



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

State of West Virginia Master Agreement

Order Date: 10-30-2025

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 0623 0623 DAS2600000001 1	Procurement Folder:	1756233
Document Name:	Tactical Items & Clothing	Reason for Modification:	
Document Description:	Tactical Items & Clothing		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-11-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-10-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000111991 GALLS LLC 1340 RUSSELL CAVE RD LEXINGTON KY 40505 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Austin L Ayers Requestor Phone: 304-352-0203 Requestor Email: austin.l.ayers@wv.gov 2026 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

11/5/25 ec

Total Order Amount:

Open End

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION

DATE: *Tuesday 11/5/25*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *11/6/2025*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *11-7-25*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, Galls, LLC, agrees to enter with the agency, West Virginia Department of Homeland Security - Office of the Cabinet Secretary, West Virginia Department of Homeland Security - Division of Administrative Services, West Virginia Division of Corrections and Rehabilitation, West Virginia Emergency Management Division, West Virginia Office of the State Fire Marshal, West Virginia Fusion Center, West Virginia Protective Services - Capitol Police, and West Virginia State Police into an open-end contract to provide tactical items and clothing, per the terms, conditions and bid requirements of CRFQ DAS2100000001, Addendum No. 1 issued 8/19/2025 and the Vendor's bid dated 8/20/2025 all incorporated herein by reference and made a part of hereof, per attached documents

Discount Percentages per category -

Eligible Items #1 - Uniforms - 18%
Eligible Items #2 - Casual Clothing - 18%
Eligible Items #3 - Tactical equipment - 20%
Eligible Items #4 - Footwear - 20%
Eligible Items #5 - Body Armor - 20%
Eligible Items #6 - Duty Gear - 25%
Eligible Items #7 - Jackets - 18%
Eligible Items #8 - Patches - 15%
Eligible Items #9 - Badges - 25%
Eligible Items #10 - Miscellaneous Items - 12%

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

Commodity Line Description: Eligible Category Items

Extended Description:

PLEASE SEE PRICING PAGE FOR PRICING

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of 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 _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 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)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ 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 _____

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

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

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

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

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

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

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

7. REQUIRED DOCUMENTS: All of the items checked 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 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.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

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

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

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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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 _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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

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

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

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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 hearth, 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) Allen Becker Regional Director

(Address) 1340 Russell Cave Rd Lexington, KY 40505

(Phone Number) / (Fax Number) 859-266-7227 859-914-2557

(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)

(Signature of Authorized Representative)

Mike Fadden CEO

(Printed Name and Title of Authorized Representative) (Date)

859-266-7227

(Phone Number) (Fax Number)

bidreview@galls.com

(Email Address)



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: 1756233

Doc Description: Tactical Items & Clothing

Reason for Modification:

Addendum No. 1

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-08-19	2025-08-20 13:30	CRFQ 0623 DAS2600000003	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : GALLS, LLC

Address :

Street : 1340 Russell Cave Rd

City : Lexington

State : Lexington

Country : Fayette

Zip : 40505

Principal Contact : Mike Fadden

Vendor Contact Phone: 844-464-2557

Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor
Signature X

FEIN# 20-3545989

DATE 8/20/2025

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

ADDITIONAL INFORMATION

Addendum No. 1

To provide responses to the vendor technical questions, see attached

Bid opening date and time remains August 20, 2025 at 1:30 pm., EST.

No other changes.

INVOICE TO**SHIP TO**VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDERNo City
US

WV

No City
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Eligible Item # 1 - Tactical Field Uniform	0.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

53102700

Extended Description:

PLEASE SEE EXHIBIT "A" PRICING PAGE TO INPUT PRICING.

Eligible Items # 1 - Uniforms

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., EST	2025-08-12

SOLICITATION NUMBER: CRFQ DAS2600000003

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("DAS2600000003") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time.
- ☐ Modify specifications of product or service being sought.
- ☒ Attachment of vendor questions and responses.
- ☐ Attachment of pre-bid sign-in sheet.
- ☐ Correction of error.
- ☐ Other.

Description of Modification to Solicitation:

- 1) To provide responses to vendor questions regarding the solicitation (See attached)
- 2) The bid opening date and time remains August 20, 2025, at 1:30 pm., 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.

