

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

# State of West Virginia Master Agreement

Order Date: 08-13-2024

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0926 0926 PSC2500000001 1	Procurement Folder:	1434946
Document Name:	Open-end contract - Uniforms	Reason for Modification:	
Document Description:	Public Service Commission Staff Uniforms		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:		17	
Shipping Method:	Best Way	Effective Start Date:	2024-08-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-08-14

	VENDOR			DEPARTMENT CONTACT
Vendor Customer Code:	000000111991		Requestor Name:	Lindsey Randolph
GALLS LLC 1340 RUSSELL CAVE RD			Requestor Phone: Requestor Email:	(304) 340-0435 Irandolph@psc.state.wv.us
LEXINGTON US Vendor Contact Phone: Discount Details:	KY 800-388-3300 <b>Extens</b> i	40505 on:		2025
Discount Allowed	Discount Percentage	Discount Days		FILE LOCATION
#1 No	0.0000	0		
#2 No				
<b>#3</b> No				
#4 No				

INVOICE TO			SHIP TO	
ADMINISTRATION		RECEIVING/TRANSPORTATION	BUILDING	
PUBLIC SERVICE COMMISSION		PUBLIC SERVICE COMMISSION	PUBLIC SERVICE COMMISSION	
201 BROOKS ST		1116 QUARRIER ST		
CHARLESTON	WV 25301	CHARLESTON	WV 25301	
US		us		

8/16/2466

Total Order Amount:

Open End

Purchasing Division's File Copy

**PURCHASING DIVISION AUTHORIZATION** 

DATE: | COLOR | COLOR

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: John D. fran

ENCUMBRANCE CERTIFICATION

DATE:

ELECTRONIC SIGNATURE ON FILE

Page: 1

Date Printed: Aug 13, 2024 Order Number: CMA 0926 0926 PSC2500000001 1

FORM ID: WV-PRC-CMA-002 2020/01

#### **Extended Description:**

The Vendor, Galls, LCC. agrees to enter into a contract with the Agency, West Virginia Public Service Commission, to provide staff uniforms per the bid requirements, terms, conditions, specifications, Addendum 01 issued 07/23/2024, Addendum 02 issued 07/30/2024, and the vendor's bid dated 08/05/2024 all incorporated herein by reference and made apart of hereof.

Effective dates 8/15/2024 - 8/14/2025

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	53102700			LS	0.000000
	Service From	Service To		Service Con	ract Amount
				0.00	

**Commodity Line Description:** 

Public Service Commission Staff Uniforms

### **Extended Description:**

See attached documentation for further details.

Date Printed: Aug 13, 2024 Order Number: CMA 0926 0926 PSC2500000001 1 Page: 2 FORM ID: WV-PRC-CMA-002 2020/01

### **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.

<b>3. CONTRACT TERM; RENEWAL; EXTENSION:</b> 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 one (1) year  The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as
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 three (3) 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)
<b>Delivery Order Limitations:</b> 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 withindays.

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:
the contract will continue for years;
the 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).
One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as), and continues until the project for which the vendor is providing oversight is complete.
Other: Contract Term specified in
<b>4. AUTHORITY TO PROCEED:</b> 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.
<b>5. QUANTITIES:</b> The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
✓ Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
Construction: This Contract is for construction activity more fully defined in the specifications.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.
7. <b>REQUIRED DOCUMENTS:</b> All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:
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

Revised 8/24/2023

above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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.

Commercial General Liability Insurance in at least an amount of: \$1,000,000 occurrence.	0.00 per
Automobile Liability Insurance in at least an amount of:	_per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amore per occurrence. Notwithstanding the forgoing, Vendor's at 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 Co	ntract.
Pollution Insurance in an amount of: per occurrence.	
Aircraft Liability in an amount of: per occurrence.	

Vendor must maintain:

- **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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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	ė		
☑ Liquidated D	amages Contained in the Specifications.			
☐ Liquidated D	amages 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 <a href="https://www.state.wv.us/admin/purchase/privacy">www.state.wv.us/admin/purchase/privacy</a>.

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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- **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.
- **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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**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.

(Printed Name and Title)	_
(Address) 1340 Russell Cave Rd	
(Phone Number) / (Fax Number) <u>859-800-1302 / 877-914-2557</u>	
(email address)bidreview@galls.com	

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

GALLS, LLC		
(Company) 211		
(Signature of Authorized Representa	tive)	
Mike Fadden, CEO	7/30/2024	_
(Printed Name and Title of Authorize 844-464-2557 / 877-914-2557	ed Representative) (Date)	
(Phone Number) (Fax Number)		
bidreview@galls.com		
∞ 11 + 11 · ·		

(Email Address)

# **SPECIFICATIONS**

 PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of The Public Service Commission of West Virginia, hereinafter referred to as Agency or PSC, to establish an open-end contract for uniforms and uniform accessories. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

The PSC has approximately eighty (80) uniformed employees. The number of staff could increase or decrease at any time. This contract will require law enforcement, tactical, flame resistant, work wear clothing and various uniform accessories and equipment.

Vendor must be responsible to apply patches, embroidery, or silk screening prior to shipments, as required on each order.

Flame resistant clothing under this contract must meet National Fire Protection Association (NFPA) 2112, 70E standards and must be labeled appropriately on all FR contract items. See Exhibit B for explanation of these standards.

- 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 "Catalog" means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
  - 2.2 "Catalog Price" means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).
  - 2.3 "Discount Percentage" means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
  - 2.4 "Discounted Price" means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.
  - **2.5** "Discounted Unit Price" means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
    - 2.6 "Eligible Item" means any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes generally staff uniforms and accessories.

- **2.7 "Pricing Page"** or "**Pricing Pages**" means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- **2.8** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..
- 2.9 "Total Bid Cost" means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.
- **2.10** "Unit" means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- **2.11** "Unit Price" means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.12 "Units Provided for Catalog Price" means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor's Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor's catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor's catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)
- **2.13** "ANSI" (American National Standards Institute)" is the primary organization for fostering the development of technology standards in the United States.
- **2.14 "ASTM International"** (formerly known as American Society for Testing and Materials) is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services.
- 2.15 "Flame Resistant (FR) Clothing" means clothing that is made from natural or synthetic fabrics that are engineered to self-extinguish and designed to limit burn injury.
- **2.16 "Law Enforcement Clothing"** is clothing that provides a visual representation of the profession, clearly identifying the individual who wears it as a law enforcement agent. Uniform items in this class are typically referred to as Class A proper or dress attire.

- **2.17** "National Fire Protection Association (NFPA)" is a United States trade association that creates and maintains private, copyrighted standards and codes for usage and adoption by local governments.
- 2.18 "Tactical Clothing" means items used for law enforcement agencies for every type of operation and mission. Uniform items in this class are typically referred to as Class B duty or operational uniform, which feature a more casual style with a relaxed fit.
- **2.19 "Work Wear Clothing"** means durable clothing generally worn by employees performing manual labor tasks while indoors and outdoors.

# 3. GENERAL REQUIREMENTS:

- **3.1 Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.
  - 3.1.1 Eligible Items 1: Law Enforcement and Tactical Uniform

# 3.1.1.1 Class A Pants, Spiewak, Item SPDU27 or equal

- 3.1.1.1.1 Must be available in men and women.
- **3.1.1.1.2** Color: Must be black.
- **3.1.1.1.3** Fabric: Must be polyester/wool blend.
- 3.1.1.1.4 Sizes: 28 through 58 (men) and sizes 4 through 28 (women), or equivalent.
- **3.1.1.1.5** Must have plain front with permanent creases on the front and back legs.
- 3.1.1.6 Must have minimum of five lined belt loops; minimum 1" wide loops of double thickness, loops must be sewn into the bottom of waistband.
- 3.1.1.1.7 Must have open leg cuffs for custom hemming option.

  Must also provide standard unhemmed option.
- 3.1.1.1.8 Must have minimum of six pockets; two front quarter pockets, two back pockets with button closures, two cut in zippered cargo pockets located on both thighs.
- **3.1.1.1.9** Must have hidden adjustable waistband.
- 3.1.1.10 Must have a one inch gray fabric stripe sewn into side seam, down both outer trouser legs from bottom of waistband to bottom of leg. The color must match the Class A shirt in this contract; Nickel Gray
- 3.1.1.11 Must be machine wash and dry.
- **3.1.1.1.12** Work wear, industrial style construction is not acceptable for this item.

# 3.1.1.2 Class A Duty Shirt

- **3.1.1.2.1** Must be available in both short and long sleeve.
- 3.1.1.2.2 Must be available in both men and women sizes and in a range of 14.5 through 22 (men) and sizes 30 through 48 (women) or equivalent sizes.
- **3.1.1.2.3** Color: Must be nickel gray or equivalent gray tone.
- **3.1.1.2.4** Fabric: Must be plain weave, 100% polyester, with moisture wicking properties.
- 3.1.1.2.5 Must be machine washable.
- 3.1.1.2.6 Must have button front placket, button color must match fabric. May have hidden front zipper closure
- **3.1.1.2.7** Must have two military style, box pleated breast pockets, with flaps and hook and loop closure.
- **3.1.1.2.8** Must be stitched with matching thread.
- **3.1.1.2.9** Agency patches and rank emblems must be sewn on both sleeves.
- **3.1.1.2.10** Must have epaulets of same fabric and thread color.
- **3.1.1.2.11** Must have two front military creases from front shoulder to bottom of the shirt. Must have three creases on the back.
- 3.1.1.2.12 Must have badge tab and microphone tab.
- **3.1.1.2.13** Must have collar stays sewn into collar to hold shape but allows attachment of collar brass.

## 3.1.1.3 5.11 Tactical Polo Shirt

- **3.1.1.3.1** Must be available in both short and long sleeve.
- 3.1.1.3.2 Must be available in both men and women sizes small through 4XL (men) and sizes small through XL (women), or equivalent sizes.
- 3.1.1.3.3 Colors: must provide black, navy, and gray.
- **3.1.1.3.4** Fabric: must be a cotton jersey knit fabric.
- 3.1.1.3.5 Must be fade, shrink, and wrinkle resistant.
- **3.1.1.3.6** Must have no roll, stay flat, collar.
- 3.1.1.3.7 Must have front button placket, buttons must match color of the shirt, three to four button maximum.
- **3.1.1.3.8** Must have no chest pockets.
- **3.1.1.3.9** Must be machine wash and dry.
- **3.1.1.3.10** Agency patches must be applied to both sleeves.

### 3.1.1.4 Tactical Taclite Pro Ripstop Pants

# Public Service Commission Staff Uniforms CRFQ PSC25\*01

- 3.1.1.4.1 Must be available in men and women sizes and in a range from 24 through 54 (men) and sizes 2 through 20 (womens) custom hemmed and unhemmed options.
- 3.1.1.4.2 Colors: must provide black, khaki/tan, and navy.
- **3.1.1.4.3** Fabric: must be a lightweight blend; blends of polyester, cotton ripstop, and Teflon are acceptable
- 3.1.1.4.4 Must have a minimum of six pockets.
- 3.1.1.4.5 Must have cargo pockets with Velcro or equal hook and loop closure
- 3.1.1.4.6 Must have hip mounted D ring.
- **3.1.1.4.7** Must have double reinforced seat and knees, and bartacked high stress areas in same color thread
- **3.1.1.4.8** Must have zipper fly and snap (button fly is not acceptable).
- 3.1.1.4.9 Belt loops must be thick enough to support duty belt of 2 1/4" wide and strong enough to support weight of a firearm.
- **3.1.1.4.10** Must be machine wash and dry.

# 3.1.1.5 Tactical Taclite Long Sleeve Pro Shirt

- 3.1.1.5.1 Must be available in both men and womens sizes and in a range from small through 4XL, regular, short, long lengths (men) and sizes small through XL (womens), or equivalent size.
- **3.1.1.5.2** Color: must provide black and navy; should provide gray
- 3.1.1.5.3 Fabric: should not exceed 6 oz. and must be a lightweight blend; blends of polyester, twill, and cotton, Teflon are acceptable.
- **3.1.1.5.4** Must have mic cord pass through (loop opening).
- 3.1.1.5.5 Must have stitched creases, adjustable cuffs, epaulettes, pen pocket, and badge tab.
- **3.1.1.5.6** Must have two chest pockets, with closures.
- **3.1.1.5.7** Agency patches must be applied on both sleeves.

# 3.1.1.6 Base Layer Shirt

- 3.1.1.6.1 Must be available in men and women sizes small through 3XL (men) and sizes small through 2XL (women), or equivalent size.
- **3.1.1.6.2** Color: Must provide black.
- **3.1.1.6.3** Fabric: should be polyester and elastane blends.
- 3.1.1.6.4 Must have moisture wicking properties.
- 3.1.1.6.5 Must have anti-odor properties.
- **3.1.1.6.6** Must be lightweight and fitted fabric.

# Public Service Commission Staff Uniforms CRFO PSC25\*01

# 3.1.1.6.7 Must be long sleeved.

### 3.1.1.7 Base Layer Legging

- 3.1.1.7.1 Must be available in men and women sizes small through 3XL (men) and XS through XL (women), or equivalent size.
- **3.1.1.7.2** Color: Must provide black.
- **3.1.1.7.3** Fabric: should be polyester and elastane blends.
- **3.1.1.7.4** Must have moisture wicking and anti-odor properties.
- **3.1.1.7.5** Men's leggings must have working fly.
- **3.1.1.7.6** Must be fitted.

## 3.1.1.8 Duty Jacket

- **3.1.1.8.1** Color: must provide black and navy.
- **3.1.1.8.2** Sizes small through 5XL; regular, long, and extra-long lengths available.
- **3.1.1.8.3** Must be wind and water resistant.
- **3.1.1.8.4** Must have Thinsulate or equal polypropylene insulation liner
- 3.1.1.8.5 Must have an inside pocket.
- 3.1.1.8.6 Must have elastic in the waist.
- 3.1.1.8.7 Must have badge tabs.
- **3.1.1.8.8** Agency patches and rank emblems must be sewn on both sleeves.
- 3.1.1.8.9 Must be machine wash and dry.

