700.00

Comm Code	Manufacturer	Specification	Model #
53101504			

**Commodity Line Comments:**

**Extended Description:**

Shorts, Women's (Item #20)  
5.11 Taclite Pro #63071, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Long Sleeve Shirt, Twill, Men's (Item # 21)	100.00000	EA	42.250000	4225.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Commodity Line Comments:**

**Extended Description:**

Long Sleeve Shirt, Twill, Men's (Item # 21)  
5.11 PDU Class-A Item #72344, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Long Sleeve Shirt, Twill, Women's (Item # 22)	70.00000	EA	43.000000	3010.00

Comm Code	Manufacturer	Specification	Model #
53101604			

**Commodity Line Comments:**

**Extended Description:**

Long Sleeve Shirt, Twill, Women's (Item # 22)  
5.11 PDU Class-A Item #62064, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Long Sleeved Shirt, Poly-Cotton, Men's (Item #23)	75.00000	EA	41.000000	3075.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Commodity Line Comments:**

**Extended Description:**

Long Sleeved Shirt, Poly-Cotton, Men's (Item #23)  
5.11 Taclite Pro #72175, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Long Sleeved Shirt, Poly-Cotton, Women's (Item #24)	50.00000	EA	42.500000	2125.00

Comm Code	Manufacturer	Specification	Model #
53101604			

**Commodity Line Comments:**

**Extended Description:**

Long Sleeved Shirt, Poly-Cotton, Women's (Item #24)  
5.11 Taclite Pro Shirt #62070, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Long Sleeved Shirt, TDU, Men's (Item #25)	100.00000	EA	41.000000	4100.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Commodity Line Comments:**

**Extended Description:**

Long Sleeved Shirt, TDU, Men's (Item #25)  
5.11 Tactical TDU Shirt #72002, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Long Sleeved Shirt, TDU, Women's (Item #26)	75.00000	EA	42.500000	3187.50

Comm Code	Manufacturer	Specification	Model #
53101604			

**Commodity Line Comments:**

**Extended Description:**

Long Sleeved Shirt, TDU, Women's (Item #26)  
5.11 Tactical TDU shirt #62016, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Short Sleeved Shirt, Poly-Cotton, Men's (Item #27)	100.00000	EA	38.500000	3850.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Commodity Line Comments:**

**Extended Description:**

Short Sleeved Shirt, Poly-Cotton, Men's (Item #27)  
5.11 TacLite Pro #71175, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Short Sleeved Shirt, Poly-Cotton, Women's (Item #28)	75.00000	EA	49.990000	3749.25

Comm Code	Manufacturer	Specification	Model #
53101604			

**Commodity Line Comments:**

**Extended Description:**

Short Sleeved Shirt, Poly-Cotton, Women's (Item #28)  
5.11 CDCR Duty Shirt #61022US, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Short Sleeve Shirt, TDU, Men's (Item #29)	100.00000	EA	45.000000	4500.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Commodity Line Comments:**

**Extended Description:**

Short Sleeve Shirt, TDU, Men's (Item #29)  
5.11 TacLite TDU #71339, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Short Sleeve Shirt, TDU, Women's (Item #30)	75.00000	EA	46.000000	3450.00

Comm Code	Manufacturer	Specification	Model #
53101604			

**Commodity Line Comments:**

**Extended Description:**

Short Sleeve Shirt, TDU, Women's (Item #30)  
5.11 TacLite TDU #61025, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Long Sleeve Polo Shirt, Men's & Women's (Item #31)	200.00000	EA	43.000000	8600.00

Comm Code	Manufacturer	Specification	Model #
53101600			

**Commodity Line Comments:**

**Extended Description:**

Long Sleeve Polo Shirt, Men's & Women's (Item #31)  
5.11 Professional Polo #42056, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Short Sleeve Polo Shirt, Cotton, Men's (Item #32)	100.00000	EA	38.000000	3800.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Commodity Line Comments:**

**Extended Description:**

Short Sleeve Polo Shirt, Cotton, Men's (Item #32)  
5.11 Professional Polo #41060, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Short Sleeve Polo Shirt, Cotton, Women's (Item #33)	70.00000	EA	38.000000	2660.00

Comm Code	Manufacturer	Specification	Model #
53101604			

**Commodity Line Comments:**

**Extended Description:**

Short Sleeve Polo Shirt, Cotton, Women's (Item #33)  
5.11 Professional Polo #61166, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Short Sleeve Polo Shirt, Moisture- Wicking, Men's (Item #34)	100.00000	EA	38.000000	3800.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Commodity Line Comments:**

**Extended Description:**

Short Sleeve Polo Shirt, Moisture- Wicking, Men's (Item #34)  
5.11 Tactical Snag-Free Performance Polo, #71049, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	Short Sleeve Polo, Moisture- Wicking, Women's (Item #35)	50.00000	EA	38.000000	1900.00

Comm Code	Manufacturer	Specification	Model #
53101604			

**Commodity Line Comments:**

**Extended Description:**

Short Sleeve Polo, Moisture- Wicking, Women's (Item #35)  
5.11 Tactical Snag-Free Performance Polo, #61165, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	Uniform Cap (Item #36)	100.00000	EA	18.000000	1800.00

Comm Code	Manufacturer	Specification	Model #
53102503			

**Commodity Line Comments:**

**Extended Description:**

Uniform Cap (Item #36)  
5.11 Taclite Uniform Cap #89381, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	Uniform Cap - Summer Mesh (Item #37)	100.00000	EA	19.000000	1900.00

Comm Code	Manufacturer	Specification	Model #
53102503			

**Commodity Line Comments:**

**Extended Description:**

Uniform Cap - Summer Mesh (Item #37)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	Fleece Watch Cap (Item #38)	75.00000	EA	21.000000	1575.00

Comm Code	Manufacturer	Specification	Model #
53102503			

**Commodity Line Comments:**

**Extended Description:**

Fleece Watch Cap (Item #38)  
5.11 Fleece Watch Cap #89250, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	Watch Cap (Item #39)	75.00000	EA	21.000000	1575.00

Comm Code	Manufacturer	Specification	Model #
53102503			

**Commodity Line Comments:**

**Extended Description:**

Watch Cap (Item #39)  
Carhart Acrylic Watch Hat #A18-019, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
40	Boonie Hat (Item #40)	50.00000	EA	26.250000	1312.50

Comm Code	Manufacturer	Specification	Model #
53102503			

**Commodity Line Comments:**

**Extended Description:**

Boonie Hat (Item #40)  
5.11 Boonie Hat Item # 89422, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
41	Leather Belt (Item #41)	100.00000	EA	33.000000	3300.00

Comm Code	Manufacturer	Specification	Model #
53102700			

**Commodity Line Comments:**

**Extended Description:**

Leather Belt (Item #41)  
5.11 Arc Leather Belt #59493, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
42	Web Belt (Item #42)	100.00000	EA	12.500000	1250.00

Comm Code	Manufacturer	Specification	Model #
53102700			

**Commodity Line Comments:**

**Extended Description:**

Web Belt (Item #42)  
5.11 TDU belt #59551, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
43	Necktie-Clip-on (Item #43)	50.00000	EA	4.500000	225.00

Comm Code	Manufacturer	Specification	Model #
53102700			

**Commodity Line Comments:**

**Extended Description:**

Necktie-Clip-on (Item #43)  
Samuel Broome Style #90010, or equal

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 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 §5A-3-10a, 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:**

**"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.

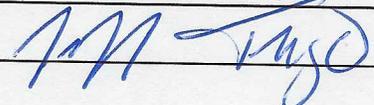
**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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 exceeds 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: Witmer Public Safety Group, Inc.