CRFQ DAS2600000003
Tactical Items & Clothing

Question:

Can we bid this as category discounts or does everything need to be bid on the line items?

A. It should be both. The line items should be bid in accordance with the category discounts they provide for each category.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DAS2600000003

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

GALLS, LLC

Company



Authorized Signature

10/28/2025

Date

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

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Homeland Security - Office of the Cabinet Secretary, West Virginia Department of Homeland Security - Division of Administrative Services, West Virginia Division of Corrections and Rehabilitation, West Virginia Emergency Management Division, West Virginia Office of the State Fire Marshal, West Virginia Fusion Center, West Virginia Protective Services - Capitol Police, and West Virginia State Police to establish an open-end contract for Tactical Items and Clothing. The Contract awarded from this Solicitation shall cover all items from the Vendor's Catalog. The successful Vendor shall provide all catalog items to the Agency at discount.
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 as specified and approved by Agency.
 - 2.2 **"Catalog Price"** – means the lowest price listed for an Eligible Item in Vendor's Catalog. (Example: A box of 200 tissues priced at \$4.00 per box 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 **"Discount Price"** – means the price that the Vendor will charge the Agency 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(s)"** – means items and clothing for the Agency as outlined below.
 - 2.7 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.8 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

- 2.9 “Total Bid Cost”** – means the sum of the bid total column of 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 the Vendor’s Catalog that corresponds with the Catalog Price. (Example: 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 Unit Provided for a Catalog Price of \$20,000).
- 2.13 “OC”** – means Oleoresin Capsicum.

3. GENERAL REQUIREMENTS:

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

3.1.1 Eligible Items #1 – Tactical Field Uniform

3.1.1.1 Tactical Taclite TDU Shirt or Equal

- 3.1.1.1.1** Must be available in both short and long sleeve.
- 3.1.1.1.2** Must be available in navy blue, black and multi-cam.
- 3.1.1.1.3** Must be available in both men and women sizes and in a range from extra small to 5 extra-large.
- 3.1.1.1.4** Must be made of poly/cotton ripstop fabric.

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

3.1.1.1.5 Must be stain and soil resistant.

3.1.1.1.6 Must be machine washable and dryable.

3.1.1.2 Tactical TDU Shirt or Equal

3.1.1.2.1 Must be available in long sleeve.

3.1.1.2.2 Must be available in navy blue and multi-cam.

3.1.1.2.3 Must be available in both men and women sizes

3.1.1.2.4 Must range in sizes from extra small through 5 extra-large.

3.1.1.2.5 Must be made of poly/cotton ripstop fabric.

3.1.1.2.6 Must be stain and soil resistant.

3.1.1.2.7 Must be machine washable and dryable.

3.1.1.3 Tactical Taclite Pro Shirt or Equal

3.1.1.3.1 Must be available in both short and long sleeve.

3.1.1.3.2 Must be available in navy blue and multi-cam.

3.1.1.3.3 Must be available in both men and women sizes.

3.1.1.3.4 Must range in sizes from extra small through 5 extra-large.

3.1.1.3.5 Must be made of 65% polyester/ 35% cotton ripstop fabric.

3.1.1.3.6 Must be stain and soil resistant.

3.1.1.3.7 Must be machine washable and dryable.

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

3.1.1.4 Tactical ¼ Zip Job Shirt or Equal

- 3.1.1.4.1** Must be available in long sleeve.
- 3.1.1.4.2** Must be available in navy blue, and multi-cam.
- 3.1.1.4.3** Must be available in both men and women sizes.
- 3.1.1.4.4** Must range in sizes from extra small through 5 extra-large.
- 3.1.1.4.5** Must be made pf polyester/cotton fleece.
- 3.1.1.4.6** Must have handwarmer pocket on both sides.
- 3.1.1.4.7** Must have mic pockets at both shoulders.
- 3.1.1.4.8** Must have pen pocket on left sleeve.
- 3.1.1.4.9** Must have a no roll collar.
- 3.1.1.4.10** Must be stain, fade, and soil resistant.
- 3.1.1.4.11** Must be machine washable and dryable.