### 3.1.1.9 High Visibility Vinyl Rain Jacket

- **3.1.1.9.1** Fabric: must be 100 % water poof fabric, *polyurethane* coating.
- **3.1.1.9.2** Color: must be high visibility lime green or yellow.
- **3.1.1.9.3** Size: small through 4XL, or equivalent.
- 3.1.1.9.4 Must have vented arms for breathability.
- 3.1.1.9.5 Must have detachable hood.
- 3.1.1.9.6 Must have zipper front with storm flap.
- 3.1.1.9.7 Must meet ANSI 107-current Class III high visibility clothing standards. (Exhibit B).
- 3.1.1.9.8 Must have reflective stripes.
- **3.1.1.9.9** Must be a minimum of 48" long.
- **3.1.1.9.10** Must Must provide vinyl lettering on back of jacket; minimum 3" inches, black, block letters; Agency will specify wording on each order "ENFORCEMENT or PSC".

# Public Service Commission Staff Uniforms CRFQ PSC25\*01

### 3.1.1.10 High Visibility Safety Vest

- **3.1.1.10.1** Fabric: must be polyester mesh blend.
- 3.1.1.10.2 Color: must be high visibility lime green or yellow
- 3.1.1.10.3 Size: small through 4XL, or equivalent.
- 3.1.1.10.4 Should have reflective stripes.
- 3.1.1.10.5 Must have rip front closure.
- 3.1.1.10.6 Should have adjustable sides.
- 3.1.1.10.7 Should have a minimum of one pocket.
- **3.1.1.10.8** Must meet ANSI 107-current Class III high visibility clothing standards. (Exhibit B).
- **3.1.1.10.9** Must provide custom vinyl lettering on the back of vest; minimum 3" inches, black, block letters; Agency will specify wording on each order "ENFORCEMENT or PSC" or "RAILROAD INSPECTOR".

### 3.1.2 Eligible Items 2: Accessories

### 3.1.2.1 Tactical Low Profile Ball Cap

- **3.1.2.1.1** Color: must be black.
- **3.1.2.1.2** Material: must be cotton, polyester blend, or equivalent fabric blend.
- 3.1.2.1.3 Sizes: One size fits most.
- **3.1.2.1.4** Must be low profile style with traditional six (6) panels.
- **3.1.2.1.5** Agency patch must be adhered/sewn on the front of the hat prior to delivery, 3"x3" patch.
- **3.1.2.1.6** Must be hand washable; stain and spill resistant.
- 3.1.2.1.7 Must have moisture wicking properties.

## 3.1.2.2 Campaign Hat, Galls Item HW258, or equal

- **3.1.2.2.1** Color: must be black.
- **3.1.2.2.2** Fabric: must be felt.
- 3.1.2.2.3 Sizes: small through extra-large; or equivalent hat sizes.
- 3.1.2.2.4 Should have an adjustable leather chinstrap
- **3.1.2.2.5** Must be round.
- **3.1.2.2.6** Must have a minimum 3" brim.

## 3.1.2.3 Campaign Hat Rain Cover

- **3.1.2.3.1** Material: must be polyurethane coated nylon or an equivalent water resistant material.
- **3.1.2.3.2** Colors: must provide clear or black.

# Public Service Commission Staff Uniforms CRFQ PSC25\*01

- **3.1.2.3.3** Must fit round campaign hat.
- **3.1.2.3.4** This item must properly fit Contract Item #3.1.2.2

# 3.1.2.4 Watch Cap (Beanie)

- **3.1.2.4.1** Fabric: Must be an acrylic knit.
- **3.1.2.4.2** Color: must be black.
- 3.1.2.4.3 Must be One Size fits most, stretch knit.
- **3.1.2.4.4** Must be customized to PSC specifications.
- **3.1.2.4.5** Lettering on front cuff -"ENFORCEMENT" or "PSC" as specified on each order.
- 3.1.2.4.6 Lettering must be white.
- **3.1.2.4.7** Lettering must be embroidered or screen printed on front cuff.

## 3.1.2.5 Leather Duty Belt, Safariland 4-Row Stitch Item #87 or equal

- **3.1.2.5.1** Must be top grain leather.
- 3.1.2.5.2 Color: must be black.
- **3.1.2.5.3** Size: even sizes 28-54.
- **3.1.2.5.4** Must be fully lined
- **3.1.2.5.5** Must be 2 1/4" wide.
- 3.1.2.5.6 Must be smooth plain finish.
- **3.1.2.5.7** Must offer double tongue buckle in brass and nickel.
- 3.1.2.5.8 Must have four stitched rows.

### 3.1.2.6 Tactical Leather Casual Belt, 5.11 Tactical Item LP537 or equal

- **3.1.2.6.1** Must be plain finish, full grain leather.
- 3.1.2.6.2 Colors: must provide black and brown.
- **3.1.2.6.3** Sizes: small through 4XL, or equivalent.
- **3.1.2.6.4** Minimum of 1.5" wide.
- 3.1.2.6.5 Should have I-beam buckle.
- **3.1.2.6.6** Brown belts should have brass plated buckle, black belts should have nickel plated buckle.
- **3.1.2.6.7** Must have durable stitching to support weight of weapon.

### 3.1.2.7 Leather Belt Keeps with Snaps

- **3.1.2.7.1** Must be leather.
- 3.1.2.7.2 Color: must be black.
- **3.1.2.7.3** Must fit 2 1/4" wide belt.
- **3.1.2.7.4** Must be smooth plain finish.
- 3.1.2.7.5 Must offer brass and nickel plated snap options.

# Public Service Commission Staff Uniforms CRFQ PSC25\*01

- **3.1.2.7.6** Must have two snaps.
- **3.1.2.7.7** Minimum of 4 per pack.

### **3.1.2.8 Clip on Tie**

- **3.1.2.8.1** Must be 100% polyester.
- **3.1.2.8.2** Color: must be black.
- **3.1.2.8.3** Sizes: Regular, Long, and Extra Long. Size range in length 15.5"-21.5".
- **3.1.2.8.4** Must be 3" wide.
- 3.1.2.8.5 Must be tropical or plain weave.
- 3.1.2.8.6 Must be pre-tied, and clip on style.

### 3.1.2.9 Tactical Winter Gloves

- **3.1.2.9.1** Must be leather.
- **3.1.2.9.2** Color: must be black.
- **3.1.2.9.3** Sizes: Men's sizes small through 2XL; Women's sizes small through XL.
- **3.1.2.9.4** Must be wind and weather resistant.
- 3.1.2.9.5 Must have cuff closure.
- **3.1.2.9.6** Must be insulated with Thinsulate or equal polypropylene insulation for cold weather.

# 3.1.2.10 Police Search Gloves, LawPro Cut Resistant Item 51030 or equal

- **3.1.2.10.1** Color: must be black.
- **3.1.2.10.2** Sizes: Men's sizes small through 2XL; Women's sizes small through XL
- 3.1.2.10.3 Must be unlined and snug fit.
- 3.1.2.10.4 Must be wrist-length with cuff closure.
- 3.1.2.10.5 Must have non-slip gripping texture.
- 3.1.2.10.6 Must be cut/puncture resistant.

### 3.1.2.11 Flame Resistant Work Gloves

- 3.1.2.11.1 Must offer lined and unlined.
- 3.1.2.11.2 Must be flame resistant.
- 3.1.2.11.3 Compliant: NFPA 70E Standard. (Exhibit B)
- 3.1.2.11.4 Sizes: Small through 2XL.

#### 3.1.2.12 Hard Hat

- **3.1.2.12.1** Color must be white.
- **3.1.2.12.2** Size: Must be adjustable between 21 inches through 25 inches.
- **3.1.2.12.3** Must have replaceable cotton or vinyl brow pad.
- **3.1.2.12.4** Must have vertical adjustment capability.

# 3.1.3 Eligible Items 3: Footwear

## 3.1.3.1 Oxford Work Shoe, Timberland Pro Titan # 47015 or equal

- **3.1.3.1.1** Colors: Must provide brown.
- **3.1.3.1.2** Must be leather
- **3.1.3.1.3** Must have full rubber outsole with regular toe.
- **3.1.3.1.4** Sizes: Men's sizes 7 through 13 (including available half sizes); regular and wide width.
- 3.1.3.1.5 Must be slip resistant.
- **3.1.3.1.6** Must have lace front and matching laces.

#### 3.1.3.2 Tactical Boot

- **3.1.3.2.1** Must have insulated and non-insulated options.
- **3.1.3.2.2** Colors: must provide black.
- 3.1.3.2.3 Must be waterproof.
- 3.1.3.2.4 Sizes: Men's sizes 7 through 15 (including half sizes); regular, narrow and wide widths. Women's sizes 6 through 11 (including available half sizes); regular and wide widths.
- 3.1.3.2.5 Must have minimum 8" shaft.
- **3.1.3.2.6** Must have cushioned foot bed.
- **3.1.3.2.7** Must be slip and impact resistant.
- **3.1.3.2.8** Must have leather option.

### 3.1.3.3 Belted Chukka Boot, Bates Lites Item 0083 or equal

- 3.1.3.3.1 Color: must be black.
- **3.1.3.3.2** Must be full grain leather.
- **3.1.3.3.3** Sizes: Men's sizes 7 through 15 (including available half sizes), narrow, medium and wide widths.
- **3.1.3.3.4** Must have a buckle and be "chukka" style ankle high boot.
- **3.1.3.3.5** Must have cushioned foot bed and rubber soles.
- **3.1.3.3.6** Must be slip and oil resistant.
- **3.1.3.3.7** Must be moisture resistant or have breathable lining.

# 3.1.3.4 Oxford Dress Shoe, LawPro Item FX074 or equal.

- **3.1.3.4.1** Color: Must be black.
- **3.1.3.4.2** Must be leather.
- **3.1.3.4.3** Sizes: Men's sizes 7 through 14 (including available half sizes); regular and wide widths.
- **3.1.3.4.4** Sizes: Women's sizes 6 through 11 (including available half sizes); regular and wide width.
- **3.1.3.4.5** Must have breathable or moisture resistant lining.
- 3.1.3.4.6 Must have cushioned insole.
- **3.1.3.4.7** Must have slip resistant rubber soles.
- **3.1.3.4.8** Must be high gloss (shiny) with matching laces and plain toe.

# 3.1.3.5 Tactical Ankle Boot, 5.11 Tactical 2.0 Boot Item 12032 or equal

- **3.1.3.5.1** Color: Must be black.
- **3.1.3.5.2** Must be leather.
- **3.1.3.5.3** Must be slip resistant.
- **3.1.3.5.4** Must be a pull on style, ankle high boot.
- 3.1.3.5.5 Must have no zipper or laces.
- **3.1.3.5.6** Must have climbing or gripping soles and kick plate.
- **3.1.3.5.7** Must have a composite shank.
- **3.1.3.5.8** Sizes: Men's sizes 7 through 14 (including available half sizes); regular and wide widths.

### 3.1.3.6 Fire Resistant Work Boot

- **3.1.3.6.1** Color: Must be black.
- **3.1.3.6.2** Must be maximum 9" tall.
- **3.1.3.6.3** Must have slip resistant sole.
- **3.1.3.6.4** Must be leather and flame resistant.
- 3.1.3.6.5 Must have top to toe Fire Resistant laces.
- **3.1.3.6.6** Sizes: Men's 7 through 15 (including available half sizes); regular, narrow, and wide widths.
- **3.1.3.6.7** Sizes: Women's 6 through 11 (including available half sizes); regular and wide widths.
- **3.1.3.6.8** Must meet ASTM 2413 Protective Footwear impact standards. (Exhibit B).
- **3.1.3.6.9** Must have have safety toe and composite toe options.

### 3.1.3.7 Work Boots

- **3.1.3.7.1** Colors: must provide brown and black.
- **3.1.3.7.2** Must be maximum 8" tall.

# Public Service Commission Staff Uniforms CRFQ PSC25\*01

- **3.1.3.7.3** Must be safety toe or composite toe.
- **3.1.3.7.4** Must be waterproof.
- 3.1.3.7.5 Must be oil, slip, and puncture resistant.
- **3.1.3.7.6** Must have cushioned insole.
- **3.1.3.7.7** Sizes: Men's 7 through 15 (including half sizes if available), regular and wide widths.
- **3.1.3.7.8** Sizes: Women's 6 through 11 (including half sizes if available); regular and wide widths.

## 3.1.4 Eligible Items 4: Flame Resistant Clothing

### 3.1.4.1 Flame Resistant Coverall

- **3.1.4.1.1** Color: must provide navy or black.
- **3.1.4.1.2** Fabric: must be flame resistant twill, 100% cotton or equal Flame Resistant fabric.
- 3.1.4.1.3 Sizes: Men's sizes small through 4XL or equivalent; short regular and tall/long lengths. Women's small through 2XL; or equivalent size; regular length.
- **3.1.4.1.4** Must have a collar.
- 3.1.4.1.5 Must have a utility pocket.
- **3.1.4.1.6** Must have front zipper with Flame Resistant zipper tape and inside and outside protective flaps.
- 3.1.4.1.7 Must have leg openings large enough to fit over boots.
- 3.1.4.1.8 Must be one piece coverall.
- 3.1.4.1.9 Must be long sleeved.
- 3.1.4.1.10 Must be machine wash and dry.
- **3.1.4.1.11** Agency Flame Resistant patch must be attached to left sleeve.

### 3.1.4.2 Flame Resistant Denim Jeans

- **3.1.4.2.1** Fabric: must be flame resistant blends.
- 3.1.4.2.2 Sizes: Men's sizes 30 through 48; inseam up to 36". Women's even 6 through 20.
- **3.1.4.2.3** Must have arc-resistant button closure.
- **3.1.4.2.4** Must have brass zipper with Flame Resistant zipper tape or equal protective barrier.
- 3.1.4.2.5 Must be blue denim color.