Authorized Signature:  Date: 03/01/2022

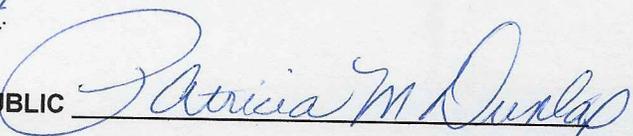
State of Pennsylvania

County of Chester, to-wit:

Taken, subscribed, and sworn to before me this 1 day of March, 2022.

My Commission expires June 5, 2024.

**AFFIX SEAL HERE**  
Commonwealth of Pennsylvania - Notary Seal  
Patricia M. Dunlap, Notary Public  
Lancaster County  
My commission expires June 5, 2024  
Commission number 1242602  
Member, Pennsylvania Association of Notaries

**NOTARY PUBLIC** 

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Witmer Public Safety Group, Inc Address: 104 Independence Way  
Coatesville PA 19320

Name of Authorized Agent: Will Saul Address: 4713 Sanders Dr. Roanoke, VA 24019

Contract Number: CRFQ0313DEP2200000031 Contract Description: DEP Uniforms

Governmental agency awarding contract: WV DEP

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

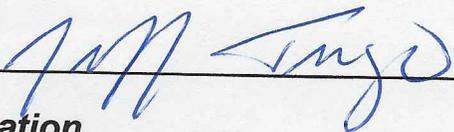
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Ruth E. Witmer 151 Lenox Lane Downingtown PA 19335

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

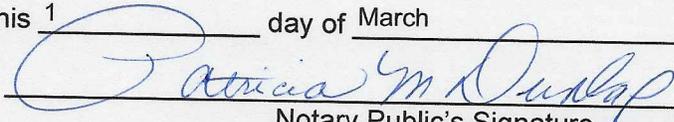
Signature:  Date Signed: 03/01/2022

**Notary Verification**

State of Pennsylvania, County of Chester

I, Jeff Trego, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 1 day of March, 2022.

  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

Commonwealth of Pennsylvania - Notary Seal  
Patricia M. Dunlap, Notary Public  
Lancaster County  
My commission expires June 5, 2024  
Commission number 1242602

Member, Pennsylvania Association of Notaries  
Revised June 8, 2018



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Centralized Request for Quote

<b>Proc Folder:</b> 1002075			<b>Reason for Modification:</b>
<b>Doc Description:</b> DEP Uniforms			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-02-11	2022-03-02 13:30	CRFQ 0313 DEP2200000031	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** Witmer Public Safety Group Inc.

**Address :** 104

**Street :** Independence Way

**City :** Coatesville

**State :** PA

**Country :** USA

**Zip :** 19320

**Principal Contact :** Will Saul

**Vendor Contact Phone:** 540-354-5440

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

**Vendor Signature X** *Will Saul*

**FEIN#** 23-2383776

**DATE** 03/01/2022

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection (WV DEP) to establish an open end contract for Uniform Clothing Items per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Parka (Item #1)	75.00000	EA	\$195.00	\$14,625.00

Comm Code	Manufacturer	Specification	Model #
53101800			

**Extended Description:**  
Parka (Item 1)  
5.11 Aggressor #48032, or equal.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Weatherproof Waist Length 5 in 1 Jacket (Item #2)	100.00000	EA	\$217.00	\$21,700.00

Comm Code	Manufacturer	Specification	Model #
46181543			

**Extended Description:**  
Weatherproof Waist Length 5 in 1 Jacket (Item #2)  
5.11 Tactical 5-in-1 #48017, or equal.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Tactical Vest (Item #3)	100.00000	EA	\$69.50	\$6,950.00

Comm Code	Manufacturer	Specification	Model #
46181507			

**Extended Description:**  
Tactical Vest (Item #3)  
5.11 Taclite Pro #80008, or equal.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Tactical Hooded Sweatshirt (Item #4)	100.00000	EA	\$85.00	\$8,500.00

Comm Code	Manufacturer	Specification	Model #
53101700			

**Extended Description:**  
Tactical Hooded Sweatshirt (Item #4)  
Vertx Firebase Hoody #VTX8837, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Rain Jacket, Men's (Item #5)	50.00000	EA	\$98.25	\$4,912.50

Comm Code	Manufacturer	Specification	Model #
46181543			

**Extended Description:**  
Rain Jacket, Men's (Item #5)  
5.11 Tac Dry Rain Shell #48098, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Rain Pants, Men's (Item #6)	40.00000	EA	\$69.00	\$2,760.00

Comm Code	Manufacturer	Specification	Model #
46181544			

**Extended Description:**  
Rain Pants, Men's (Item #6)  
5.11 Patrol Rain pant #48057, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Rain Jacket, Women's (Item #7)	40.00000	EA	63.00	\$2,520.00

Comm Code	Manufacturer	Specification	Model #
46181543			

**Extended Description:**

Rain Jacket, Women's (Item #7)  
Columbia Arcadia rain jacket #1534111, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Rain Pants, Women's (Item #8)	30.00000	EA	\$33.50	\$1,005.00

Comm Code	Manufacturer	Specification	Model #
46181544			

**Extended Description:**

Rain Pants, Women's (Item #8)  
Port Authority Torrent Waterproof Pant #PT333, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Twill Trousers, Men's (Item #9)	100.00000	EA	\$44.00	\$4,400.00

Comm Code	Manufacturer	Specification	Model #
53101502			

**Extended Description:**  
Twill Trousers, Men's (Item #9)  
5.11 PDU pant #74338, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Twill Trousers, Women's (Item #10)	100.00000	EA	\$44.00	\$,400.00

Comm Code	Manufacturer	Specification	Model #
53101504			

**Extended Description:**  
Twill Trousers, Women's (Item #10)  
5.11 PDU pant #64304, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Tactical Pant, Cotton, Men's (Item #11)	100.00000	EA	\$38.00	\$3,800.00

Comm Code	Manufacturer	Specification	Model #
53101502			

**Extended Description:**  
Tactical Pant, Cotton, Men's (Item #11)  
5.11 Tactical #74251, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Tactical Pant, Cotton, Women's (Item #12)	100.00000	EA	\$38.00	\$3,800.00

Comm Code	Manufacturer	Specification	Model #
53101504			

**Extended Description:**  
Tactical Pant, Cotton, Women's (Item #12)  
5.11 Tactical #64358, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Tactical Pant, Ripstop, Men's (Item # 13)	100.00000	EA	\$38.00	\$3,800.00

Comm Code	Manufacturer	Specification	Model #
53101502			

**Extended Description:**

Tactical Pant, Ripstop, Men's (Item # 13)  
5.11 Tactical Ripstop TDU Pants #74003, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Tactical Pant, Ripstop, Women's (Item #14)	100.00000	EA	\$39.00	\$3,900.00

Comm Code	Manufacturer	Specification	Model #
53101504			

**Extended Description:**

Tactical Pant, Ripstop, Women's (Item #14)  
5.11 Tactical Ripstop TDU Pants #64359, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Tactical Pant, TacLite Pro or Equal, Men's (Item #15)	50.00000	EA	\$38.50	\$1,925.00

Comm Code	Manufacturer	Specification	Model #
53101502			

**Extended Description:**  
Tactical Pant, TacLite Pro or Equal, Men's (Item #15)  
5.11 TacLite Pro #74273, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Tactical Pant, TacLite Pro or Equal, Women's (Item #16)	50.00000	EA	\$38.50	\$1,925.00

Comm Code	Manufacturer	Specification	Model #
53101504			

**Extended Description:**  
Tactical Pant, TacLite Pro or Equal, Women's (Item #16)  
5.11 TacLite Pro #64360, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Tactical Pant, Stryke or equal, Men's (Item #17)	50.00000	EA	\$55.00	\$2,750.00