3.1.1.5 TRU Spec Extreme Tactical Response Long Sleeve Combat Shirt or Equal

- 3.1.1.5.1** Must have no melt technology.
- 3.1.1.5.2** Shall have no drip Cordura or equal brand, base layer with 60/40 cotton/nylon jersey knit.
- 3.1.1.5.3** Must be moisture wicking fabric and contain no shoulder seams.
- 3.1.1.5.4** Must have two (2) zipped sleeve storage pockets, one (1) on each arm.

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

- 3.1.1.5.5** Must have anti-abraision padded elbow patches.
- 3.1.1.5.6** Must have a loop on sleeve for attaching name, rank, and flag on both arms.
- 3.1.1.5.7** Must be machine washable.
- 3.1.1.5.8** Must be available in blue and multi-cam colors.
- 3.1.1.5.9** Must be available in both short and long sleeve
- 3.1.1.5.10** Must range in sizes from extra small through 5 extra-large.

3.1.1.6 Spiewak Polyester Wool Performance Duty Shirt or Equal

- 3.1.1.6.1** Must be available in both short and long sleeve.
- 3.1.1.6.2** Must be available in black and multi-cam.
- 3.1.1.6.3** Must be available in both men and women sizes.
- 3.1.1.6.4** Must range in sizes from extra small through 5 extra-large.
- 3.1.1.6.5** Must be made of 75/25 polyester wool blend fabric.
- 3.1.1.6.6** Must have hidden chest pocket on left.
- 3.1.1.6.7** Must have hidden double pen pocket on the left chest pockets.
- 3.1.1.6.8** Must have front edge collar stays.
- 3.1.1.6.9** Must have zippered front closure.

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

3.1.1.6.10 Must have removable mic sling

3.1.1.6.11 Must have reinforced separate inside badge sling.

3.1.1.6.12 Must have hidden tabs to button down collar.

3.1.1.6.13 Must have permanent military stitched creases.

3.1.1.7 TRU Spec Extreme Tactical Response Uniform Pant or Equal

3.1.1.7.1 Must come in men's waist size 28 through 46 with 30 through 36 inseam.

3.1.1.7.2 Must come in women's size 6 through 20 with 28 through 32 inseam.

3.1.1.7.3 Must be minimum 65/35 poly cotton ripstop.

3.1.1.7.4 Must have extra deep front pockets with reinforced openings.

3.1.1.7.5 Must contain two (2) cargo pockets on each leg with 5"x5" hidden pockets inside.

3.1.1.7.6 Must be Teflon coated.

3.1.1.7.7 Must have fly plus drawstring waist.

3.1.1.7.8 Must have reinforced external knee pockets for pad inserts.

3.1.1.7.9 Must be machine washable and dryable.

3.1.2 Eligible Items #2 – Tactical Field Uniform – Casual Clothing

3.1.2.1 Tactical Utility Polo or Equal

3.1.2.1.1 Must be available in both short and long sleeve.

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

- 3.1.2.1.2 Must be available in navy blue and black.
- 3.1.2.1.3 Must be available in both men and women sizes.
- 3.1.2.1.4 Must range in sizes from extra small through 5 extra-large.
- 3.1.2.1.5 Must be made of 60% cotton/40% polyester pique.
- 3.1.2.1.6 Must have two (2) pen pockets on left sleeve.
- 3.1.2.1.7 Must be machine washable and dryable.

3.1.2.2 STI Men's Tactical Series Performance Polo or Equal

- 3.1.2.2.1 Must be available in navy, black, red, white, green, and multi-cam.
- 3.1.2.2.2 Must range in sizes from extra small through 5 extra-large.
- 3.1.2.2.3 Must be customizable with embroidered badge on left chest.
- 3.1.2.2.4 Must be a minimum 100% polyester.
- 3.1.2.2.5 Must be moisture wicking fabric and contain anti-microbial protection.
- 3.1.2.2.6 Must be fade, snag, and wrinkle resistant.
- 3.1.2.2.7 Must have gusseted sleeves for greater range of motion.
- 3.1.2.2.8 Must have mic clips on shoulders and a mic clip on the bottom or the packet.
- 3.1.2.2.9 Must not have tag.
- 3.1.2.2.10 Must be machine washable and dryable.