# 3.1.4.3 Flame Resistant Cargo Pants, Carhartt Item FRB240 or equal

3.1.4.3.1 Colors: must provide navy, khaki, black

- **3.1.4.3.2** Fabric: must be flame resistant canvas, cotton blend, or equal Flame Resistant fabric.
- **3.1.4.3.3** Sizes: Men's sizes 30 through 48; inseam up to 36"; Women's sizes 6 through 20.
- 3.1.4.3.4 Must have arc-resistant button closure.
- **3.1.4.3.5** Must have brass zipper with Flame Resistant zipper tape.
- **3.1.4.3.6** Must be machine wash and dry.

# 3.1.4.4 Flame Resistant Polo Long Sleeve Shirt

- 3.1.4.4.1 Colors: must provide black, navy and tan.
- **3.1.4.4.2** Fabric: must be flame resistant cotton blend, or equal Flame Resistant fabric.
- 3.1.4.4.3 Sizes: Men's small through 4XL, including tall; Women's small through 2XL.
- **3.1.4.4.4** Must have ribbed knit polo style collar and ribbed cuffs, must be long sleeved.
- **3.1.4.4.5** Must have left chest pocket.
- 3.1.4.4.6 Must have FR buttons.
- 3.1.4.4.7 Agency Flame Resistant patch must be attached to left sleeve or Flame Resistant embroidery to left chest area. Will be specified on order.

## 3.1.4.5 Flame Resistant Long Sleeve Button-Up Shirt

- **3.1.4.5.1** Colors: must provide black, navy and tan.
- **3.1.4.5.2** Fabric: must be flame resistant twill, or equal Flame Resistant fabric.
- 3.1.4.5.3 Sizes: Men's small through 4XL, including tall.
- 3.1.4.5.4 Must have button down collar.
- **3.1.4.5.5** Must be long sleeved with adjustable cuffs.
- **3.1.4.5.6** Must have Flame Resistant button down front placket (not polo style, button-up shirt style).
- **3.1.4.5.7** Must be machine wash and dry.
- 3.1.4.5.8 Must be long sleeved.
- 3.1.4.5.9 Must be lightweight.
- **3.1.4.5.10** Agency Flame Resistant patch must be attached to left sleeve or Flame Resistant embroidery to left chest area. Will be specified on order.

### 3.1.4.6 Flame Resistant Jacket

**3.1.4.6.1** Color: must provide navy and brown and black.

## CRFQ PSC25\*01

- **3.1.4.6.2** Fabric: must be flame resistant, cotton blend, or equal Flame Resistant fabric.
- **3.1.4.6.3** Sizes: Men's small through 4XL, including tall. Women's small through 2XL.
- **3.1.4.6.4** Must have brass front zipper with Flame Resistant tape, inside and outside protective flaps with hookand-loop closure.
- 3.1.4.6.5 Must be machine wash and dry.
- **3.1.4.6.6** Agency Flame Resistant patch must be attached to left sleeve.
- 3.1.4.6.7 Must have hooded and non-hooded.

### 3.1.4.7 Flame Resistant Hooded Sweatshirt

- **3.1.4.7.1** Colors: must provide navy and black.
- 3.1.4.7.2 Fabric: must be heavy weight, fire resistant fleece, cotton and polyester blend, or equal Flame Resistant fabric.
- 3.1.4.7.3 Sizes: Men's small through 4XL; must provide tall/long length if available.
- **3.1.4.7.4** Must have attached hood with adjustable Flame Resistant draw cord.
- 3.1.4.7.5 Must have ribbed cuffs and waist band.
- **3.1.4.7.6** Must have front hand warmer pocket.
- **3.1.4.7.7** Must have water and odor repellant properties.
- **3.1.4.7.8** Must be machine wash and dry.
- 3.1.4.7.9 Agency Flame Resistant patch must be attached to left sleeve or Flame Resistant embroidery to left chest area. Will be specified on order.

# 3.1.4.8 Flame Resistant High Visibility Safety Vest

- 3.1.4.8.1 Color: must be high visibility color either yellow, lime green or orange.
- **3.1.4.8.2** Fabric must be light weight, Flame-Resistant, Modacrylic mesh or equal Flame Resistant fabric.
- 3.1.4.8.3 Sizes: small through 4XL.
- **3.1.4.8.4** Must have parallel reflective striping, front and back.
- **3.1.4.8.5** Must have Flame Resistant hook-and-loop front closure.
- **3.1.4.8.6** Must have hook-and-loop adjustable sides.
- 3.1.4.8.7 Must be ANSI 107 Class III High Visibility Clothing Compliant. (Exhibit B).
- **3.1.4.8.8** Must be machine wash and dry.

### 3.1.4.9 Flame Resistant High Visibility Rain Jacket

- **3.1.4.9.1** Fabric: must be non-breathable flame resistant PVC / Nomex / Kevlar, or equal Flame Resistant fabric.
- 3.1.4.9.2 Color: must be high visibility color either yellow, lime green, or orange.
- 3.1.4.9.3 Sizes: small through 4XL.
- **3.1.4.9.4** Must have non-conductive hardware.
- 3.1.4.9.5 Must have reflective striping.
- 3.1.4.9.6 Must have tuck away roll-up hood.
- **3.1.4.9.7** Must have two patch pockets with flaps
- 3.1.4.9.8 Must have take-up tabs on cuffs.
- 3.1.4.9.9 Must be waterproof.
- 3.1.4.9.10 Must be minimum of 48" long.
- **3.1.4.9.11** Must meet ANSI 107 Class III High Visibility Clothing standards. (Exhibit B).

# 3.1.5 Eligible Items 5: Workwear Clothing

# 3.1.5.1 Cargo Pants

- 3.1.5.1.1 Colors: must provide brown, black, khaki/tan, navy, gray, and green.
- **3.1.5.1.2** Fabric must be a lightweight blend; blends of polyester, cotton ripstop.
- 3.1.5.1.3 Fabric should be flexible and stretch with movement
- 3.1.5.1.4 Sizes: Men's even sizes 28 through 50 or equivalent sizes; unhemmed and custom hemmed options; Women's even sizes 2 through 20, or equivalent sizes; Regular and long lengths.
- **3.1.5.1.5** Must have cargo pockets with Velcro or equal hook and loop closure.
- 3.1.5.1.6 Must have reinforced knees.
- **3.1.5.1.7** Must have zipper fly, button fly is not acceptable.
- 3.1.5.1.8 Must be machine wash and dry.

### 3.1.5.2 Polo

- **3.1.5.2.1** Colors: must provide black, navy, blue and gray.
- **3.1.5.2.2** Fabric must be breathable.
- 3.1.5.2.3 Must offer long and short sleeve.
- 3.1.5.2.4 Size: Men must be small through 4XL, regular and tall length; Women must be small through 2XL.
- 3.1.5.2.5 Must be machine wash and dry.

- 3.1.5.2.6 Agency patch on left sleeve; or embroidery or screen print on left chest area. Will be specified on each order.
- **3.1.5.2.7** Must have tactical option.

### 3.1.5.3 Hooded Sweatshirt

- **3.1.5.3.1** Colors: must provide black, navy, and gray.
- **3.1.5.3.2** Fabric: must be mid-weight cotton blend.
- 3.1.5.3.3 Must have hood, front hand warmer pocket, ribbed cuffs.
- **3.1.5.3.4** Must be machine wash and dry.
- 3.1.5.3.5 Size must be small through 4XL.
- **3.1.5.3.6** Must be machine wash and dry.
- 3.1.5.3.7 Must have embroidery or screen printing on left chest area. Will be specified on each order.

# 3.1.5.4 Lined Zip Front Sweatshirt, Carhartt Item 100632 or equal

- **3.1.5.4.1** Colors: must provide brown or tan, black, navy, and gray.
- **3.1.5.4.2** Fabric: cotton and polyester or equal blend.
- 3.1.5.4.3 Must have hood, two front hand warmer pockets, zipper front, ribbed cuffs and waist.
- 3.1.5.4.4 Must be machine wash and dry.
- 3.1.5.4.5 Must have water repellent properties.
- 3.1.5.4.6 Size must be small through 4XL; with tall or long lengths.
- **3.1.5.4.7** Must have a thermal or equal insulated lining.
- **3.1.5.4.8** Agency patch on left sleeve; or embroidery or screen print on left chest area. Will be specified on each order.

### 3.1.5.5 Work Wear Jacket Carhartt Item JC492 or J130 or equal

- **3.1.5.5.1** Colors: must provide brown, black, and navy.
- 3.1.5.5.2 Fabric: must be cotton duck or equal fabric.
- 3.1.5.5.3 Sizes: Men's small through 4XL, including tall; Women's small through 2XL, including tall.
- **3.1.5.5.4** Must have polyester flannel lining in body of jacket and nylon lining in sleeves or equal lining materials.
- 3.1.5.5.5 Must have front zipper.
- 3.1.5.5.6 Must have two pockets.
- 3.1.5.5.7 Must have attached lined hood with draw cord.
- 3.1.5.5.8 Must be machine wash and dry.

# Public Service Commission Staff Uniforms CRFQ PSC25\*01

- **3.1.5.5.9** Must be wind and water resistant.
- 3.1.5.5.10 Agency patch must be attached to left sleeve.

### 3.1.5.6 Short Sleeve Coverall, Red Kap Item JS093 or equal

- **3.1.5.6.1** Fabric: must be a Polyester / Cotton blend.
- **3.1.5.6.2** Color: Must provide navy; should provide lighter color such as gray or blue if also available.
- 3.1.5.6.3 Sizes: Men's small through 4XL; regular and long length.
- 3.1.5.6.4 Must have two set-in front pockets.
- 3.1.5.6.5 Must have two patch hip pockets.
- 3.1.5.6.6 Must have two breast pockets.
- 3.1.5.6.7 Must have two-way brass zipper.
- 3.1.5.6.8 Must be stain resistant and have moisture-wicking finish.

#### 3.1.5.7 Short Sleeve T-Shirt

- 3.1.5.7.1 Colors: must provide black, gray, yellow, green. Navy, orange.
- 3.1.5.7.2 Fabric: must be cotton blend.
- 3.1.5.7.3 Sizes: Small through 4XL.
- **3.1.5.7.4** Agency logo will be embroidered or screen printed or equal on left or right chest.

# 3.1.5.8 Elbeco UFX Ultra-Light Long Sleeve Hi Vis Polo, Galls Item SG735 or equal

- **3.1.5.8.1** Colors: must provide hi viz yellow.
- **3.1.5.8.2** Fabric: must be moisture wicking, UV 40+ protection, polyester.
- 3.1.5.8.3 Sizes: Small through 4XL.
- 3.1.5.8.4 Must have mesh underarm vents.
- 3.1.5.8.5 Must be long sleeve.

# 3.1.6 Eligible Items 6: Tactical Uniform Equipment

### 3.1.6.1 Hearing Protection

- **3.1.6.1.1** Must have adjustable over the head plastic headband.
- **3.1.6.1.2** Must have padded ear cuffs, for both ears.
- 3.1.6.1.3 Must be lightweight, 1lb or less.
- 3.1.6.1.4 Color: prefer black.

3.1.6.1.5 Must have a Noise Reduction Rating (NRR) 22 or greater; must protect hearing against gunshot noise and commercial vehicle engine noise. (Exhibit B).

# 3.1.6.2 Body Armor, Point Blank Body Armor Elite IV, or equal

- 3.1.6.2.1 Must comply with National Institute of Justice 0101.06 Level II and IIIA Ballistic Resistance body armor standards. (Exhibit B)
- **3.1.6.2.2** Must be self-suspending with adjustable shoulder straps.
- 3.1.6.2.3 Carrier must be lightweight and flexible.
- 3.1.6.2.4 Must include trauma plates.
- **3.1.6.2.5** Must have Velcro, or equal hook and loop closures, for adjustable fit and ease of removing.
- 3.1.6.2.6 Sizes: vendor will be required to measure Agency staff at Agency's location to provide appropriate and custom sizing per order.
- 3.1.6.2.7 Color must be black.
- **3.1.6.2.8** Vest shapes must be provided for male and female body types.

# 3.1.6.3 Shooting Safety Glasses

- **3.1.6.3.1** Colors: Must provide clear and tinted lens options.
- 3.1.6.3.2 Sizes: One size fits most.
- 3.1.6.3.3 Must provide peripheral vision protection, wraparound.
- **3.1.6.3.4** Must have cushioned adjustable temples.
- **3.1.6.3.5** Must have ventilation for anti-fog performance.
- **3.1.6.3.6** Must be scratch and impact resistant.

### 3.1.6.4 Double Magazine Pouch

- **3.1.6.4.1** Colors: must be black, plain finish.
- **3.1.6.4.2** Must fit up to 2 ¼" wide duty belt.
- 3.1.6.4.3 Current firearm used by PSC Officers is a 9 millimeter. The double magazine pouch must fit/hold 9 millimeter double column magazines.

## 3.1.6.5 Standard Handcuff Case

- 3.1.6.5.1 Material: must be leather.
- 3.1.6.5.2 Colors: must be black, plain finish.
- **3.1.6.5.3** Must fit up to 2 ½" wide duty belt.

### **3.1.6.5.4** Must have hidden snap closure.

# 3.1.6.6 Universal Handcuff Keys

**3.1.6.6.1** Must be compatible with all standard handcuffs.

### 3.1.6.7 Handcuffs, Smith and Wesson Model 100 # 350103, or equal

- **3.1.6.7.1** Material: must be carbon steel or equal material.
- 3.1.6.7.2 Must be nickel finish.
- **3.1.6.7.3** Must have double lock engaging pin for security.
- **3.1.6.7.4** Must have smooth ratchets for swift cuffing.
- **3.1.6.7.5** Inner perimeter range should be  $5 \frac{3}{4}$ " 8".
- **3.1.6.7.6** Should weigh 10 oz. or less.
- **3.1.6.7.7** Must have multiple locking positions, and come with keys.