Comm Code	Manufacturer	Specification	Model #
53101502			

**Extended Description:**  
Tactical Pant, Stryke or equal, Men's (Item #17)  
5.11 Tactical Stryke #74369 or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Tactical Pant, Stryke or equal, Women's (Item #18)	75.00000	EA	\$55.00	\$4,125.00

Comm Code	Manufacturer	Specification	Model #
53101504			

**Extended Description:**  
Tactical Pant, Stryke or equal, Women's (Item #18)  
5.11 Tactical Stryke #64386 or equal

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Shorts, Men's (Item #19)	50.00000	EA	\$34.00	\$1,700.00

Comm Code	Manufacturer	Specification	Model #
53101502			

**Extended Description:**  
Shorts, Men's (Item #19)  
5.11 Taclite Pro #73287, or equal

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Shorts, Women's (Item #20)	50.00000	EA	\$34.00	\$1,700.00

Comm Code	Manufacturer	Specification	Model #
53101504			

**Extended Description:**  
Shorts, Women's (Item #20)  
5.11 Taclite Pro #63071, or equal

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Long Sleeve Shirt, Twill, Men's (Item # 21)	100.00000	EA	\$42.25	\$4,225.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Extended Description:**  
 Long Sleeve Shirt, Twill, Men's (Item # 21)  
 5.11 PDU Class-A Item #72344, or equal

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Long Sleeve Shirt, Twill, Women's (Item # 22)	70.00000	EA	\$43.00	\$3,010.00

Comm Code	Manufacturer	Specification	Model #
53101604			

**Extended Description:**  
 Long Sleeve Shirt, Twill, Women's (Item # 22)  
 5.11 PDU Class-A Item #62064, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Long Sleeved Shirt, Poly-Cotton, Men's (Item #23)	75.00000	EA	\$41.00	\$2,870.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Extended Description:**  
 Long Sleeved Shirt, Poly-Cotton, Men's (Item #23)  
 5.11 Taclite Pro #72175, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Long Sleeved Shirt, Poly-Cotton, Women's (Item #24)	50.00000	EA	\$42.50	\$2,125.00

Comm Code	Manufacturer	Specification	Model #
53101604			

**Extended Description:**  
 Long Sleeved Shirt, Poly-Cotton, Women's (Item #24)  
 5.11 Taclite Pro Shirt #62070, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Long Sleeved Shirt, TDU, Men's (Item #25)	100.00000	EA	\$41.00	\$4,100.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Extended Description:**

Long Sleeved Shirt, TDU, Men's (Item #25)  
5.11 Tactical TDU Shirt #72002, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Long Sleeved Shirt, TDU, Women's (Item #26)	75.00000	EA	\$42.50	\$3,187.50

Comm Code	Manufacturer	Specification	Model #
53101604			

**Extended Description:**

Long Sleeved Shirt, TDU, Women's (Item #26)  
5.11 Tactical TDU shirt #62016, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Short Sleeved Shirt, Poly-Cotton, Men's (Item #27)	100.00000	EA	\$38.50	\$3,850.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Extended Description:**

Short Sleeved Shirt, Poly-Cotton, Men's (Item #27)  
5.11 TacLite Pro #71175, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Short Sleeved Shirt, Poly-Cotton, Women's (Item #28)	75.00000	EA	\$49.99	\$3,749.25

Comm Code	Manufacturer	Specification	Model #
53101604			

**Extended Description:**

Short Sleeved Shirt, Poly-Cotton, Women's (Item #28)  
5.11 CDCR Duty Shirt #61022US, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Short Sleeve Shirt, TDU, Men's (Item #29)	100.00000	EA	\$45.00	\$4,500.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Extended Description:**

Short Sleeve Shirt, TDU, Men's (Item #29)  
5.11 TacLite TDU #71339, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Short Sleeve Shirt, TDU, Women's (Item #30)	75.00000	EA	\$46.00	\$3,450.00

Comm Code	Manufacturer	Specification	Model #
53101604			

**Extended Description:**

Short Sleeve Shirt, TDU, Women's (Item #30)  
5.11 TacLite TDU #61025, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Long Sleeve Polo Shirt, Men's & Women's (Item #31)	200.00000	EA	\$43.00	\$8,600.00

Comm Code	Manufacturer	Specification	Model #
53101600			

**Extended Description:**  
 Long Sleeve Polo Shirt, Men's & Women's (Item #31)  
 5.11 Professional Polo #42056, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Short Sleeve Polo Shirt, Cotton, Men's (Item #32)	100.00000	EA	\$38.00	\$3,800.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Extended Description:**  
 Short Sleeve Polo Shirt, Cotton, Men's (Item #32)  
 5.11 Professional Polo #41060, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Short Sleeve Polo Shirt, Cotton, Women's (Item #33)	70.00000	EA	\$38.00	\$2,660.00

Comm Code	Manufacturer	Specification	Model #
53101604			

**Extended Description:**  
Short Sleeve Polo Shirt, Cotton, Women's (Item #33)  
5.11 Professional Polo #61166, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Short Sleeve Polo Shirt, Moisture- Wicking, Men's (Item #34)	100.00000	EA	\$38.00	\$3,800.00

Comm Code	Manufacturer	Specification	Model #
53101602			

**Extended Description:**  
Short Sleeve Polo Shirt, Moisture- Wicking, Men's (Item #34)  
5.11 Tactical Snag-Free Performance Polo, #71049, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Short Sleeve Polo, Moisture- Wicking, Women's (Item #35)	50.00000	EA	\$38.00	\$1,900.00

Comm Code	Manufacturer	Specification	Model #
53101604			

**Extended Description:**  
Short Sleeve Polo, Moisture- Wicking, Women's (Item #35)  
5.11 Tactical Snag-Free Performance Polo, #61165, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Uniform Cap (Item #36)	100.00000	EA	\$18.00	\$1,800.00

Comm Code	Manufacturer	Specification	Model #
53102503			

**Extended Description:**  
Uniform Cap (Item #36)  
5.11 Taclite Uniform Cap #89381, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Uniform Cap - Summer Mesh (Item #37)	100.00000	EA	\$19.00	\$1,900.00

Comm Code	Manufacturer	Specification	Model #
53102503			

**Extended Description:**  
Uniform Cap - Summer Mesh (Item #37)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Fleece Watch Cap (Item #38)	75.00000	EA	\$21.00	\$1,575.00

Comm Code	Manufacturer	Specification	Model #
53102503			

**Extended Description:**  
Fleece Watch Cap (Item #38)  
5.11 Fleece Watch Cap #89250, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Watch Cap (Item #39)	75.00000	EA	\$21.00	\$1,575.00

Comm Code	Manufacturer	Specification	Model #
53102503			

**Extended Description:**  
 Watch Cap (Item #39)  
 Carhart Acrylic Watch Hat #A18-019, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Boonie Hat (Item #40)	50.00000	EA	\$26.25	\$1,312.5-

Comm Code	Manufacturer	Specification	Model #
53102503			

**Extended Description:**  
 Boonie Hat (Item #40)  
 5.11 Boonie Hat Item # 89422, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	Leather Belt (Item #41)	100.00000	EA	\$33.00	\$3,300.00

Comm Code	Manufacturer	Specification	Model #
53102700			

**Extended Description:**  
Leather Belt (Item #41)  
5.11 Arc Leather Belt #59493, or equal

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	Web Belt (Item #42)	100.00000	EA	\$12.50	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
53102700			

**Extended Description:**  
Web Belt (Item #42)  
5.11 TDU belt #59551, or equal

INVOICE TO	SHIP TO
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ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
43	Necktie-Clip-on (Item #43)	50.00000	EA	\$4.50	\$225.00

Comm Code	Manufacturer	Specification	Model #
53102700			

**Extended Description:**  
 Necktie-Clip-on (Item #43)  
 Samuel Broome Style #90010, or equal

SCHEDULE OF EVENTS
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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## 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.