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

3.1.2.3 Propper T Shirts (3 Pack) or Equal

- 3.1.2.3.1** Must be available in short sleeve
- 3.1.2.3.2** Must be made of 60% cotton/40% polyester combined jersey.
- 3.1.2.3.3** Must be available in black, desert, navy, green, white, and multi-cam.
- 3.1.2.3.4** Must have lay flat collar.
- 3.1.2.3.5** Must range in sizes from extra small through 5 extra-large.
- 3.1.2.3.6** Must not have tag

3.1.2.4 Tactical Snag-Free Performance Polo or Equal

- 3.1.2.4.1** Must be available in short sleeve.
- 3.1.2.4.2** Must be 100% Jersey-Knit polyester.
- 3.1.2.4.3** Must be available in black and multi-cam.
- 3.1.2.4.4** Must be available in both men and women sizes.
- 3.1.2.4.5** Must range in sizes from extra small through 5 extra-large.
- 3.1.2.4.6** Must have mic loops at the shoulders and chest.
- 3.1.2.4.7** Must be snag/rip/wrinkle resistant.
- 3.1.2.4.8** Must be moisture wicking, quick drying and antimicrobial
- 3.1.2.4.9** Must be machine washable and dryable.

3.1.3 Eligible Items #3 – Tactical Equipment

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

3.1.3.1 Smith and Wesson Model 100 Handcuffs or Equal

- 3.1.3.1.1** Must be nickel plated carbon steel construction.
- 3.1.3.1.2** Must contain double locks.
- 3.1.3.1.3** Must have an inner perimeter range of 5 ¾” through 8”.
- 3.1.3.1.4** Must have a minimum of twenty-three (23) locking positions.
- 3.1.3.1.5** Each set must contain at a minimum of two (2) keys.
- 3.1.3.1.6** Must be available with a satin finish.
- 3.1.3.1.7** Must have a manufacturer’s lifetime warranty.

3.1.3.2 Smith and Wesson Model 1900 Leg Irons or Equal

- 3.1.3.2.1** Must be nickel plated carbon steel construction.
- 3.1.3.2.2** Must contain double locks.
- 3.1.3.2.3** Must have a minimum of twenty-two (22) locking positions.
- 3.1.3.2.4** Each set must contain at a minimum of two (2) keys.
- 3.1.3.2.5** Must be available with a satin finish.
- 3.1.3.2.6** Must have a manufacturer’s lifetime warranty.

3.1.3.3 Sabre Mark 9 Defense Spray or Equal

- 3.1.3.3.1** Must be made of 10% OC containing a .33% Capsiacinoid.

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

3.1.3.3.2 Must be 11oz canister.

3.1.3.4 Sabre Red MKII Crossfire Spray or Equal

3.1.3.4.1 Must be made of 10% OC containing a 1.33% Capsiacinoid.

3.1.3.4.2 Must fire ten (10) one-second bursts.

3.1.3.4.3 Must be compatible with electronic immobilization devices.

3.1.3.4.4 Must have a minimum four (4) year shelf-life warranty.

3.1.3.5 Leatherman Style Multi Tool Knife or Equal

3.1.3.5.1 Must contain at a minimum scissors, knife, flat/Phillips head screw drivers, nail file, tweezers, and key ring attachment.