### 3.1.6.8 Expandable Baton Holder

- 3.1.6.8.1 Color: must be black, plain finish.
- **3.1.6.8.2** Must fit up to 2 ¼" wide duty belt.
- **3.1.6.8.3** Must hold 21" expandable baton, Contract Item 3.1.6.9.

### 3.1.6.9 Expandable Baton, ASP # 52411, or equal

- 3.1.6.9.1 Material: must be steel.
- 3.1.6.9.2 Color: must be black, chrome plated.
- 3.1.6.9.3 Must have foamed vinyl grip.
- **3.1.6.9.4** Grips must be removable and replaceable.
- 3.1.6.9.5 Must have an impact forged tip.
- 3.1.6.9.6 Must be 21" length expandable, closed 7 3/4".
- **3.1.6.9.7** Must be lightweight, 16.5 oz. or less.

### 3.1.6.10 LED Flashlight with Charger, Galls Item FL622, or equal

- **3.1.6.10.1** Material: must be aluminum or equal durable material.
- **3.1.6.10.2** Color: must be black.
- 3.1.6.10.3 Must have non slip grip, rubber handle.
- **3.1.6.10.4** Must have minimum of four lighting modes: high, medium, low, and strobe.
- **3.1.6.10.5** Must have impact resistant and scratch resistant lens.
- 3.1.6.10.6 Must be water resistant.
- 3.1.6.10.7 Must be lightweight.

**3.1.6.10.8** Must have rechargeable battery.

3.1.6.10.9 Must provide AC and DC charger.

### 3.1.6.11 Weapon Holster

- **3.1.6.11.1** Must be leather.
- 3.1.6.11.2 Color: Must be black, plain finish.
- **3.1.6.11.3** Must have contoured paddle with flexible wings to keep holster secured when weapon is drawn.
- **3.1.6.11.4** PSC Officer's current firearm is a 9 millimeter. The Weapon Holster must secure and properly fit 9 millimeter weapon.
- **3.1.6.11.5** Holder should fit 2 1/4" wide duty belt.
- 3.1.6.11.6 Left and right hand holsters must be provided.

# 3.1.7 Eligible Items 7: Insignias

### 3.1.7.1 Eagle Badge, Blackington B38 Badge or equal

- 3.1.7.1.1 Material: hard enamel.
- **3.1.7.1.2** Must provide gold and nickel badges.
- 3.1.7.1.3 Badge size: maximum height should be 3".
- **3.1.7.1.4** Must be engraved to Agency specifications with filled lettering and a center WV State seal.
- 3.1.7.1.5 Must provide options for either screw, pin, or clutch fastener AND flat back (flat to fit badge wallet); options will be specified on each order as needed.
- **3.1.7.1.6** Lettering must be block bold format.

\*Example provided as visual aid and not representation of the final product.



### 3.1.7.2 Eagle Hat Badge, Blackington B519 or equal

**3.1.7.2.1** Material: Should be hard enamel.

#### REQUEST FOR QUOTATION

### Public Service Commission Staff Uniforms CRFQ PSC25\*01

- **3.1.7.2.2** Must provide gold and nickel badges.
- 3.1.7.2.3 Badge size: maximum height should be 1.5".
- **3.1.7.2.4** Must be engraved to Agency specifications with filled lettering and a center WV State seal.
- **3.1.7.2.5** Must provide option for either screw back or clutch fastener.

\*Example provided as visual aid and not representation of the final product.



#### 3.1.7.3 Leather Badge Case, Galls Item BC255 or equal

- 3.1.7.3.1 Must hold standard size identification.
- **3.1.7.3.2** Should be no more than 1/2" thick when folded.
- 3.1.7.3.3 Smooth black leather.
- **3.1.7.3.4** Badge cut out must match size of badge in 3.1.7.1.

## 3.1.7.4 Lt. Colonel Oak Leaf Collar Insignia Pin, Galls Item BD261 or equal

- **3.1.7.4.1** Must provide gold and nickel.
- **3.1.7.4.2** Must provide small size (3/4") and a larger size (1"). Sizes are approximate.
- 3.1.7.4.3 Must have a pin or clutch backing.

#### 3.1.7.5 Colonel Collar Insignia Pin, Galls Item BD254 or equal

- 3.1.7.5.1 Must provide gold and nickel
- 3.1.7.5.2 Should be no larger than 3/4" in size.
- 3.1.7.5.3 Must have a pin or clutch backing.

### 3.1.7.6 West Virginia and USA Crossed Flag Pin

3.1.7.6.1 Must provide pin outline options of gold and silver, to be specified with each order.

- 3.1.7.6.2 The actual flags must be in color.
- 3.1.7.6.3 Should be no larger than 1"w.
- **3.1.7.6.4** Must be enamel with epoxy coating.
- **3.1.7.6.5** Must have clutch or pin backing.
- **3.1.7.6.6** Agency will allow a per order minimum of 50 per pack, per order.



#### **3.1.7.7 Patches**

- **3.1.7.7.1** Embroidered Uniform Patches are to be sewn on or heat-sealed and must have a merrowed edge.
- **3.1.7.7.2** Patches must be made of materials that are fade resistant and machine washer and dryer safe.
- 3.1.7.7.3 Flame Resistant patches will also be required. These patches will be required for Flame Resistant clothing and must be made of Flame Resistant safe fabrics.
- **3.1.7.7.4** The cost to apply patches is SOLEY the responsibility of the Vendor and should be factored into Vendor's bid.
- 3.1.7.5 Vendor may charge for patches, in a maximum quantity of 100 per Agency approved order, and Vendor must hold patches at their facility to apply to clothing when ordered. Any unused patches must be surrendered to the PSC at the end of the contract.
- 3.1.7.7.6 Gas Pipeline Safety Inspectors will use Flame Resistant patches, and will be approximately 4 1/4" x 4 1/4", silkscreened in black, gold, and royal blue. These will be applied to the left sleeve of all shirts, iackets, and coveralls for this section
- 3.1.7.7.7 Enforcement Officer Patches will be triangular in shape and will be approximately 4 1/4" x 4 1/4", silkscreened in black, gold, and royal blue. These will be applied to both sleeves of all shirts and jackets for this section.
- 3.1.7.7.8 Railroad Safety Inspectors patches will be triangular in shape and approximately 4 1/4" x 4 1/4", silkscreened in black, gold, and royal blue. These will be applied to the left sleeve of all shirts, jackets, and coveralls for this section.

- 3.1.7.7.9 CRTS Inspectors patches will be triangular in shape and will be approximately 4 1/4" x 4 1/4", silkscreened in black, gold, and royal blue. These will be applied to the left sleeve of all shirts, jackets, and coveralls for this section.
- **3.1.7.7.10** Ball caps must have a triangular 3" x 3" silkscreened PSC Enforcement patch in black, gold, and royal blue on front center of cap.
- 3.1.7.7.11 Agency will provide the necessary artwork samples and/or files to the successful Vendor in order for Vendor to match colors, size and style of current PSC patches.
- 3.1.7.7.12 Agency will specify on each order the type of patch.

## Patch Examples -









# 3.1.7.8 Rank Emblems, Penn Corporal Chevron Emblem UA124 and Penn Sergeant Chevron Emblem UA125 or equal

- 3.1.7.8.1 The cost to sew or adhere emblems is SOLEY the responsibility of the Vendor and must be included in Vendor's bid.
- 3.1.7.8.2 Must provide Standard Corporal Chevron Emblem in black and silver; two stripes, approximate size 3 ¼"H x 3" W.
- 3.1.7.8.3 Must provide Standard Sergeant Chevron Emblem in Silver on Black; three stripes, approximate size 3 ¼" H x 3" W.
- **3.1.7.8.4** Emblems must be made of materials that are fade resistant and machine washer and dryer safe.

3.1.7.8.5 Vendor may charge for emblems, in a maximum quantity of 100 each per Agency approved order, and Vendor must hold emblems at their facility to apply to clothing when ordered. Any unused emblems must be surrendered to the Agency at the end of the contract.

#### 3.1.7.9 Embroidery or Screen printing

- 3.1.7.9.1 The cost to sew embroidery or to screen print Agency logos is SOLEY the responsibility of the Vendor and must be included in Vendor's bid.
- **3.1.7.9.2** Embroidery thread must be fade resistant, machine washer and dryer safe.
- 3.1.7.9.3 Embroidery for Flame Resistant clothing must be made with Flame Resistant fabric and Flame Resistant thread and must be fade resistant, machine washer and dryer safe.
- 3.1.7.9.4 Embroidery on left chest area of shirts must be minimum of 2"x2" in diameter. Embroidery must be available for all work wear and Flame Resistant shirts, (instead of patch). Will be specified on each order.
- **3.1.7.9.5** Thread must be white, black, or gold depending on shirt color ordered. Color will be specified on each order.
- 3.1.7.9.6 Screen printing or equal ink/colors must be white or black and minimum design diameter of 3"x3" or as specified on order. Screen printing must be available for all work wear shirts and jackets, and all rain gear, safety vests, and beanies. Will be specified on each order.
- 3.1.7.9.7 Final designs will be approved at contract award and modifications agreed to by Agency and Vendor. The Agency has one logo but several divisions, the wording for each division is different.

#### **EXAMPLES**

**Embroidery** 



Screen printing

### 3.1.8 Eligible Items 8: Miscellaneous

#### 3.1.8.1 Mourning Bands

- **3.1.8.1.1** Color: must be black.
- **3.1.8.1.2** Must be  $\frac{1}{2}$ " wide and flexible to fit over badges.
- **3.1.8.1.3** Agency will allow a maximum per order requirement of 12 per pack, per order.

#### 3.1.8.2 Customizable Name Tags

- 3.1.8.2.1 Must provide gold and nickel plated name tags with a polished (shiny) finish.
- **3.1.8.2.2** Tag size should not exceed 2.5"L x 1/2" H.
- **3.1.8.2.3** Must be single line print allowing up to 20 characters.
- **3.1.8.2.4** Must have pin or clutch backing.
- 3.2 Measurements: Upon request by the Agency, the successful bidder must measure/fit employees at no additional cost to the Agency. Measurements must be performed within fifteen (15) calendar days of request. Vendor may send a representative to the Agency headquarters in Charleston to perform these measurements or Agency staff may commute to a Vendor's chosen location within a sixty mile radius of Charleston. Vendor may elect to provide measurement training to an Agency staff member to assist with measurement issues. However, Vendor must do all measurements as requested for Body Armor.

- 3.3 Liquidated Damages: The Vendor may be assessed \$.50 per contract item per day for late deliveries, and this amount may be deducted from the invoice for the late-received goods at the Agency's discretion. This deduction is in addition to other remedies available to the State of West Virginia and Agency. Delivery clock will start one (1) business day after Agency sends Vendor order.
- **3.4 Warranty:** All material must be new, of current manufacture, and must carry the standard warranties prescribed for each specified fabric. Workmanship and products must be in accordance with standard practices of the trade. Special attention is directed to the fact that seams tearing at the seam line, gathering of fabric or puckering of garments after wear or use is not acceptable. Garments must be fully warrantied against defects for a minimum of 90 days.

#### 4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

- 4.1 Contract Award: This Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.
- **4.2 Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

4.3 Pricing Pages: Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Vendor's Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Catalog Prices, Units Provided for Catalog Price, Unit Prices, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity 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.

Vendors are **strongly encouraged** to complete the Pricing Pages through wvOASIS or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Larry.D.McDonnell@wv.gov

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

#### 5. Catalog:

5.1 Submission. Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into wvOASIS will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

5.2 Catalog Modification: The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

In the event that multiple vendors are awarded a contract under the Solicitation, the first priority vendor shall not be permitted to include in its updated Catalog items being sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.

#### 6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

6.2 Invoicing and Payment: Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

#### 7. DELIVERY AND RETURN:

- 7.1 Delivery Time and Place: Vendor shall deliver standard orders within fourty-five (45) calendar days 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. Eligible Items must be delivered to Agency at 201 Brooks Street Charleston, WV 25301.
- 7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
  - Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division. Vendor should note that delayed shipments are subject to late delivery liquidated damages as referenced in the specifications above and is solely assessed as the Agency deems appropriate.
- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.4 Return of Unacceptable Items: Items that Agency deems unacceptable 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.
- 7.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

#### 8. VENDOR DEFAULT:

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

- **8.1.1** Failure to provide Eligible Items in accordance with the requirements contained herein.
- **8.1.2** Failure to comply with other specifications and requirements contained herein.
- **8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- **8.1.4** Failure to remedy deficient performance upon request.
- **8.2** The following remedies shall be available to Agency upon default.
  - **8.2.1** Immediate cancellation of the Contract.
  - **8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - **8.2.3** Any other remedies available in law or equity.

#### 9. MISCELLANEOUS:

- **9.1 No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
- **9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
- 9.3 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.
- 9.4 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:	Bob Kushner
Telephone Number:	859-397-4161
Fax Number:	877-914-2557
Email Address:	Kushner-Bob@galls.com

# Exhibit B Standards Public Service Commission Uniforms

#### FR contract items must meet NFPA 2112-current

National Fire Protection Association (NFPA). 2112. Current edition. Standard on Flame-Resistant Garments for Protection of Industrial Personnel Against Flash NFPA, 1 Batterymarch Park, P.O. Box 9101, Quincy, MA 02169

https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=2112

#### What Is Flame Resistant (FR) Clothing?

In the simplest terms, flame resistant clothing is engineered to self-extinguish upon removal of an ignition source. Specifically, FR clothing is:

- Made from natural or synthetic fabrics that are engineered to self-extinguish
- Designed to limit (not eliminate) burn injury

The difference between primary and secondary protective clothing:

#### **Primary Protective Clothing**

Clothing that is designed to be worn for work activities where significant exposure to molten substance splash, radiant heat, and flame is likely to occur." *Example: firefighter turnout gear* 

#### Secondary Protective Clothing

Clothing that is designed for continuous wear in designated locations where intermittent exposure to molten substance splash, radiant heat, and flame is possible." *Example: FR coveralls* 

#### NFPA 2112

- Standard on Flame-Resistant Garments for Protection of Industrial Personnel Against Flash Fire.
- Created for FR clothing manufacturers.
- Outlines the various performance requirements and testing methods for both the FR fabric and FR garments.
- Describes proper labeling and quality control requirements for the FR manufacturers.