**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 **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.

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  
Revised 02/08/2022

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.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email:

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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 Purchasing Division.:

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal (“RFP”) Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. 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.

**9. 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.

**10. 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 standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. 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.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 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 maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A 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 advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed 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 are 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 remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, 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.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**24. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

## GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

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

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

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

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_  
\_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division 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. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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:** Contract Term specified in \_\_\_\_\_

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

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

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

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

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

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

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

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division 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 delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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 Purchasing Division 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.

**8. 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 that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

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

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

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

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. 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.

**13. 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.

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

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and 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.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

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

**19. CANCELLATION:** The Purchasing Division Director 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 Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. 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.

**22. 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.

**SUBCONTRACTOR COMPLIANCE:** 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.

**24. 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. 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, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. 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.

**29. 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.

**30. 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>.

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a 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.

**34. 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.

**35. 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.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. 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.

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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

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

Will Saul Sales  
(Name, Title)  
Will Saul Sales  
(Printed Name and Title)  
1614 Ownby Ln Richmond, Va 23220  
(Address)  
540-354-5440 / 804-267-3424  
(Phone Number) / (Fax Number)  
wsaul@officerstore.com  
(email address)

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

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

Witmer Public Safety Group Inc  
(Company)

Will Saul Sales  
(Authorized Signature) (Representative Name, Title)

Will Saul Sales  
(Printed Name and Title of Authorized Representative)

03/01/2022  
(Date)

540-354-5440 804-267-3424  
(Phone Number) (Fax Number)

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 Numbers Received:

*(Check the box next to each addendum received)*

- |                                         |                                          |
|-----------------------------------------|------------------------------------------|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Witmer Public Safety Group Inc

\_\_\_\_\_  
Company

*Will Saul*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

REQUEST FOR QUOTATION  
DEP Uniforms

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection (WV DEP) to establish an open-end contract for Uniform Clothing Items.

This was previously advertised as CRFQ DEP1800000016, solicitation opened on 03/14/2018. Bid results may be viewed at:

<http://www.state.wv.us/admin/purchase/Bids/FY2018/BO20180314.html>

The current contract expires on 04/30/2022.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

**2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

**2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS, and used to evaluate the Solicitation responses.

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

**2.4 “oz”** means ounce as it pertains to the weight of fabric.

**2.5 “in.”** or the ” symbol after a number means inches.

**2.6 “WV DEP”** and **“Agency”** refer to the West Virginia Department of Environmental Protection.

**2.7 “F.O.B destination”** means Free On Board and the vendor retains liability for the items until they reach the Agency’s location.

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.1.1 Parka (Item #1)**

**3.1.1.1** 5.11 Aggressor #48032, or equal.

**3.1.1.2** Must be waterproof, breathable fabric.

REQUEST FOR QUOTATION  
**DEP Uniforms**

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- 3.1.1.3 Must have removable fleece lining.
- 3.1.1.4 Must have removable and stowable hood.
- 3.1.1.5 The DEP logo shall be silkscreened on the front left removable ID panel. (see item 3.3)
- 3.1.1.6 Color shall be Tundra or equal.
- 3.1.1.7 Sizes shall be available in XS-4XL.
  - 3.1.1.7.1 Should be available in 5XL.

**3.1.2 Weatherproof Waist Length 5 in 1 Jacket (Item #2)**

- 3.1.2.1 5.11 Tactical 5-in-1 Jacket #48017, or equal.
- 3.1.2.2 Must have a heavy-duty front zipper and storm flap.
- 3.1.2.3 Must be waterproof, breathable outside fabric.
- 3.1.2.4 Must have a wind resistant fleece liner.
- 3.1.2.5 Sleeves must be removable to form a vest.
- 3.1.2.6 The DEP logo shall be silkscreened on the front left removable id panel (see item 3.3) of the outer jacket.
- 3.1.2.7 The DEP logo shall be embroidered in green and gold thread on the front left breast (see item 3.3) on the outside of the fleece vest liner.
- 3.1.2.8 Color shall be Forest Green, or equal, or Black.
- 3.1.2.9 Sizes shall be available in XS-4XL.
  - 3.1.2.9.1 Should be available in long/tall sizes.
  - 3.1.2.9.2 Should be available in 5XL.

**3.1.3 Tactical Vest (Item #3)**

- 3.1.3.1 5.11 Taclite Pro #80008, or equal.
- 3.1.3.2 Must be poly/cotton ripstop fabric, Teflon coated, or equal.
- 3.1.3.3 Must have full-zip and snap front closure.
- 3.1.3.4 Shall have WV DEP uniform patch affixed to the left breast (see item 3.2).
- 3.1.3.5 Color shall be OD Green, or equal, or Black.
- 3.1.3.6 Sizes shall be available in S-3XL.
  - 3.1.3.6.1 Should be available in XS, 4XL and 5XL.

**3.1.4 Tactical Hooded Sweatshirt (Item #4)**

- 3.1.4.1 Vertx Firebase Hoody #VTX8837, or equal.
- 3.1.4.2 Fabric shall be polyester/spandex blend or equal to allow for movement, stretch and layering.
- 3.1.4.3 Must be full zip front closure.
- 3.1.4.4 Must have hood.
- 3.1.4.5 Should be raglan style sleeve construction.
- 3.1.4.6 Shall have at least 2 outer pockets on the sides.

REQUEST FOR QUOTATION  
DEP Uniforms

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**3.1.4.6.1** Should have at least one internal pocket.

**3.1.4.7** Must have removable shoulder patch area for attachment of DEP logo patch. (See 3.2)

**3.1.4.8** Color shall be black.

**3.1.4.9** Sizes shall be S-2XL.

**3.1.4.9.1** Should be available in XS, 3XL, 4XL and 5XL.

**3.1.4.9.2** Should be available in long/tall sizes.

**3.1.5 Rain Jacket, Men's (Item #5)**

**3.1.5.1** 5.11 Tac Dry Rain Shell #48098, or equal.

**3.1.5.2** Must be 100% seam sealed nylon.

**3.1.5.3** Must be waterproof, breathable fabric.

**3.1.5.4** Must have hook & loop fastener or elastic cuffs.

**3.1.5.5** Must have front zipper with storm flap.

**3.1.5.6** The DEP logo shall be silkscreened on the pull-out id panel.

**3.1.5.7** Color shall be Forest Green, or equal, or black.

**3.1.5.8** Sizes shall be available in S-3XL.

**3.1.5.8.1** Should be available is XS, 4XL and 5XL.

**3.1.5.8.2** Should be available in tall/long sizes.

**3.1.6 Rain Pants, Men's (Item #6)**

**3.1.6.1** 5.11 Patrol Rain pant #48057, or equal.

**3.1.6.2** Must be waterproof, breathable fabric.

**3.1.6.3** Must have an elasticized waistband.

**3.1.6.4** Must have cargo pockets at each thigh.

**3.1.6.5** Color shall be Forest Green, or equal, or black.

**3.1.6.6** Sizes shall be available in S-3XL.

**3.1.6.6.1** Should be available in XS, 4XL and 5XL.

**3.1.6.6.2** Should be available in tall/long sizes.

**3.1.7 Rain Jacket, Women's (Item #7)**

**3.1.7.1** Columbia Arcadia rain jacket #1534111, or equal.

**3.1.7.2** Must be 100% nylon fabric.

**3.1.7.3** Must be waterproof, breathable fabric.

**3.1.7.4** Must have a front zipper.

**3.1.7.5** Must have a hood.

**3.1.7.6** Color shall be black.

**3.1.7.7** Sizes shall be available in S-2XL.

**3.1.7.7.1** Should be available is XS, 4XL and 5XL.

**3.1.7.7.2** Should be available in tall/long sizes.

**3.1.8 Rain Pant, Women's (Item #8)**

REQUEST FOR QUOTATION  
DEP Uniforms

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- 3.1.8.1 Port Authority Torrent Waterproof Pant #PT333, or equal.
- 3.1.8.2 Must be 100% nylon fabric.
- 3.1.8.3 Must be waterproof, breathable fabric.
- 3.1.8.4 Must have drawcord or elastic adjustable waist.
- 3.1.8.5 Color shall be black.
- 3.1.8.6 Sizes shall be available in XS-4XL.
  - 3.1.8.6.1 Should be available in long/tall sizes.
  - 3.1.8.6.2 Should be available in 5XL.