3.1.3.6 ASP Airweight Expandable Baton – 21 Inch or Equal

3.1.3.6.1 Must have a foam grip handle.

3.1.3.6.2 Must be made of 4140 steel construction.

3.1.3.6.3 Must be chrome plated.

3.1.3.6.4 Must be available in black.

3.1.3.7 ASP Airweight Expandable Baton – 26 Inch or Equal

3.1.3.7.1 Must have a foam grip handle.

3.1.3.7.2 Must be made of 4140 steel construction.

3.1.3.7.3 Must be chrome plated.

3.1.3.7.4 Must be available in black.

3.1.3.8 Safariland RLS Tactical gun Light or Equal

3.1.3.8.1 Must be ambidextrous.

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

3.1.3.8.2 Must be a minimum of 190 lumens.

3.1.3.8.3 Must have integral clip.

3.1.3.8.4 Must use AAA batteries.

3.1.3.8.5 Must attach to 2” duty clip.

3.1.3.9 Galls Gear tactical Elbow Pads or Equal

3.1.3.9.1 Must have adjustable velco straps.

3.1.3.9.2 Must have rubber cap for surface grip.

3.1.4 Eligible Items #4 – Footwear

3.1.4.1 Bates High Gloss Leather Sole Oxford Shoe or Equal

3.1.4.1.1 Must have removeable cushioned insert.

3.1.4.1.2 Must be available in sizes 6 through 15.

3.1.4.1.3 Must have breathable liner.

3.1.4.1.4 Must be available in black.

3.1.4.1.5 Must have high gloss finish.

3.1.4.2 Men’s 8inch Parade Style Boots

3.1.4.2.1 Must be available in black and OD green or tan.

3.1.4.2.2 Must come in men’s size 4 through 14.

3.1.4.2.3 Must be available in men’s wide size 7 through 14.

3.1.4.2.4 Must be high gloss for dress occasion or everyday wear.

3.1.4.2.5 Must be patent leather upper.

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

3.1.4.2.6 Must have fiberglass shank

3.1.4.2.7 Must be water resistant.

3.1.4.2.8 Must have anti-microbial/ anti-bacterial,
moisture wicking liner.

3.1.4.2.9 Must have removable insole.

3.1.4.2.10 Must have rubber outsole.

3.1.4.3 Bates GX-8 Gore-Tex Side Zip Boot or Equal

3.1.4.3.1 Must be made of full grain leather and 1690
ballistic nylon upper.

3.1.4.3.2 Must be available in men's size 7 through
16.

3.1.4.3.3 Must be available in men's wide size 7
through 16.

3.1.4.3.4 Must have breathable waterproof Gore-Tex
membrane or equal.

3.1.4.3.5 Must be available in black and OD green or
tan.

3.1.4.3.6 Must have nylon shank.

3.1.4.4 Danner 6" Kinetic Side Zip Waterproof Boot or Equal

3.1.4.4.1 Must be made of polishable full grain
leather with rip stop ballistic nylon.

3.1.4.4.2 Must be waterproof and breathable.

3.1.4.4.3 Must be available in black and OD green or
tan.

3.1.4.4.4 Must be a maximum weight of 48 oz.

3.1.4.4.5 Must be available in sizes 6 through 16.

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

3.1.4.5 Fire Boots

- 3.1.4.5.1** Must be water resistant.
- 3.1.4.5.2** Must be available in black
- 3.1.4.5.3** Must be available in men and women sizes.

3.1.5 Eligible Items #5 – Ballistic Body Armor

3.1.5.1 Galls Active Shooter Armor Kit or Equal

- 3.1.5.1.1** Must be NIJ 0101.04 Certified.
- 3.1.5.1.2** Must be level *N* protection.
- 3.1.5.1.3** Must have front pocket.
- 3.1.5.1.4** Must have identification patches.
- 3.1.5.1.5** Must have emergency drag handle.
- 3.1.5.1.6** Must be available in a range of sizes from small through 3X large.
- 3.1.5.1.7** Must be available in regular and long sizes.
- 3.1.5.1.8** Must be made of 1200 D ballistic nylon with padded mesh.

3.1.5.2 Survival Armor Performance 611 Concealable Vest or Equal

- 3.1.5.2.1** Must meet or exceed NIJ 06 Standard.
- 3.1.5.2.2** Must include trauma plate.
- 3.1.5.2.3** Must be available in navy blue.
- 3.1.5.2.4** Must be available in a range of sizes from small through 2X large.

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3.1.5.2.5 Must be available in lengths of regular and long.

3.1.5.2.6 Must allow for officer to inspect the wear of their armor.

3.1.5.3 Galls GI Body Armor Threat Level IIJA NIJ Number KXPIIIA or Equal

3.1.5.3.1 Must be made of Kevlar KP.

3.1.5.3.2 Must have been special threats tested.

3.1.5.3.3 Must have shirt tails to hold vest in position.

3.1.5.3.4 Must have front and back plate pockets to fit trauma plates.

3.1.5.3.5 Must have anti-microbial lining.

3.1.5.3.6 Must have neoprene shoulder straps

3.1.5.3.7 Must have waterproof ballistic panel cover.

3.1.5.3.8 Must comply with JJ 0101.06 armor standards.

3.1.5.4 Trauma Pak

3.1.5.4.1 Must fit type of Body Armor described in 3.1.5.3, in the event Vendor bids an “or equal” body armor the Trauma Pak must fit the body armor in that Vendor’s bid.