In order to be compliant with NFPA 2112, fabrics must:

• Retain flame resistance through 100 cycles of laundering.

- Meet standards for heat transfer performance, thermal stability, and heat resistance.
- Result in less than 50% predicted body burn when tested on a thermal mannequin over 100% cotton underwear in a 3 second exposure.
- Meeting these thresholds, however, is not the final step. Independent third party evaluation of garments and components is required in order for FR clothing to be certified 2112 compliant. This includes meeting the following criteria:
  - o Fabrics and findings are component recognized
  - o Garments meet the requirements of the standard
  - o Facilities maintain proper quality control procedures to ensure product consistency (audited regularly by independent third party)

Understanding Test Procedures Informs Better Decision-Making

It is helpful to understand how fabric is tested to be NFPA 2112 compliant. In addition to the usual fabric performance requirements for flame resistance, heat resistance and thermal shrinkage, NFPA 2112 has additional requirements:

- Flame resistance of each fabric layer is required to be tested as received and after 100 cycles of washing and drying and/or dry cleaning.
- Heat Transfer Performance (HTP), formerly known as TPP, must be tested both with the fabric specimen in contact with the sensor assembly and separated from the sensor by a ¼- inch spacer. A minimum HTP rating of 6.0 is required for "spaced" and 3.0 for "contact".
- Coveralls made to a standard pattern from candidate fabrics are tested for overall flash fire exposure on an instrumented mannequin in accordance with ASTM Test Method F1930. The exposure heat flux is 84 kW/m² (2.02 cal/cm²/sec) with an exposure time of 3.0 seconds. The average total predicted body burn must not exceed 50%.

NFPA mandates strict labeling requirements for 2112 compliant clothing.

First, the label must bear the mark of the third-party certifier. Secondly, the following words and the edition of the standard must appear on the label of a certified garment:

"THIS FLAME-RESISTANT GARMENT MEETS THE REQUIREMENTS OF NFPA 2112-current STANDARD ON THE FLAME-RESISTANT GARMENTS FOR THE PROTECTION OF INDUSTRIAL PERSONNEL AGAINST FLASH FIRE"

Without these two items the FR clothing in question is "not" certified compliant.

Hazard Risk Category Levels

The chart, based on specific job tasks, ranges from HRC 1 (which is low risk and allows for 100% treated cotton), up to HRC 4 (which is high risk and requires FR clothing with a minimum arc rating of 40). The HRC is used to determine the necessary arc rating of a garment worn during a given job task. Wearing multiple layers of clothing may be required to obtain the necessary rating required for your job.

NFPA® has identified four FR hazardous risk category levels, which are numbered by severity from 1 to 4. Hazard Risk Category is the level of arc flash protection clothing you must wear to protect against a minimum level of incident energy measured in calories per centimeter squared. Meaning, electrical equipment, depending upon the energy delivering capability, under fault conditions can cause an explosion, or arc fault of a certain level, again measured in calories per centimeter squared. That explosion can deliver a certain amount of heat to a certain distance. Each level, 0-4, is rated at a certain amount of flame resistance, again measured in cal/cm2.

Hazard Risk Category	Minimum Arc Rating	Proper Apparel Needed
HRC 1	4 cal/cm2	Arc-rated shirt and pants or arc-rated/flame-resistant coveralls
HRC 2	8 cal/cm2	Arc-rated shirt and pants or arc-rated/flame-resistant coveralls
HRC 3	25 cal/cm2	Arc-rated shirt and pants or arc-rated /flame-resistant coveralls and arc flash suit
HRC 4	40 cal/cm2	Arc-rated shirt and pants or arc-rated /flame-resistant coveralls and arc flash suit

A value of the energy necessary to pass through any given fabric to cause with 50% probability a second or third degree burn. This value is measured in calories/cm². The necessary Arc Rating for an article of clothing is determined by a Hazard/Risk Assessment and the resulting HRC. Usually measured in terms of ATPV or EBT. Simple put the ARC rating determines the protective characteristics of the fabric. The higher the ARC rating value the greater the protection. When the product is sold to protect workers from arcing faults, clothing manufacturer are required in indicate the ARC rating.

#### NFPA®

The National Fire Protection Association, known as NFPA®, was established in 1896, it's mission is to reduce the worldwide burden of fire and other hazards on the quality of life by providing and advocating consensus codes and standards, research, training, and education. NFPA® is the world's leading advocate of fire prevention and an authoritative source on public safety, NFPA® develops, publishes, and disseminates more than 300 consensus codes and standards intended to minimize the possibility and effects of fire and other risks. For more info visit www.nfpa.org.

NFPA® 2112 Explained

NFPA® 2112 provides minimum performance criteria and sets clear guidelines for minimum design, performance, certification requirements and test methods for Flame Resistant garments for use in areas at risk from flash fires—such as those where flammable gases or vapors, or combustible dusts might be present. The standard calls for flash fire testing to be conducted at three seconds with a pass/fail rate of 50% total body burn under ASTM F1930 (Standard Test Method for Evaluation of Flame Resistant Clothing for Protection Against Flash Fire Simulations Using an Instrumented Manikin) testing protocols. Garments should be certified by Underwriters laboratories to the requirements of NFPA® 2112, Standard on Flame Resistant Garments for Protection of Industrial Personnel Against Flash Fire, Workwear for protection against Hydrocarbon Flash Fire. For more info visit www.nfpa.org.

#### NFPA® 70E - Basic Terms & Definitions

Arc Flash: An explosive release of energy caused by an electrical arc. An arc flash results from either a phase to ground or a phase to phase fault caused by such occurrences as accidental contact with electrical systems, build up of conductive dust, corrosion, dropped tools, and improper work procedures. During an arc flash, the temperature can reach 35,000° Fahrenheit, and exposure to an arc flash can result in serious burn injury and death. Every year, more than 2,000 people are admitted to burn centers with severe arc-flash burns.

Arc Rating: A value of the energy necessary to pass through any given fabric to cause with 50% probability a second or third degree burn. This value is measured in calories/cm<sup>2</sup>. The necessary Arc Rating for an article of clothing is determined by a Hazard/Risk Assessment and the resulting HRC. Usually measured in terms of ATPV or EBT.

Calorie: The energy required to raise one gram of water one degree Celsius at one atmosphere pressure. Second-degree burns occur at 1.2 calories per centimeter squared per second (cal/cm<sup>2</sup>).

Flash Hazard: A dangerous condition caused by the release of energy from an electric arc.

Flash Hazard Analysis: A study investigating the potential exposure to arc-flash energy that a worker faces while performing a specific job task. The data collected in a Flash Hazard Analysis is used for the purpose of injury prevention and the determination of safe work practices and the appropriated levels of FR clothing and PPE.

Flash Protection Boundary: The distance from an exposed live part within which a person could receive a second-degree burn if an electrical arc were to occur.

FR (Flame Resistant): FR refers to the ability of a material to self-extinguish upon the removal of an ignition source.

HRC (Hazard/Risk Category): The five Hazard/Risk categories are specified by the chart listed in NFPA® 70E. The chart, based on specific job tasks, ranges from HRC 1 (which is low risk and allows for 100% treated cotton), up to HRC 4 (which is high risk and requires FR clothing with a minimum arc rating of 40). The HRC is used to determine the necessary arc rating of a garment worn during a given job task.

NFPA® 70E: A work standard published by the National Fire Protection Association (NFPA®) that covers aspects of electrical safety in the workplace. It includes the recommendation that those who work with, on or around energized equipment use adequate protection, including FR clothing.

#### 1. Contract items 3.1.79, 3.1.80, 3.1.93, and 3.1.94 - Safety Toe Shoes

#### **Must meet ASTM F2413-current**

ASTM F2413-current, Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear, ASTM International, West Conshohocken, PA, 2018, www.astm.org

#### http://www.astm.org/cgi-bin/resolver.cgi?F2413

This specification covers the minimum design, performance, testing, and classification requirements, and prescribes fit, function, and performance criteria for footwear designed to be worn to provide protection against a variety of workplace hazards that can potentially result in injury. It is not the intention of this specification to serve as a detailed manufacturing or purchasing specification, but can be referenced in purchase contracts to ensure that minimum performance requirements are met. Footwear conforming to this specification shall meet the performance requirements for the following: impact resistance for the toe area of footwear; compression resistance for the toe area of footwear; metatarsal protection that reduces the chance of injury to the metatarsal bones at the top of the foot; conductive properties which reduce hazards that may result from static electricity buildup, and reduce the possibility of ignition of explosives and volatile chemicals; electric shock resistance; static dissipative (SD) properties to reduce hazards due to excessively low footwear resistance that may exist where SD footwear is required; puncture resistance of footwear bottoms; chain saw cut resistance; and dielectric insulation.

ASTM F2413-current Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear covers minimum requirements for the design, performance, testing and classification of protective footwear. The purpose of this standard is the certification of protective footwear. The certification must be performed by independent third party laboratories.

Footwear certified as meeting ASTM F2413-current must first meet the requirements of Section 5.1 Impact Resistant Footwear and Section 5.2 Compression Resistant Footwear. Then the requirements of additional sections such as metatarsal protection, conductive protection, electric hazard resistance, static dissipative protection and protection against punctures can be met.

All footwear manufactured to the ASTM specification must be marked with the specific portion of the standard with which it complies. One shoe of each pair must be clearly and legibly marked (stitched in, stamped on, pressure sensitive label, etc.) on either the surface of the tongue, gusset, shaft or quarter lining. The marking must be enclosed in a rectangular border and a four-line format is suggested. Line four is used only when more than three sections of the standard applies to the footwear.

Each protective toe cap must be marked with the manufacturer's name, trademark or logo. The cap number or identification, toe cap size and R (right) / L (left) must be permanently stamped or marked in a conspicuous location. Each metatarsal and punctureresistant device must be marked with the manufacturer's name, trademark or logo and device number or identification in a conspicuous location.

The following is an example of an ASTM F2413-current marking that may be found on protective footwear:
ASTM F2413-current
M I/75/C/75/Mt75
PR

Line #1: ASTM F2413-current

This line identifies the ASTM standard. It indicates that the protective footwear meets the performance requirements of ASTM F2413 issued in 2018.

Line #2: M I/75 C/75 Mt75

This line identifies the gender (M [Male] or F [Female]) of the user. It also identifies the existence of impact resistance (I), the impact resistance rating (75 foot-pounds), compression resistance (C) and the compression resistance rating (75) which correlates to 2500 pounds of compression. The metatarsal designation (Mt) and rating (75 foot-pounds) is also identified.

Line #3: PR (puncture resistant)

2. Contract Items 3.1.32, 3.1.33, 3.1.75, and 3.1.76 – Rain Jackets and Safety Vests

### Must meet ANSI/ISEA 107-current Class III high visibility

ANSI/ISEA 107-current: American National Standard for High Visibility Safety Apparel and American National Standards Institute/International Safety Equipment Association, ANSI/ISEA 107"American National Standard for High-Visibility Safety Apparel and Head Wear" Arlington, VA • 1999 (rev. 2004, 2010, 2015)

#### https://webstore.ansi.org/Standards/ISEA/ANSIISEA1072015

Approved in 2015, the ANSI/ISEA 107-2015 revision updates the ANSI/ISEA 107-2004, 2010 standard. The standard specifies the types, classes and colors of high-visibility clothing required by workers exposed to traffic hazards, such as road construction workers, surveyors and others who work on or near roadways.

The basic high-visibility garment includes three components: background material, retroreflective material (bands) and combined-performance material (a combination of retroreflective and fluorescent material that may separate the two). The color of the background material and the combined-performance material can either be fluorescent yellow-green or fluorescent orange-red. Combined performance material is considered part of the background for purposes of total area required. Retroreflective material reflects light back to the source when light shines on it.

The standard specifies three classes of high-visibility garments based on the wearer's activities. Garment classes are differentiated by the amount of background material; the width of retroreflective material used and garment design.

#### Class 3 Wearer/Activities

Workers with high task loads in a wide range of weather conditions where traffic exceeds 50 mph. The standard recommends these garments for all roadway construction personnel, vehicle operators, utility workers, survey crews, emergency responders, railway workers and accident site investigators.

#### Class 3 Garment

Superior visibility – the highest level of conspicuity. Background material must total 1240in. Garment must have sleeves with retroreflective material between the shoulders and elbows. The width of retroreflective bands shall not be less than 50mm wide.

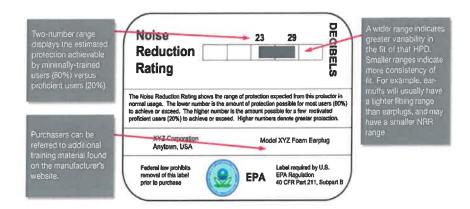
Design requirements and minimum performance criteria are found in Sections 6, 7 and 8 of the standard. ANSI/ISEA 107-2015 requires that the background material and retroreflective or combined-performance material used in the construction of a finished garment be certified by an accredited, independent third-party laboratory to ensure that the materials meet the specified performance criteria imposed by the standard.

### 3. Contract Item # 3.1.38. - Hearing Protection

Occupational Safety & Health Administration, 200 Constitution Ave NW, Washington, DC 20210

#### Noise Reduction Rating (NRR) of 22

https://www.osha.gov/pls/oshaweb/owadisp.show\_document?p\_table=STANDARDS&p\_id=9737



### 4. Contract Item # 3.1.50- Body Armor

Must comply with National Institute of Justice 0101.06 Level II and IIIA Ballistic Resistance body armor standards.