**3.1.9 Twill Trousers, Men's (Item #9)**

- 3.1.9.1 5.11 PDU pant #74338, or equal.
- 3.1.9.2 Must be poly/cotton twill fabric, Teflon coated, or equal.
- 3.1.9.3 Must have bar tacking at all stress points.
- 3.1.9.4 Must have flat front design.
- 3.1.9.5 Must have a self-adjusting tunnel waistband.
- 3.1.9.6 Must be machine washable.
- 3.1.9.7 Color shall be Sheriff Green or equal.
- 3.1.9.8 Sizes shall be available in 30"-54".
  - 3.1.9.8.1 Sizes over 36" shall be even sizes.
  - 3.1.9.8.2 Should be available up to size 60".
  - 3.1.9.8.3 Should be available in tall/long sizes.

**3.1.10 Twill Trousers, Women's (Item #10)**

- 3.1.10.1 5.11 PDU pant #64304, or equal.
- 3.1.10.2 Must be poly/cotton twill fabric, Teflon coated, or equal.
- 3.1.10.3 Must have bar tacking at all stress points.
- 3.1.10.4 Must have flat front design.
- 3.1.10.5 Must have a self-adjusting tunnel waistband.
- 3.1.10.6 Must be machine washable.
- 3.1.10.7 Color shall be Sheriff Green or equal.
- 3.1.10.8 Sizes shall be available in 2-20 (even sizes).
  - 3.1.10.8.1 Should also be available in long/tall sizes.
  - 3.1.10.8.2 Should also be available in sizes 22-28.

**3.1.11 Tactical Pant, Cotton, Men's (Item #11)**

- 3.1.11.1 5.11 Tactical #74251, or equal.
- 3.1.11.2 The fabric shall be a minimum 8.5 oz 100% cotton.
- 3.1.11.3 Must have minimum of five (5) pockets including two cargo pockets.
- 3.1.11.4 Must have double thick seat and knees.
- 3.1.11.5 Must be machine wash and dry.
- 3.1.11.6 Must have bartacks in high stress areas.

REQUEST FOR QUOTATION  
DEP Uniforms

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- 3.1.11.7 Color shall be OD green or equal.
- 3.1.11.8 Sizes shall be available in 28"-44" (even sizes) with inseams of 30", 32", 34" and 36"
  - 3.1.11.8.1 Should be available in tall/long
  - 3.1.11.8.2 Should be available in even sizes up to 54".

**3.1.12 Tactical Pant, Cotton, Women's (Item #12)**

- 3.1.12.1 5.11 Tactical #64358, or equal.
- 3.1.12.2 The fabric shall be a minimum 8.5 oz 100% cotton.
- 3.1.12.3 Must have minimum of five (5) pockets including two cargo pockets.
- 3.1.12.4 Must have double thick seat and knees.
- 3.1.12.5 Must be machine wash and dry.
- 3.1.12.6 Must have heavy-duty bartacks in high stress areas.
- 3.1.12.7 Color shall be OD Green, khaki or equal.
- 3.1.12.8 Sizes shall be 0-20 (even sizes).
  - 3.1.12.8.1 Should also be available in short and long/tall sizes.
  - 3.1.12.8.2 Should also be available in sizes 22-28.

**3.1.13 Tactical Pant, Ripstop, Men's (Item #13)**

- 3.1.13.1 5.11 Tactical Ripstop TDU Pants #74003, or equal.
- 3.1.13.2 The fabric shall be a minimum 7.5 oz poly/cotton ripstop with finish to repel moisture and dirt.
- 3.1.13.3 Must have a minimum of five (5) pockets including two cargo pockets.
- 3.1.13.4 Must have double thick seat and knees.
- 3.1.13.5 Must be machine wash and dry.
- 3.1.13.6 Color shall be TDU green or equal.
- 3.1.13.7 Sizes shall be available in XS-4XL (26"-54").
  - 3.1.13.7.1 Should be available in short and tall/long.
  - 3.1.13.7.2 Should be available in 5XL.

**3.1.14 Tactical Pant, Ripstop, Women's (Item #14)**

- 3.1.14.1 5.11 Tactical Ripstop TDU Pants #64359, or equal.
- 3.1.14.2 The fabric shall be a minimum 7.5 oz poly/cotton ripstop with finish to repel moisture and dirt.
- 3.1.14.3 Must have a minimum of five (5) pockets including two cargo pockets.
- 3.1.14.4 Must have double thick seat and knees.
- 3.1.14.5 Must be machine wash and dry.
- 3.1.14.6 Color shall be TDU green or equal.
  - Sizes shall be available in 2 – 20 (even sizes) with inseams of 30", 32", 34" and 36".

REQUEST FOR QUOTATION  
DEP Uniforms

---

**3.1.14.6.1** Should also be available in short and long/tall sizes

**3.1.14.6.2** Should also be available in sizes 22-28.

**3.1.15 Tactical Pant, TacLite Pro or Equal, Men's (Item #15)**

**3.1.15.1** 5.11 TacLite Pro #74273, or equal.

**3.1.15.2** The fabric shall be a minimum 6.14 oz Taclite poly/cotton ripstop, or equal, wrinkle resistant with finish to repel moisture and dirt.

**3.1.15.3** Must have a minimum of five (5) pockets including two cargo pockets.

**3.1.15.4** Must have expandable waistband.

**3.1.15.5** Must have double thick seat and knees.

**3.1.15.6** Must be machine wash and dry.

**3.1.15.7** Color shall be TDU green or equal.

**3.1.15.8** Sizes shall be available in 28"-54" (even sizes) with inseams of 30", 32", 34", 36".

**3.1.15.8.1** Should also be available in short and long/tall sizes.

**3.1.16 Tactical Pant, TacLite Pro or Equal, Women's (Item #16)**

**3.1.16.1** 5.11 TacLite Pro #64360, or equal.

**3.1.16.2** The fabric shall be a minimum 6.14 oz Taclite poly/cotton ripstop, or equal wrinkle resistant with finish to repel moisture and dirt.

**3.1.16.3** Must have a minimum of five (5) pockets including two cargo pockets.

**3.1.16.4** Must have expandable waistband.

**3.1.16.5** Must have double thick seat and knees.

**3.1.16.6** Must be machine wash and dry.

**3.1.16.7** Color shall be TDU green or equal.

**3.1.16.8** Sizes shall be available in 0-20 (even sizes).

**3.1.16.8.1** Length shall be available in short and long/tall sizes.

**3.1.16.8.2** Should also be available in even sizes 22-28.

**3.1.17 Tactical Pant, Stryke or equal, Men's (Item #17)**

**3.1.17.1** 5.11 Tactical Stryke #74369 or equal.

**3.1.17.2** The fabric shall be a minimum 6.76 or 6.8 oz poly/cotton ripstop with flexibility and finish to repel moisture and dirt.

**3.1.17.3** Must have articulated knees.

**3.1.17.4** Must have double thick seat and knees.

**3.1.17.5** Must have at least six (6) pockets including cargo, side and back.

**3.1.17.6** Must have bartacking at major seams and high stress areas.

**3.1.17.7** Must have self-adjusting waist band.

**3.1.17.8** Color shall be TDU green or equal.

REQUEST FOR QUOTATION  
DEP Uniforms

---

**3.1.17.9** Sizes shall be available in 28"-54" (even sizes) with inseams of 30", 32", 34", 36".

**3.1.17.9.1** Should be available in short and long/tall sizes.

**3.1.18 Tactical Pant, Stryke or equal, Women's (Item #18)**

**3.1.18.1** 5.11 Tactical Stryke #64386 or equal.

**3.1.18.2** The fabric shall be a minimum 6.76 or 6.8 oz poly/cotton ripstop with flexibility and finish to repel moisture and dirt.

**3.1.18.3** Must have articulated knees.

**3.1.18.4** Must have double thick seat and knees.

**3.1.18.5** Must have at least six (6) pockets including cargo, side and back.

**3.1.18.6** Must have bartacking at major seams and high stress areas.

**3.1.18.7** Must have self-adjusting waist band.

**3.1.18.8** Color shall be TDU green or equal.

**3.1.18.9** Sizes shall be available in 0-20 (even sizes).

**3.1.18.9.1** Should be available in short and long/tall sizes.

**3.1.18.9.2** Should be available in even sizes 22-28.

**3.1.19 Shorts, Men's (Item #19)**

**3.1.19.1** 5.11 Taclite Pro #73287, or equal.

**3.1.19.2** The fabric shall be a minimum 6.14 oz Taclite poly/cotton ripstop, or equal.

**3.1.19.3** Must have a locking flange zipper with snap closure.

**3.1.19.4** Must have a minimum of three (3) thigh-mounted utility pockets.

**3.1.19.5** Color shall be TDU Green, or equal.

**3.1.19.6** Sizes shall be available in 28"-44" (even sizes).

**3.1.19.6.1** Should be available in even sizes 46"-54".

**3.1.20 Shorts, Women's (Item #20)**

**3.1.20.1** 5.11 Taclite Pro #63071, or equal.

**3.1.20.2** The fabric shall be a minimum 6.14 oz Taclite poly/cotton ripstop, or equal.

**3.1.20.3** Must have a locking flange zipper with snap closure.

**3.1.20.4** Must have a minimum of three (3) thigh-mounted utility pockets.

**3.1.20.5** Color shall be TDU green or equal.

**3.1.20.6** Sizes shall be available in 2-20 (even sizes).

**3.1.20.6.1** Should also be available in even sizes 22-28.

**3.1.21 Long Sleeve Shirt, Twill, Men's (Item # 21)**

REQUEST FOR QUOTATION  
**DEP Uniforms**

---

- 3.1.21.1** 5.11 PDU Class-A Item #72344, or equal.
- 3.1.21.2** The fabric shall be a minimum 5.78 oz poly/cotton twill fabric.
- 3.1.21.3** Shirt must have name badge support.
- 3.1.21.4** Shall have WV DEP uniform patch affixed (see item 3.2).
- 3.1.21.5** Shirt must have permanent creases.
- 3.1.21.6** Color shall be silver tan or equal.
- 3.1.21.7** Sizes shall be available in S-6XL.
  - 3.1.21.7.1** Should be also available in short and long/tall sizes.

**3.1.22 Long Sleeve Shirt, Twill, Women's (Item # 22)**

- 3.1.22.1** 5.11 PDU Class-A Item #62064, or equal.
- 3.1.22.2** The fabric shall be a minimum 5.78 oz poly/cotton twill fabric.
- 3.1.22.3** Shirt must have name badge support.
- 3.1.22.4** Shall have WV DEP uniform patch affixed (see item 3.2).
- 3.1.22.5** Shirt must have permanent creases.
- 3.1.22.6** Color shall be silver tan or equal.
- 3.1.22.7** Sizes shall be available in XS-2XL.
  - 3.1.22.7.1** Should also be available in short and long/tall sizes.
  - 3.1.22.7.2** Should also be available in 3XL, 4XL and 5XL.

**3.1.23 Long Sleeved Shirt, Poly-Cotton, Men's (Item #23)**

- 3.1.23.1** 5.11 Taclite Pro #72175, or equal.
- 3.1.23.2** The fabric shall be a minimum 4 oz Taclite poly/cotton Ripstop, or equal.
- 3.1.23.3** Must have long sleeves with adjustable cuffs and sleeve keeper.
- 3.1.23.4** Must have twin chest pockets with pen slots.
- 3.1.23.5** Shall have WV DEP uniform patch affixed (see item 3.2).
- 3.1.23.6** Color shall be khaki.
- 3.1.23.7** Sizes shall be available in XS-5XL.
  - 3.1.23.7.1** Should be available in short and long/tall sizes.

**3.1.24 Long Sleeved Shirt, Poly-Cotton, Women's (Item #24)**

- 3.1.24.1** 5.11 Taclite Pro Shirt #62070, or equal.
- 3.1.24.2** The fabric shall be a minimum 4 oz Taclite poly/cotton Ripstop, or equal.
- 3.1.24.3** Must have long sleeves with adjustable cuffs and sleeve keeper.
- 3.1.24.4** Must have twin chest pockets with pen slots.
- 3.1.24.5** Shall have WV DEP uniform patch affixed (see item 3.2).

REQUEST FOR QUOTATION  
DEP Uniforms

---

- 3.1.24.6 Color shall be khaki.
- 3.1.24.7 Sizes shall be available in S-2XL.
  - 3.1.24.7.1 Should be available in XS, 3XL, 4XL, and 5XL.
  - 3.1.24.7.2 Should be available in short and long/tall sizes.

**3.1.25 Long Sleeved Shirt, TDU, Men's (Item #25)**

- 3.1.25.1 5.11 Tactical TDU Shirt #72002, or equal.
- 3.1.25.2 The fabric shall be a minimum 6 oz poly/cotton ripstop fabric.
- 3.1.25.3 Must have long sleeves.
- 3.1.25.4 Triple-stitch construction.
- 3.1.25.5 Bi-swing shoulder for a wide range of motion.
- 3.1.25.6 Teflon, or equal, treated for stain and soil resistance.
- 3.1.25.7 Triple-stitch construction.
- 3.1.25.8 Shall have WV DEP uniform patch affixed (see item 3.2).
- 3.1.25.9 Color shall be khaki.
- 3.1.25.10 Sizes shall be available in S-5XL.
  - 3.1.25.10.1 Should be available in short and long/tall sizes.

**3.1.26 Long Sleeved Shirt, TDU, Women's (Item #26)**

- 3.1.26.1 5.11 Tactical TDU shirt #62016, or equal.
- 3.1.26.2 The fabric shall be a minimum 4 oz poly/cotton ripstop.
- 3.1.26.3 Must have long sleeves.
- 3.1.26.4 Triple-stitch construction.
- 3.1.26.5 Bi-swing shoulder for a wide range of motion.
- 3.1.26.6 Teflon, or equal, treated for stain and soil resistance.
- 3.1.26.7 Triple-stitch construction.
- 3.1.26.8 Shall have WV DEP uniform patch affixed (see item 3.2).
- 3.1.26.9 Color shall be khaki.
- 3.1.26.10 Sizes shall be available in S-2XL.
  - 3.1.26.10.1 Should be available in XS, 3XL, 4XL and 5XL.
  - 3.1.26.10.2 Should be available in short and long/tall sizes.