# U.S. Department of Justice Office of Justice Programs 810 Seventh Street N.W. Washington, DC 20531

National Institute of Justice 0101.06 Level II and IIIA Ballistic Resistance body armor standards. <a href="https://www.ncjrs.gov/pdffiles1/nij/223054.pdf">https://www.ncjrs.gov/pdffiles1/nij/223054.pdf</a>

Explanatory Material for Section 2 NIJ Body Armor Classification The ballistic threat posed by a bullet depends on its composition, shape, caliber, mass, angle of incidence, and impact velocity, among other things. Because of the wide variety of bullets and cartridges available in a given caliber and the existence of hand loaded ammunition, armors that will defeat a standard test round may not defeat other threats of the same caliber. An armor that defeats a given lead bullet may not resist perforation by other bullets of the same caliber having different construction or configuration. The test ammunitions specified in this standard represent higher velocity versions of threats that law enforcement officers may face in the United States, but which also are among the more difficult threats to safely stop. By testing armors against these threats, the armor will generally be able to stop a wide variety of similar and lesser threats. As of the publication of this standard, ballistic resistant body armor suitable for full-time wear throughout an entire shift of duty is available in classification Types IIA, II, and IIIA, which provide increasing levels of protection from handgun threats. Type IIA body armor

will provide minimal protection against smaller caliber handgun threats. Type II body armor will provide protection against many handgun threats, including many common, smaller caliber pistols with standard pressure ammunition, and against many revolvers. Type IIIA body armor provides a higher level of protection, and will generally protect against most pistol calibers, including many law enforcement ammunitions, and against many higher powered revolvers.



Signature X

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 Clothing

Proc Folder:	1434946				Reason for Modification:
Doc Description:	Public Service Commission	Staff Uniforms			To post Addendum 01
Proc Type:	Central Master Agreement				
Date Issued	Solicitation Closes	Solicitation No			Version
2024-07-23	2024-08-01 13:30	CRFQ 0926	PSC2500000001		2
BID RECEIVING LO	DEATION				
BID CLERK					
DEPARTMENT OF					
PURCHASING DIV					
2019 WASHINGTO					
CHARLESTON	WV 25305				
US					
VENDOR		111712			
Vendor Customer	Code:				
Vendor Name :					
Address :					
Street :					
City:					
State :		Country:		Zip:	
Principal Contact:	ks				
Vendor Contact Ph	none:	E	extension:		
FOR INFORMATION	N CONTACT THE BUYER				
Larry D McDonnell	TOOMING! IIIE DOTEK				
304-558-2063					
larry.d.mcdonnell@v	vv.gov				
Vendor					

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

 Date Printed:
 Jul 23, 2024
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

**DATE** 

FEIN#

### ADDITIONAL INFORMATION

Addendum 01

To attach answers to vendor questions.

To attach revised electronic version of Exhibit A - Pricing Page. Vendor must use revised Exhibit A - Pricing Page when submitting bid respond.

To extend bid opening date from 7/25/2024 to 8/01/2024.

Bid opening time still remains at 1:30PM EST

No other changes

INVOICE TO		SHIP TO		
PUBLIC SERVICE COMMISSION 201 BROOKS ST		PUBLIC SERVICE COMMISSION 1116 QUARRIER ST		
CHARLESTON US	WV	CHARLESTON US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Public Service Commission Staff Uniforms	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
53102700				

### **Extended Description:**

See attached documentation for further details.

## SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Vendor Questions Due by 2:00PM EST	2024-07-18

Date Printed: Jul 23, 2024 Page: 2 FORM ID: WV-PRC-CRFQ-002 2020/05

# SOLICITATION NUMBER: CRFQ PSC25\*01 Addendum Number: 1

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

#### **Applicable Addendum Category:**

1		Modify bid opening date and time
[	1	Modify specifications of product or service being sought
[ 🗸	1	Attachment of vendor questions and responses
[		Attachment of pre-bid sign-in sheet
[		Correction of error
[	ı	Other

### **Description of Modification to Solicitation:**

To attach answers to vendor questions.

To attach revised electronic version of Exhibit A - Pricing Page. Vendor must use revised Exhibit A - Pricing Page when submitting bid respond.

To extend bid opening date from 7/25/2024 to 8/01/2024.

Bid opening time still remains at 1:30PM EST

No other changes

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

#### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

### Addendum 01: CRFQ PSC25-01 - Public Service Commission Staff Uniforms Vendor Questions and Agency Responses

#### **Vendor Question 01:**

There are items on the bid with a description of the item but no brand name or model number. For example: 3.1.5.3 Hooded Sweatshirt. Do we just find a hooded sweatshirt and fill in the item number we use with pricing?

#### **Agency Answer 01:**

Provide the catalog price, units for catalog pricing, and unit price for section 3.1.5.3 Hooded Sweatshirt that meets all of the mandatory specifications.

For additional information see section 4.3 Pricing Page

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ PSC25\*01

**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 I	Numbers Received:			
(Check the bo	ox next to each addendum rec	ceive	d)	
[ X]	Addendum No. 1	[	]	Addendum No. 6
[ X]	Addendum No. 2	[	]	Addendum No. 7
[ ]	Addendum No. 3	[	]	Addendum No. 8
[ ]	Addendum No. 4	[	]	Addendum No. 9
[ ]	Addendum No. 5	[	]	Addendum No. 10
further unders discussion he	stand that any verbal represer ld between Vendor's represer	ntatio ntativ	n ma	Idenda may be cause for rejection of this bid. I ade or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.  Galls, LLC
				Company
				Authorized Signature
				08/05/24
				Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

### **EXHIBIT A - PRICING PAGE - REVISED - version 3**

## **PSC Tactical Items and Clothing**

### CRFQ PSC25\*01

	ligible item Description - All references purposes only and vendors may be the b product.				Discounte	d Unit Price Calculati	kon			Bidi Tetali Calcu	lation	
Item No.	Description		Category	Catalog Price	Units Provided for Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Annual Estimated Unit Oty	Discounted Unit Price	Item Total Cos
3.1.1	Law Enforcement and Tacti	cal Ur	iform									
3.1.1.1	Class A Pants, Spiewak, Item SPDU27 or equal		Law Enforcement and Tactical Uniform									
	Sizes:											
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3.1.1.2	Class A Duty Shirt		Law Enforcement and Tactical Uniform									
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	Men Large		\$	45.00
	Men X Large		\$	45.00
	Men 2X Large		\$	45.00
	Men 3X Large		\$	45.00
	Men 4X Large		\$	45.00
	Women Small		\$	45.00
	Women Medium		\$	45.00
	Women Large		\$	45.00
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3.1.1.6	Base Layer Shirt	Law Enforcement and Tactical Uniform										
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	Women 2X Large		\$	51.76	\$	51.76	15%	\$ 44.00	Each		\$	44
3.1.1.7	Base Layer Legging	Law Enforcement and Tactical Uniform										
	Sizes:									+ -		_
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	Men 2X Large		s			51.76	-			+ -	\$	44
	Men 3X Large		5		\$		15%	\$ 44.00		+ -	\$	44
	Women X Small			32.70	\$	51.76	15%	\$ 44.00	<del></del>	_	\$	44
			\$		_ \$	51.76	15%	\$ 44.00	Each		\$	44
	Women Small		\$		\$	51.76	15%	\$ 44.00	Each		\$	44
	Women Medium		\$	51.76	\$	51.76	15%	\$ 44.00	Each		\$	44
	Women Large		\$	51.76	\$	51.76	15%	\$ 44.00	Each	_	\$	44
	Women X Large		\$	51.76	\$	51.76	15%	\$ 44.00		_	\$	44
3.1.1.8	Duty Jacket	Law Enforcement and Tactical Uniform										
	Sizes:									T -		
	Small		\$	235.29	1 \$	235.29	15%	\$ 200.00	Each	_	\$ :	200
	Medium		\$	235.29	1 8	235.29	15%	\$ 200.00		T =		200
	Large		S		1 \$	235.29	15%	\$ 200.00		+ -		
	Xlarge		5		1 \$	235.29	15%			+ -		200
	2X Large		5							+ -		200
	3X Large	$\vdash$			1 \$	235.29	15%	\$ 200.00		+ -		200
			5		1 \$	235.29	15%	\$ 200.00			\$	200
	4X Large		\$		\$	235.29	15%	\$ 200.00	Each		\$	200
	5X Large		\$	235.29	. \$	235.29	15%	\$ 200.00	Each			200
3.1.1.9	High Visibility Vinyl Rain Jacket	Low Enforcement and Tactical Uniform								Ī		
	Sizes:				_					+ -	_	_
	Small		5	29.41	s	29.41	15%	\$ 25.00	Each	+ -	6	-
	Medium		S		s	29.41	15%	\$ 25.00		+ -	\$	25
	Large		\$							4 =	\$	25
	X Large				_ <u> </u>	29.41	15%	\$ 25.00		+ -	\$	25
	2X Large		\$		_ \$	29.41		\$ 25.00		_	\$	25
			ş		\$	29.41		\$ 25.00			\$	25
					\$						1 .	_
	3X Large 4X Large		S 5		— ş	29.41 29.41		\$ 25.00			\$	25

3.1.1.10	High Visibility Safety Vest		Law Enforcement and Tactical Uniform													
	Sizes:															
	Small			\$	21.18		\$.	21.18	15%	\$	18.00	Each		\$	18.00	5
	Medium	_		\$	21.15		\$	21.18	15%	\$	18.00	Each		\$	18.00	S
	Large	_		\$	21.18		\$	21.18	15%	\$	18.00	Each		\$	18.00	
	X Large	_		\$	21.18		\$	21.18	15%	\$	18.00	Each		\$	18.00	s
	2X Large	_		\$	21.18		\$	21.18	15%	\$	18.00	Each		\$	18.00	5
	3X Large	_		\$	21.18		\$	21.18	15%	\$	18.00	Each		S	18.00	S
	4X Large			\$	21.18		\$	21,18	15%	\$	18.00	Each		\$	18.00	S
3.1.2	Accessories												_	_		<u> </u>
3.1.2.1	Tactical Low Profile Ball Cap		Accessories										_	-		<u> </u>
	Sizes:												_	_		_
	One Size Fits Most			\$	11.76		\$	11.76	15%	\$	10.00	Each	_	\$	10.00	S
3.1.2.2	Campaign Hat, Galls Item HW258, or equal		Accessories												10.00	-
	Sizes:						I									
	Small			\$	152.94		\$	152.94	15%	\$	130.00	Each		\$	130,00	s
	Medium			\$	152.94		\$	152.94	15%	\$	130.00	Each		5	130.00	s
	Large			\$	152.94		\$	152.94	15%	\$	130.00	Each		\$	130.00	S
	X Large			\$	152.94		\$	152.94	15%	\$	130.00	Each		5	130.00	S
3.1.2.3	Campaign Hat Rain Cover Sizes:		Accessories	-		= =							=		100.00	Ě
	Fit 3.1.2.2			\$	10.59		s	10.59	15%	\$	9.00	Each		5	9.00	
3.1.2.4	Watch Cap (Beanle)		Accessories				1			+	2,500	COCII	+-	- 3	9.00	3
	Sizes:									+			-	$\rightarrow$		-
	One Size Fits Most			s	9.41		s	9.41	15%	5	8.00	Each	+		5.00	-
3.1.2.5	Leather Duty Belt, Safariland 4-Row Stitch Item #87 or equal		Accessories	Ť	5112	_	Ť	2.12	2214	1	8.00	Costi	+	\$	8.00	\$
	Sizes:						1			+-			<del></del>	$\rightarrow$		-
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	34			\$	69.41		Š	69.41	15%	\$	59.00	Each	+-	5		3
	36			\$	69.41		\$	69.41	15%	\$	59.00	Each	<del></del>	\$	59.00	3
	38			\$	69.41		s	69.41	15%	\$	59.00	Each	<del>-</del>	\$	59.00	3
	40			\$	69.41		Š	69.41	15%	\$	59.00	Each	<del></del>	\$	59.00	3
	42			s	69.41		s	69.41	15%	\$	59.00	Each	_	\$	59.00	\$
	44			s	69.41		\$	69.41	15%	\$	59.00	Each	_	\$	59.00	3
	46			\$	69.41		\$	69,41	15%	\$	59.00	Each	<del></del>	\$	59.00	9
	48			S	69.41		\$	69.41	15%	\$	59.00	Each	<del></del>	\$	59.00	0
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	54			\$	69.41		\$	69.41	15%	\$	59.00	Each	+-	\$	59.00	0
3.1.2.6	Tactical Leather Casual Belt, 5.11 Tactical Item LP537 or equal		Accessories							Ť		Location			39.00	3
	Sizes:															
	Smali			\$	38.24		\$	38.24	15%	\$	32.50	Each		\$	32.50	5
	Medium			\$	38.24		\$	38.24	15%	\$	32.50	Each		\$	32.50	5
	Large			\$	38.24		\$	38.24	15%	\$	32.50	Each		\$	32.50	S
	X Large			\$	38.24		\$	38.24	15%	\$	32.50	Each		\$	32.50	
	2X Large			\$	38,24		\$	38.24	15%	5	32.50	Each		\$	32.50	_
	3X Large			\$	38.24		\$	38.24	15%	\$	32.50	Each		\$	32.50	
	4X Large			\$	38.24		\$	38.24	15%	\$	32.50	Each		\$	32.50	
3.1.2.7	Leather Belt Keeps With Snaps Sizes:		Accessories				+			-						
	One Size			\$	4.12		\$	4.12	15%	\$	3.50	Each		\$	3.50	5
3.1.2.8	Clip on Tie		Accessories											- <del>  `</del>	3,30	T
	Sizes:													$\neg$		1
	Regular			\$	5.29		5	5.29	15%	\$	4.50	Each		- 5	4.50	1
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	Extra Long			S	5.29		\$	5.29	15%	\$	4.50	Each		\$	4.50	
3.1.2.9	Tactical Winter Gloves		Accessories				1			+	***************************************			- 1	9.30	+-
	Sizes:									1				_		_
	Men Small	-		\$	21.76		\$	21.76	15%	\$	18.50					