**3.1.27 Short Sleeved Shirt, Poly-Cotton, Men's (Item #27)**

- 3.1.27.1 5.11 TacLite Pro #71175, or equal.
- 3.1.27.2 The fabric shall be a minimum 4 oz Taclite poly/cotton ripstop, or equal.
- 3.1.27.3 Must have twin chest pockets with pen slots.
- 3.1.27.4 Short sleeves shall have a minimum V2 (one-half) -inch hem.
- 3.1.27.5 Shall have WV DEP uniform patch affixed (see item 3.2).
- 3.1.27.6 Color shall be khaki.
- 3.1.27.7 Sizes shall be available in S-5XL.

REQUEST FOR QUOTATION  
DEP Uniforms

---

**3.1.27.7.1** Should be available in short and long/tall sizes.

**3.1.28 Short Sleeved Shirt, Poly-Cotton, Women's (Item #28)**

- 3.1.28.1** 5.11 CDCR Duty Shirt #61022US, or equal.
- 3.1.28.2** The fabric shall be a minimum 4 oz poly/cotton ripstop.
- 3.1.28.3** Must have twin chest pockets.
- 3.1.28.4** Shall have WV DEP uniform patch affixed (see item 3.2).
- 3.1.28.5** Color shall be khaki.
- 3.1.28.6** Sizes shall be available in S-2XL.
  - 3.1.28.6.1** Should be available in XS, 3XL, 4XL and 5XL.
  - 3.1.28.6.2** Should be available in short and long/tall sizes.

**3.1.29 Short Sleeve Shirt, TDU, Men's (Item # 29)**

- 3.1.29.1** 5.11 TacLite TDU #71339, or equal.
- 3.1.29.2** The fabric shall be a minimum 4 oz Taclite, or equal, ripstop fabric.
- 3.1.29.3** Must have short sleeves.
- 3.1.29.4** Bi-swing shoulder for wide range of motion.
- 3.1.29.5** Teflon, or equal, treated for stain and soil resistance.
- 3.1.29.6** Triple-stitch construction.
- 3.1.29.7** Shall have WV DEP uniform patch affixed (see item 3.2).
- 3.1.29.8** Color shall be khaki.
- 3.1.29.9** Sizes shall be available in XS-5XL.
  - 3.1.29.9.1** Should be available in short and long/tall sizes.

**3.1.30 Short Sleeve Shirt, TDU, Women's (Item # 30)**

- 3.1.30.1** 5.11 TacLite TDU #61025, or equal.
- 3.1.30.2** The fabric shall be a minimum 4 oz TacLite, or equal, ripstop fabric.
- 3.1.30.3** Must have short sleeves.
- 3.1.30.4** Bi-swing shoulder for wide range of motion.
- 3.1.30.5** Teflon, or equal, treated for stain and soil resistance.
- 3.1.30.6** Triple-stitch construction.
- 3.1.30.7** Shall have WV DEP uniform patch affixed. (see item 3.2)
- 3.1.30.8** Color shall be khaki.
- 3.1.30.9** Sizes shall be available in S-2XL.
  - 3.1.30.9.1** Should be available in XS, 3XL, 4XL, and 5XL.
  - 3.1.30.9.2** Should be available in short and long/tall sizes.

**3.1.31 Long Sleeve Polo Shirt, Men's & Women's (Item #31)**

- 3.1.31.1** 5.11 Professional Polo #42056, or equal.

REQUEST FOR QUOTATION  
**DEP Uniforms**

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- 3.1.31.2 The fabric shall be a minimum 6.8 oz 100% cotton pique knit.
- 3.1.31.3 Must have a three-button front placket.
- 3.1.31.4 Must have a no-roll collar.
- 3.1.31.5 The DEP logo shall be embroidered in green and gold thread on the front left breast. (see item 3.3)
- 3.1.31.6 Color shall be silver tan or equal.
- 3.1.31.7 Sizes shall be available in XS-5XL.
  - 3.1.31.7.1 Should be available in short and long/tall sizes.

**3.1.32 Short Sleeve Polo Shirt, Cotton, Men's (Item #32)**

- 3.1.32.1 5.11 Professional Polo #41060, or equal.
- 3.1.32.2 The fabric shall be a minimum 6.8 oz 100% cotton pique knit.
- 3.1.32.3 Must have a three-button front placket.
- 3.1.32.4 Must have a no-roll collar.
- 3.1.32.5 The DEP logo shall be embroidered in green and gold thread on the front left breast. (see item 3.3)
- 3.1.32.6 Color shall be silver tan or equal.
- 3.1.32.7 Sizes shall be available in: XS-5XL
  - 3.1.32.7.1 Should be available in short and long/tall sizes.

**3.1.33 Short Sleeve Polo Shirt, Cotton, Women's (Item #33)**

- 3.1.33.1 5.11 Professional Polo #61166, or equal.
- 3.1.33.2 The fabric shall be a minimum 6.8 oz 100% cotton pique knit.
- 3.1.33.3 Must have a three-button front placket.
- 3.1.33.4 Must have a no-roll collar.
- 3.1.33.5 The DEP logo shall be embroidered in green and gold thread on the front left breast (see item 3.3).
- 3.1.33.6 Color shall be silver tan or equal.
- 3.1.33.7 Sizes shall be available in S-2XL.
  - 3.1.33.7.1 Should be available in short and long/tall sizes.
  - 3.1.33.7.2 Should be available in XS, 3XL, 4XL, and 5XL.

**3.1.34 Short Sleeve Polo Shirt, Moisture- Wicking, Men's (Item #34)**

- 3.1.34.1 5.11 Tactical Snag-Free Performance Polo, #71049, or equal.
- 3.1.34.2 The fabric shall be 6.7 oz 100% polyester.
- 3.1.34.3 Fabric must be moisture wicking, snag and wrinkle resistant and anti-microbial.
- 3.1.34.4 Must be machine wash and dry.
- 3.1.34.5 Must have three-button placket.
- 3.1.34.6 Must have a no-roll collar.
- 3.1.34.7 The DEP logo shall be embroidered in green and gold thread on the left breast. (see item 3.3)
- 3.1.34.8 Color shall be silver tan or equal