	Men Medium		\$	21.76
	Men Large		\$	21.76
	Men X Large		\$	21.76
	Men 2X Large		\$	21.76
	Women Small		\$	21.76
	Women Medium		\$	21.76
	Women Large		\$	21.76
	Women X Large		\$	21.76
3.1.2.10	Police Search Gloves, LawPro Cut Resistant Item 51030 or equal Sizes:	Accessories		
	Men Small	+	\$	21.76
	Men Medium	+	\$	21.76
	Men Large		\$	21.76
	Men X Large	<del>                                     </del>	\$	21.76
	Men 2X Large	1	\$	21.76
	Women Small		\$	21.76
	Women Medium	1	\$	21.76
	Women Large	1	\$	21.76
	Women X Large	1	\$	21.76
3.1.2.11	Flame Resistant Work Gloves	Accessories		6.6.50
	Sizes:	- (4-4-4-9-A-4) (A-1)		
	Small		\$	43,28
	Medium		\$	43.28
	Large		5	43.28
	X Large		\$	43.28
	2X Large		\$	43.28
3.1.2.12	Hard Het	Accessories		10.200
	Sizes:			
	Adjustable between 21 inches through 25 inches		\$	11.76
3.1.3	Footwear		17	
3.1.3.1	Oxford Work Shoe, Timberland Pro Titan # 47015 or equal	Footweer		
	Sizes:			
	7		\$	120.29
	7.5		\$	120.29
	8		\$	120.29
	8.5		\$	120,29
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eranda <u>k</u>	Tectical Boot	Footwear	_	
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	Men 9.5		\$	142.35
	Men 10		\$	142,35
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	Men 11		\$	142.35
	Men 11.5		\$	142.35
	Men 12		\$	142.35
	Men 12.5		\$	142.35
	Men 13		\$	142,35
	Men 13.5		\$	142.35
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	Women 9				\$	142.35
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	Women 10	_			\$	142.35
	Women 10,5	_			\$	142.35
	Women 11	$\neg$			5	142,35
	Beited Chukka Boot, Bates Lites Item	$\neg$			<u>*</u>	476,00
3.1.3.3	0083 or equal Sizes:	4	Footwear			
	7	$\rightarrow$		-		404.40
	7.5	$\rightarrow$			\$	101.18
	8	$\rightarrow$		-	\$	101.18
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	9	$\rightarrow$			\$	101.18
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3.1.3.4	Oxford Dress Shoe, LawPro Item FX074 or equal		Footwear			
	Sizes:	$\neg$				
	Men 7				\$	35.29
	Men 7.5				\$	35.29
	Men B	$\neg$			\$	35.29
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	Men 11	-1			\$	35.29
	Men 11.5	-			\$	35.29
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	Men 13	$\rightarrow$				
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	Women 6	$\rightarrow$		-	\$	35.29
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	Women 7	$\rightarrow$		-	\$	35.29
	Women 7.5	$\rightarrow$		-	\$	35.29
_	Women 8	$\rightarrow$		-	\$	35,29
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	Women 9	$\rightarrow$		-	\$	35.29
	Women 9.5	-			\$	35.29
	Women 10	_			\$	35.29
	Women 10,5	$\perp$			\$	35.29
	Women 11	_			\$	35.29
3.1.3.5	Tactical Ankle Boot, 5.11 Tactical 2.0 Boot Item 12032 or equal		Footwear			
	Sizes:					
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	Women Medium		-	\$ 100.0		\$	100,00	15%	\$	85.00		Each	_	;	\$	85.00	\$
	1			\$ 100.0		\$	100.00	15%	\$	85.00		Each			\$	85.00	\$
	Women Large		-	\$ 100.0		\$	100.00	15%	\$	85.00		Each			Ş	85.00	\$
	Women X Large			\$ 100.0		\$	100.00	15%	\$	85.00		Each			\$	85.00	S
	Women 2X Large			\$ 100,0		\$	100,00	15%	\$	85.00		Each			S	85.00	\$
3.1.4.5	Flame Resisant Long Sleeve Button-Up Shirt	Flame Resistant Clothing															
	Sizes:																$\Box$
	Small			\$ 97.6		\$	97.65	15%	\$	83.00		Each			\$	83.00	s
	Medium			\$ 97.6		\$	97.65	15%	\$	83.00		Each				83.00	5
	Large			\$ 97.6		\$	97.65	15%	\$	83.00		Each				83.00	S
	X Large			\$ 97.6		S	97.65	15%	\$	83.00	_	Each	_	_		The second second	-
	2X Large			\$ 97.6		\$	97.65	15%	\$	83.00	-		-	-		83,00	\$
	3X Large			\$ 97.6		S	97.65	15%			_	Each	-			83.00	\$
	4X Large			\$ 97.6		\$			\$	83.00	_	Each	-	- 1		83.00	\$
3.1.4.6	Flame Resistant Jacket	Flome Resistant Clothing		\$ 97.6		-	97.65	15%	\$	83.00		Each	<u> </u>		\$	83.00	\$
	Sizes:																
	Men Small			\$ 218.4		\$	218.48	15%	\$	185.71	-	Each	_		e -	185.71	s
	Men Medium			\$ 218.4		\$	218.48	15%	\$	185.71	-		-				·
	Men Large			\$ 218.4		3	218.48				_	Each	+	-		185.71	15
	Men X Large			\$ 218.4				15%	\$	185.71		Each				185.71	\$
	Men 2X Large		-			\$	218.48	1.5%	\$	185.71		Each		- 1	\$	185.71	\$
			-	\$ 218.4		\$	218.48	15%	\$	185.71		Each			\$	185.71	\$
	Men 3X Large			\$ 218,4	3	\$	218.48	15%	\$	185.71		Each			Ş	185.71	15
	Men 4X Large			\$ 218.4		\$	218.48	15%	\$	185.71		Each			\$	185.71	S
	Women Small			\$ 218.4	3	\$	218.48	15%	\$	185.71		Each	-		\$	185.71	s
	Women Medium			\$ 218.4		S	218.48	15%	\$	185.71	-	Each	_		\$	185.71	š
	Women Large			\$ 218.4		S	218.48	15%	\$	185.71	-	Each	-		\$		1 °
	Women X Large			\$ 218.4		Š	218.48	15%	5	185.71		Each	+			185.71	3
	Women 2X Large			\$ 218,4		5	218.48				-		-		\$	185.71	\$
3.1.4.7	Flame Resistant Hooded Sweatshirt	Flame Resistant Clothing		3 218.4		*	218.48	15%	\$	185.71		Each			\$	185,71	5
	Sizes:					+			+					-	_		$\vdash$
	Small			5 134,4	_	-	134.46	15%	5	114.00	_	E-rt.	-	-	_	200.00	1
	Medium			\$ 134.4		5	134.46		_	114.29		Each	-		\$	114.29	-
	Large		<del>                                     </del>					15%	\$	114.29		Each	+		\$	114.29	-
			-	\$ 134.4		\$	134,46	15%	\$	114.29		Each			\$	114.29	\$
	X Large		-	\$ 134.4		\$	134.46	15%	\$	114.29		Each			\$	114.29	5
	2X Large		-	\$ 134.4		\$	134.46	15%	\$	114.29		Each			\$	114.29	\$
	3X Large			\$ 134.4	5	\$	134.46	15%	\$	114.29		Each			\$	114.29	ti
2465	4X Large Flame Resistant High Visibility Safety	Flame Resistant		\$ 134.4		\$	134.46	15%	\$	114.29		Each			\$	114.29	
3.1.4.8	Vest	Clothing															
_	Sizes:		-		-	-											1
	Small		-	\$ 98.8		\$	98.82	15%	\$	84.00		Each			\$	84.00	\$
	Medium			\$ 98.8	2	\$	98.82	15%	\$	84.00		Each			\$	84.00	\$
	Large			\$ 98.8	2	\$	98.82	15%	\$	84.00		Each			\$	84.00	-
	X Large			\$ 98.8		\$	98.82	15%	\$	84.00		Each	1		\$	84.00	-
	2X Large			\$ 98.8		\$	98.82	15%	\$	84.00		Each					-
	3X Large		1	\$ 98.8		Š	98.82	15%	\$	84.00	_	Each	+-		\$ \$	84.00	-
																	\$

3.1.4.9	Flame Resistant High Visibility Rain Jacket	Fie	ome Resistant Clothing															
	Sizes:										-				+		$\overline{}$	_
	Small			9	647.06		S	647.06	15%	\$	550.00		Each		\$		550.00	S
	Medium			\$	647.06		Ş	647.06	15%	\$	550.00		Each		\$			\$
	Large			\$	647.06		\$	647.06	15%	\$	550.00		Each		1 \$			\$
	X Large			\$	647.06		\$	647.06	15%	\$	550.00		Each		3	;	550.00	\$
	2X Large			\$			\$	647.06	15%	\$	550.00		Each		\$	,	550.00	\$
	3X targe			\$			\$	647.06	15%	\$	550.00		Each		\$	,	550.00	\$
	4X Large			\$	647.06		\$	647.06	15%	\$	550.00		Each		- 15	;	550.00	5
3.1.5	Workwear Clothing	g																
3.1.5.1	Cargo Pants		Workweer Clothing											Γ	T			
	Sizes: Men 28	-		-			_											
		_		\$			\$	70.59	15%	\$	60.00		Each		- 5	į.	60.00	\$
_	Men 30	_		\$			\$	70.59	15%	\$	60.00		Each		\$	,	60.00	\$
	Men 32			\$			\$	70.59	15%	\$	60.00		Each		- 5	;	60.00	\$
	Men 34			\$			\$	70.59	15%	\$	60.00		Each	T	13	5	60.00	\$
	Men 36			\$			\$	70.59	15%	\$	60.00		Each	II.	- 5		60.00	\$
_	Men 38			\$			\$	70.59	1.5%	\$	60.00		Each		- 1		60.00	\$
	Men 40			\$			\$	70.59	15%	\$	60.00		Each		15	5	60,00	\$
	Men 42			\$			\$	70.59	15%	\$	60.00		Each	T	13		60.00	S
	Men 44			\$			\$	70.59	15%	\$	60.00		Each	T-1	1		60.00	\$
	Men 46			\$	70.59		\$	70.59	15%	\$	60.00		Each	T			60.00	s
	Men 48			\$	70.59		\$	70.59	15%	\$	60.00		Each		1		60.00	S
	Men 50			\$	70.59		\$	70.59	15%	\$	60.00		Each		13		60.00	\$
	Women 2			\$	70.59		\$	70.59	15%	\$	60.00		Each	<b>—</b>	13		60.00	\$
	Women 4			\$	70.59		\$	70.59	15%	\$	60.00		Each				60.00	S
	Women 6			5	70.59		\$	70.59	15%	\$	60.00		Each	_	1		60.00	5
	Women 8			S			\$	70.59	15%	\$	60.00		Each	+			60.00	\$
	Women 10			5		_	\$	70.59	15%	\$	60.00	-	Each	+			60.00	5
	Women 12			S			S	70.59	15%	\$	60.00	_	Each	+		ş \$	60.00	-
	Women 14			\$		_	S	70.59	15%	\$	60.00	_	Each	+				\$
	Women 16			\$			\$	70,59	15%	5	60.00	_	Each	+-	1		60.00	\$
	Women 18			S			\$	70.59	15%	\$	60.00	_		+	- 13		60.00	\$
	Women 20			S			S	70.59	15%	\$	60.00	_	Each	+	_	\$	60.00	\$
1.1.5.2	Polo		Workwear Clothing	Ť	20.03	_	,	70.35	4376	2	60.00		Each	t	+		60.00	\$
	Sizes:													+	-		$\overline{}$	_
	Men Small			Ş	39.06		S	39.06	15%	\$	33,20	$\neg$	Each	+	1	\$	33.20	S
	Men Medium			S	39.06		\$	39.06	15%	S	33.20		Each	+	_	\$	33.20	0
	Men Large			\$	39.06		s	39.06	15%	\$	33.20		Each	+	_	5	33.20	0
	Men X Large			S			\$	39.06	15%	\$	33.20	_	Each	+	_	\$	33.20	S
	Men 2X Large			\$			s	39.06	15%	S	33.20	$\rightarrow$	Each	+	_			-
	Men 3X Large			s			s	39.06	15%	\$	33.20	_	Each	+	_	\$	33.20	\$
	Men 4X Large			S			\$	39.06	15%	\$	33.20	_	Each	+	_	\$	33.20	\$
	Women Small			İs			S	39.06	15%	\$	33.20	_		+	_	\$	33.20	2
	Women Medium			S		_ =	S	39.06	15%	S	33.20	_	Each	+	_	\$	33.20	\$
	Women Large			S			S	39.06	15%	+		_	Each	+	_	\$	33.20	\$
	Women X Large			5			S			\$	33.20	_	Each	+	_	\$	33.20	\$
	Women 2X Large			S			S	39.06 39.06	15%	\$	33.20	_	Each	-	_	\$	33.20	\$
.1.5.3	Hooded Sweatshirt		Workwear Clothing	1	39.00		,	39.06	13%	\$	33.20		Each	t	+	\$	33.20	\$
	Sizes:										_	-		+	-			$\vdash$
	Small			5	37.06		s	37.06	15%	\$	31.50	_	Each	+	-	_	31.50	
	Medium			Š			Š	37.06	15%	\$	31.50	_	Each	+		\$	31.50	
	Large			Š			s	37.06	15%	\$	31.50	_	Each	+		\$	-	
	X Large			\$			ć	37.06	15%			_		+		\$	31.50	
	2X Large	$\vdash$		5			é			\$	31.50	_	Each	+	_	\$	31.50	-
	3X targe	$\vdash$		3			\$	37.06	15%	\$	31.50	_	Each	-		\$	31.50	
		-		5			3	37.06	15%	\$	31.50	_	Each	_		\$	31.50	_
				- 15	37.06		\$	37.06	15%	\$	31.50		Each			\$	31.50	\$
	4X Large	$\vdash$													_	_		
3.1.5.4	4X Large Lined Zip Front Sweetshirt, Carhartt Item 100632 or equal		Workwear Clothing												I			
3.1.5.4	4X Large Lined Zip Front Sweetshirt, Carhartt					_ =	\$	73.31	15%	\$	62.31		Each	<u> </u>	$\exists$	\$	62.31	