REQUEST FOR QUOTATION  
**DEP Uniforms**

---

**3.1.34.9** Sizes shall be XS-5XL.

**3.1.34.9.1** Should be available in short and long/tall sizes.

**3.1.35 Short Sleeve Polo, Moisture- Wicking, Women's (Item #35)**

**3.1.35.1** 5.11 Tactical Snag-Free Performance Polo, #61165, or equal.

**3.1.35.2** The fabric shall be 6.7 oz 100% polyester.

**3.1.35.3** Must be moisture wicking, wrinkle resistant and anti-microbial.

**3.1.35.4** Must have three-button placket.

**3.1.35.5** Must have a no-roll collar.

**3.1.35.6** The DEP logo shall be embroidered in green and gold thread on the left breast. (see item 3.3)

**3.1.35.7** Color shall be silver tan or equal.

**3.1.35.8** Sizes shall be S-2XL.

**3.1.35.8.1** Should be available in XS, 3XL, 4XL, and 5XL.

**3.1.35.8.2** Should be available in short and long/tall sizes.

**3.1.36 Uniform Cap (Item #36)**

**3.1.36.1** 5.11 Taclite Uniform Cap #89381, or equal.

**3.1.36.2** Fabric shall be ripstop.

**3.1.36.3** Must have a fully adjustable hook & loop rear strap.

**3.1.36.4** Color shall be tan or TDU green, or equal.

**3.1.36.5** The DEP logo shall be embroidered on the front of the cap. (see item 3.3)

**3.1.37 Uniform Cap – Summer Mesh (Item #37)**

**3.1.37.1** Cap shall have mesh back and be highly breathable.

**3.1.37.2** Fabric must stretch to automatically adjust for fit.

**3.1.37.3** Cap must be one solid color.

**3.1.37.4** Color shall be black.

**3.1.37.5** The DEP logo shall be embroidered on the front of the cap. (see item 3.3)

**3.1.38 Fleece Watch Cap (Item #38)**

**3.1.38.1** 5.11 Fleece Watch Cap #89250, or equal.

**3.1.38.2** Fabric shall be Polyester fleece.

**3.1.38.3** Must be wind and water resistant.

**3.1.38.4** Cap shall cover the ears.

**3.1.38.5** Color shall be black.

**3.1.38.6** The DEP logo shall be embroidered on the front of the cap. (see item 3.3)

**3.1.38.7** Sizes must be available in S-XL.

REQUEST FOR QUOTATION  
DEP Uniforms

---

**3.1.39 Watch Cap (Item #39)**

- 3.1.39.1 Carhart Acrylic Watch Hat #A18-019, or equal.
- 3.1.39.2 Fabric shall be acrylic construction.
- 3.1.39.3 Must be weather resistant.
- 3.1.39.4 Cap shall cover the ears.
- 3.1.39.5 Color shall be black.
- 3.1.39.6 The DEP logo shall be embroidered on the side of the cap opposite manufacturer's tag. (see item 3.3)
- 3.1.39.7 Size should be S-XL, but may be one size fits all.

**3.1.40 Boonie Hat (Item #40)**

- 3.1.40.1 5.11 Boonie Hat Item # 89422, or equal.
- 3.1.40.2 Fabric shall be poly/cotton TDU or equal, ripstop.
- 3.1.40.3 Adjustable, tubular draw cord.
- 3.1.40.4 Foam sweatband with wicking jersey fabric.
- 3.1.40.5 Color shall be TDU Green, or equal.
- 3.1.40.6 The DEP logo shall be embroidered on the front of the hat (see item 3.3).

**3.1.41 Leather Belt (Item #41)**

- 3.1.41.1 5.11 Arc Leather Belt #59493, or equal.
- 3.1.41.2 Must be minimum 1-1/2 inches wide.
- 3.1.41.3 Must be full grain matte leather.
- 3.1.41.4 Color shall be black.
- 3.1.41.5 Sizes shall be available in 24 to 54 inches.

**3.1.42 Web Belt (Item #42)**

- 3.1.42.1 5.11 TDU belt #59551, or equal.
- 3.1.42.2 Must be minimum 1-1/2 inch wide.
- 3.1.42.3 Must be made of strengthened nylon webbing.
- 3.1.42.4 Must have a non-metallic buckle.
- 3.1.42.5 Color shall be black.
- 3.1.42.6 Sizes shall be available in 24 to 54 inches.

**3.1.43 Necktie-Clip-on (Item #43)**

- 3.1.43.1 Samuel Broome Style #90010, or equal.
- 3.1.43.2 Must be pre-tied, clip-on tie.
- 3.1.43.3 Must have buttonholes to secure tie.
- 3.1.43.4 Shall be 100% polyester, finished flat and

REQUEST FOR QUOTATION  
**DEP Uniforms**

---

smooth without visible wrinkles, fabric flaws, stitching or splicing.

**3.1.43.5** Color shall be Spruce Green, or equal.

**3.1.43.6** Width shall be three (3) inches.

**3.1.43.7** Length shall be regular, eighteen (18) inches.

**3.2 Patch**

**3.2.1** Embroidered Uniform Patches shall be sewn onto specified uniform Items by the vendor.

**3.2.1.1** The patch shall be affixed to the left sleeve, centered one (1) inch down from the shoulder seam.

**3.2.1.1.1** Item 4 shall have the patch affixed to a removable patch to attach to the shoulder patch area.

**3.2.1.2** Item numbers requiring patches are: 3, 4, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30.

**3.2.2** A sample patch will be provided to the successful vendor by WV DEP upon award.

**3.2.2.1** Patches will be provided by the Agency throughout the contract to the successful vendor to attach to uniforms.

**3.3 Emblem**

**3.3.1** The DEP logo shall be silkscreened or digitally printed on the ID panel on items 1, 2, 5, 7.

**3.3.2** The DEP state logo shall be direct embroidered on the left breast of items 31, 32, 33, 34, 35 and the fleece liner of item 2.

**3.3.2.1** Logo shall be approximately 3" X 2 1/2"

**3.3.4** The DEP state logo shall be direct embroidered on all hats and caps. (Items 36, 37, 38, 39, 40)

**3.3.4.1** Logo shall be approximately 3 1/2" X 2 1/4"

**3.3.5** WV DEP shall provide to the successful vendor the necessary logo artwork samples and/ or files.

**3.4 Alterations**

**3.4.1** Standard alterations shall be done by the vendor at no additional charge.

REQUEST FOR QUOTATION  
DEP Uniforms

---

**3.4.2** Standard alterations shall include sleeve length and pant length.

**3.5 Samples**

**3.5.1** All vendors submitting bids for brands and/or styles other than those specified shall provide a sample of each “or equal” item to the WV Purchasing Division along with written specifications for the “or equal” item.

**3.5.1.1** All samples must be color specified in specifications.

**3.5.1.2** Examples of “or equal” items MUST be provided prior to award of contract but it is preferred that it be provided with the bid.

**3.5.1.2.1** Samples will be reviewed and approved prior to award by DEP.

**3.5.1.3** Any deviations from the mandatory specifications must be submitted as a question by the question deadline in order to be considered. Responses to vendor questions shall be published as an addendum on Oasis Vendor Self Service.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Pages:** Vendor shall complete the Pricing Pages by submitting a price for each of the line items in wvOASIS. Vendor shall complete the Pricing Pages 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 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 shall electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendors can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service website. If responding with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and extended cost for each line item.

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor is required to, accept on-line

REQUEST FOR QUOTATION  
**DEP Uniforms**

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orders through a secure internet ordering portal/website. Website must include detailed graphic of each item along with written description. Vendor shall include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.1.1** Online ordering system shall have an administrative dashboard or log-in that allows Agency administrators to review, reject, track orders as well as run reports of item usage.

**5.1.2** Should on-line ordering system be down or malfunctioning, vendor must accept orders via mail, email or by phone.

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

**5.2.1** Invoices must reference online order number, delivery office address and name on order. Failure to reference the information could cause delay in payments.

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within **20** working days after orders are received. Vendor shall deliver emergency orders within **10** working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2** Shipping shall be included in the price of each item. No additional delivery or shipping cost shall be paid to the vendor.

**6.3** Items must be shipped to the DEP office listed in online ordering form.

**6.3.1** DEP has office locations around the state of WV that will receive shipments. Vendor must pay attention to the delivery address on order and is responsible for shipping to correct location.

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

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

**6.5 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination

REQUEST FOR QUOTATION  
**DEP Uniforms**

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to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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

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

**7. VENDOR DEFAULT:**

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

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

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

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

**7.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION  
DEP Uniforms

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

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

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

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

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

**Contract Manager:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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 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 §5A-3-10a, 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:**

**"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 exceeds 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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

***Notary Verification***

State of \_\_\_\_\_, County of \_\_\_\_\_:

I, \_\_\_\_\_, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_