	Large		-	٦s	73.91		1.0	20.04		L.		¬		
	X Large		$\rightarrow$	\$	73.31		\$ 5	73.31 73.31	15%	5	62.31	Each	_	\$ 62.31
	2X Large			\$	73.31					\$	62.31	Each		\$ 62.31
	3X Large		_	5	73.31		\$	73.31	15%	\$	62.31	Each	_	\$ 62.31
	4X Large		_	_			\$	73.31	15%	\$	62.31	Each		\$ 62.31
	Work Wear Jacket, Carhartt Item JC492	101 1		\$	73.31		\$	73.31	15%	\$	62.31	Each		\$ 62,31
3.1.5.5		Workw												
	or J130 or equal Sizes:	Clothis	ng	-										
			_	-										
	Men Small		_	\$	123,96		\$	123.96	15%	\$	105.37	Each		\$ 105.37
	Men Medium			\$	123.96		\$	123,96	15%	\$	105.37	Each		\$ 105.37
	Men Large			\$	123.96		\$	123.96	15%	\$	105.37	Each		\$ 105.37
	Men X Large			\$	123.96		\$	123.96	15%	\$	105.37	Each	b	\$ 105.37
	Men 2X Large			\$	123.96		\$	123,96	15%	\$	105.37	Each		\$ 105.37
	Men 3X Large			\$	123.96		\$	123.96	15%	\$	105.37	Each	-	\$ 105.37
	Men 4X Large			\$	123.96		\$	123.96	15%	\$	105.37	Each	/ ·	\$ 105.37
	Women Small			\$	123.96		\$	123.96	15%	\$	105.37	Each	_	\$ 105.37
	Women Medium			\$	123.96		\$	123.96	15%	\$	105.37	Each		\$ 105,37
	Women Large			\$	123.96		\$	123.96	15%	\$	105.37	Each	_	\$ 105.37
	Women X Large			\$	123.96		\$	123.96	15%	S	105.37	Each	-	\$ 105.37
	Women 2X Large			\$	123.96		\$	123.96	15%	\$	105.37	Each	_	\$ 105.37
3.1.5.6	Short Sleeve Coverall, Red Kep Item	Workw	ear							-		Louis	S 1	\$ 103.57
**************************************	J5093 or equal	Clothi					- 1							
	Sizes:									+			2	
	Small			\$	40.00		S	40.00	15%	\$	34.00	Each	i (1	6 24.65
	Medium			S	40.00		S	40.00	15%	\$	34.00	Each	-	\$ 34.00
	Large	1		\$	40.00		\$	40.00	15%	\$	34.00		_	\$ 34.00
	X Large	_		\$	40.00		\$	40.00	15%	\$	34.00	Each	0	\$ 34.00
	2X Large			S	40.00		\$	40.00				Each		\$ 34.00
	3X Large		_	\$	40.00				15%	\$	34.00	Each		\$ 34.00
	4X Large	_	_	5			\$	40.00	15%	\$	34.00	Each	_	\$ 34.00
	-A Carge	107 - 6		- >	40.00			40.00	15%	\$	34.00	Each	_	\$ 34.00
1.1.5.7	Short Sleeve T-Shirt	Workw												
	Sizes:			-						_				
	Small			\$	5.99		\$	5.99	15%	\$	5.09	Each	8 N <del>=</del>	\$ 5.09
	Medium			\$	5.99		\$	5.99	15%	5	5.09	Each	-	\$ 5.09
	Large			\$	5.99		\$	5.99	15%	\$	5,09	Each	-	\$ 5.09
	X Large			\$	5.99		\$	5.99	15%	\$	5.09	Each	_	\$ 5.09
	2X targe			\$	5.99		\$	5.99	15%	\$	5.09	Each	_	\$ 5.09
	3X Large			\$	5.99		\$	5,99	15%	\$	5.09	Each	_	\$ 5.09
	4X Large			\$	5.99		\$	5.99	15%	\$	5.09	Each	_	\$ 5.09
3.1.5.8	Elbeco UFX Ultra-Light Long Sleeve Hi Vis Polo, Galls Item SG735 or equal	Workw Clothi											-	2.42
	Sizes:			1.									_	
	Small			\$	58.82		\$	58.82	15%	\$	50.00	Each		\$ 50.00
	Medium			\$	58.82		\$	58,82	15%	\$	50.00	Each		\$ 50.00
	Large			\$	58.82		\$	58.82	15%	\$	50.00	Each		\$ 50.00
	X Large			\$	58.82		\$	58.82	15%	\$	50.00	Each		\$ 50.00
	2X targe			\$	58.82		\$	58.82	15%	\$	50.00	Each	-	\$ 50.00
	3X Large			\$	58.82		\$	58.82	15%	\$	50.00	Each	-	\$ 50.00
	4X Large			\$	58.82		\$	58.82	15%	\$	50.00	Each		\$ 50.00
3.1.6	Tactical Uniform Equip	ment					1			1		new (cit	_	y .x.00
3.1.6.1	Hearing Protection	Tactical U											_	
	Sizes:						_			-			-	
				\$	72.89		s	72.89	15%	5	61.96	Each	-	\$ 61.96
1.1.6.2	Body Armor, Point Blank Body Armor Elite IV or equal	Tactical U				===3 					0.100	Lucii		\$ 01.30
	Sizes:												-	
	Custom Sizing			\$	1,117.65		5	1,117.65	15%	\$	950.00	Each		\$ 950.00
3.1.6.3	Shooting Safety Glasses	Tactical U Equipm		Ť					2376		333.00	COCH	_	y 530.00
	Sizes:												_	
	Clear Lens - one size			\$	15.28									

	Tinted Lens - one size		\$	15.28	 5	15.28	15%	\$	12.99	Each		7 \$	12.99	1 \$
3.1.6.4	Double Magazine Pouch	Tactical Uniform Equipment										Ť		Ť
	Sizes:											+		
	Black Plain Finish		\$	45.18	\$	45.18	15%	\$	38.40	Each		\$	38.40	S
3.1.6.5	Standard Handcuff Case	Tactical Uniform Equipment												
	Sizes:										-	+		
	Leather - Black Plain Finish		\$	31.60	 \$	31.60	15%	\$	26.86	Each	-	\$	26.86	\$
3.1.6.6	Universal Handcuff Keys	Tactical Uniform Equipment										ľ		Ť
	Sizes:										3			
			\$	5,29	\$	5.29	15%	\$	4.50	Each	-	\$	4.50	S
3.1.6.7	Handcuffs, Smith and Wesson Model 100 # 350103 or equal	Tactical Uniform Equipment										Ť		
	Sizes:											+		-
	Nickel		\$	29.84	\$	29.84	15%	\$	25.36	Each		\$	25.36	5
3.1.6.8	Expandable Baton Holder	Tectical Uniform Equipment										Ť		Ť
	Sizes:											+		$\vdash$
	Black Plain Finish		\$	56.39	\$	56.39	15%	\$	47.93	Each	17	S	47.93	S
3.1.6.9	Double Magazine Pouch	Tactical Uniform Equipment										Ť		Ť
	Sizes:										-	+		$\vdash$
	Black Chrome Plates		\$	45.18	\$	45.18	15%	\$	38.40	Each		\$	38.40	c
3.1.6.10	LED Flashlight with Charger, Galls Item FL622 or equal	Tactical Uniform Equipment										ľ	55.75	Ť
	Sizes:				-			_		<del></del>		+		$\vdash$
	Black		\$	154.76	\$	154.76	15%	\$	131.55	Each	-	\$	131.55	6
3.1.6.11	Weapon Hoister	Tactical Uniform Equipment											141.55	,
	Sizes:				$\top$							_		$\vdash$
	Black Plain Finish		\$	176.47	\$	176.47	15%	\$	150,00	Each		s	150,00	6
3.1.7	Insignias											Ť	230,00	Ť
3.1.7.1	Eagle Badge, Blackington 838 or equal	Tactical Uniform Equipment												
	Sizes:											_		$\vdash$
	Gold		\$	79.41	\$	79.41	15%	\$	67.50	Each	9	\$	67.50	\$
	Nickel	<b>⊸</b> i  -	. \$	79.41	\$	79.41	15%	\$	67.50	Each	-	\$	67.50	
3.1.7.2	Eagle Hat Badge, Blackington 8519 or equal	Tactical Uniform Equipment												
	Sizes:											$\top$		$\vdash$
	Gold		\$	83.39	\$	83.39	15%	\$	70.88	Each		\$	70.88	\$
	Nickel		\$	83.39	\$	83.39	15%	\$	70.88	Each		\$	70.88	
3.1.7.3	Leather Badge Case, Galls Item 8C255 or equal	Tactical Uniform Equipment												
	Sizes:									+		+		$\vdash$
	Must Hold Badge 3.1.7.1		\$	10.75	\$	10.75	15%	\$	9.14	Each		\$	9.14	Ś
3.1.7.4	Lt. Colonel Oak Leaf Collar Insignia Pin, Galls Item BD261 or equal	Tactical Uniform Equipment									35			Ť
	Sizes:													1
	Gold Small		\$	6.47	\$	6.47	15%	\$	5.50	Each		\$	5.50	s
	Gold Large		S	6.47	\$	6.47	15%	\$	5.50	Each		\$	5.50	
	land to 0													
	Nickel Small Nickel Large		S	6,47 6,47	\$ \$	6.47 6.47	15% 15%	\$	5.50 5.50	Each	25	\$	5,50 5,50	\$

3.1.7.5	Colonel Coliar Insignia Pin, Galls Item 80254 or equal	Tactical Uniform Equipment		1											
	Sizes:					_			+				-		_
	Gold		s	6.47	-	\$	6.47	15%	\$	5.50	FA		-		_
	Nickel		s	6.47	_	S	6.47	15%	5	5,50	Each		\$	5.50	
3.1.7.6	West Virginia and USA Crossed Flag Pin	Tactical Uniform Equipment	ľ	0.47	-	Ť	0,47	13%	1	5,50	Each	_	\$	5.50	\$
	Sizes:		_	-	-	_			+				-		
	Gold - 50 Pack		s	7.06	_	\$	7.06	15%	-	500		_ ,	-		
	Silver - 50 Pack		s	7.06	_				\$	6.00	Each		\$	6.00	
3.1.7.7	Patches	Tectical Uniform Equipment		7.00		\$	7.06	15%	\$	6.00	Each		\$	6,00	\$
	Sizes:			_	_	+			+				-		_
	4-1/4"x4-1/4" patch, 100 each order		\$	4.73	_	\$	4.71	15%	\$	4.00	Each	_	\$	4.00	\$
	3"x3" Ball cap patch, 100 each order		\$	3.53		\$	3.53	1.5%	\$	5.00	Each		\$	3.00	\$
3.1.7.8	Rank Emblems	Tectical Uniform Equipment													
	Sizes:				-	_	_		_			_	+		_
	Corporal Emblem, 100 each order		s	2.94	_	\$	2.94	15%	5	2.50	Each	_	-		_
	Sergeant Emblem, 100 each order		s	2.94	_	5	2.94	15%	5	2.50	Each	_	\$	2.50	
3.1.7.9	Embroidery or Screen Printing	Tactical Uniform Equipment		2.57	-	Ť	224	2376	,	250	Edell	_	\$	2.50	\$
	Sizes:				-				_			_	-	_	_
	3.1.100.4 2"x2" embroidery diameter		\$	11.76		\$	11.76	15%	\$	10.00	Each	_	\$	10.00	\$
	3.1.100.6 3"x3" screen print diameter		\$	5.88		s	5.88	15%	\$	5,00	Each	-	\$	5.00	\$
3.1.8	Miscellaneous				_		$\neg \neg$		_			_	+-		_
3.1.8.1	Mourning Bands	Miscellaneous			_				_			_	+-		-
	Sizes:				-							_	+-		_
	12 pack		s	7.06	_	5	7.06	15%	\$	6.00	Each	-	s	6.00	
9.1.8.2	Customizable Name Togs	Miscellaneous			_	1	7.00	Aure		0.00	FOLUE	_	+3	6.00	\$
	Sizes:				-		$\rightarrow$		_			_	+		-
	Gold		5	10.00	_	1	10.00	15%	\$	8,50	Each		+-		-
	Nickel		4	10.00	_		10.00	15%	1.9	0.30	cacn		\$	8.50	\$

Failure to use this form may result in disqualification

<sup>\*</sup> Estimated quantities are for bidding purposes only. More or less may be utilized by the Agency.

	List of Discount Percentages:	
Jse additio	onal sheets if needed for number of discount	percentages being offered.)
	Category	DISCOUNT PERCENTAGE
3.1.1	Law Enforcement and Tactical Uniform	15%
3.1.2	Accessories	15%
3.1.3	Footwear	15%
3.1.4	Flame Resistant Clothing	15%
3.1.5	Workwear Clothing	15%
3.1.6	Tactical Uniform Equipment	15%
3.1.7	însignias	15%
3.1.8	Miscellaneous	15%

Bidder/Vendor Information:		
Name:	GALLS, LLC	
Address:	1340 Russell Cave Rd.	

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Phone No:	844-464-2557	
Fax No:	877-914-2557	
Email Address:	bidreview@galls.com	
Authorized Signature:	Mike Fadden	