3.1.5.5 WV Hi-Lite W/AXII 2 Carriers 9 Body Armor or Equal

3.1.5.5.1 Must be Point blank Alpha Elite AXII with Elite Carrier or equal.

3.1.5.5.2 Must comply with NIJ0101.06.

3.1.5.5.3 Must have Self suspending Ballistic System (SSBS) technology or equal.

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- 3.1.5.5.4** Must have Aegis anti-microbial fabric technology or equal.
- 3.1.5.5.5** Must accommodate SPEED plates in sizes 5" X 8", 6" X 8", 8" X 10" in the front and back.
- 3.1.5.5.6** Must have four (4) 2" X 10" elastic straps with hook tabs.
- 3.1.5.5.7** Must have two (2) 2" X 11" shoulder straps.
- 3.1.5.5.8** Must be available in a range of sizes small through 3X large.
- 3.1.5.5.9** Must be available regular and long lengths.
- 3.1.5.5.10** Must be Threat Level II compliant.
- 3.1.5.5.11** Must have Area density of 0.631 per square foot.
- 3.1.5.5.12** Must be 0.18" thick.
- 3.1.5.5.13** Must include a 5" X 8" trauma plate.
- 3.1.5.5.14** Must have 5-year warranty.
- 3.1.5.5.15** Must be made in the U.S.A.

3.1.6 Eligible Items #6 – Duty Gear

3.1.6.1 Hand cuff Cas with Snap or Equal

- 3.1.6.1.1** Must be Safarilaminate construction or equal.
- 3.1.6.1.2** Must be available in basketweave, high gloss, nylon, plain brown, plain, clarino basketweave black.
- 3.1.6.1.3** Must be waterproof.
- 3.1.6.1.4** Must fit belt up to 2 ¼ Wide.

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3.1.6.2 Gould & Goodrich K-Force Cuff Case or Equal

- 3.1.6.2.1 Must be black in color.
- 3.1.6.2.2 Must be scuff and mildew resistant.
- 3.1.6.2.3 Must fit a belt up to 1 ¾” wide.
- 3.1.6.2.4 Must contain a belt side design.

3.1.6.3 Blackhawk Glove Case or Equal

- 3.1.6.3.1 Must contain a belt side design.
- 3.1.6.3.2 Must be waterproof.
- 3.1.6.3.3 Must fit a belt up to 1 ¾” wide.
- 3.1.6.3.4 Must hold a minimum of two (2) pairs of latex gloves.

3.1.6.4 Blackhawk Expandable Baton Case or Equal

- 3.1.6.4.1 Must be black in color.
- 3.1.6.4.2 Must be waterproof.
- 3.1.6.4.3 Must hold expandable baton.
- 3.1.6.4.4 Must fit a belt up to 1 ¾” wide.

3.1.6.5 Cordura Nylon Gas Mask Pouch or Equal

- 3.1.6.5.1 Must have felt lining in the main pouch.
- 3.1.6.5.2 Must contain minimum of two (2) Outside pockets.
- 3.1.6.5.3 Must have a removable belt strap and removable leg strap.
- 3.1.6.5.4 Must have d-rings on each pocket for securing additional equipment.

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- 3.1.6.5.5** Must be large enough to accommodate oversized masks, cartridges, and medical supplies.

3.1.6.6 ASP Rotating Scabbard or Equal

- 3.1.6.6.1** Must be polymer construction.
- 3.1.6.6.2** Must be available in black.
- 3.1.6.6.3** Must be snap on belt lock.
- 3.1.6.6.4** Must be rotating or lock in place.
- 3.1.6.6.5** Must accommodate retracted or expanded baton.

3.1.7 Eligible Items #7 – Jackets

3.1.7.1 Tactical Response Jacket or Equal

- 3.1.7.1.1** Must have lightweight polyester microfiber shell.
- 3.1.7.1.2** Must be water resistant.
- 3.1.7.1.3** Must be windproof.
- 3.1.7.1.4** Must have two (2) zippered hand pockets.
- 3.1.7.1.5** Must have inside chest pocket with hook and loop closure.
- 3.1.7.1.6** Must be available in black, navy, multi-cam and green.
- 3.1.7.1.7** Must have full zip front closure.
- 3.1.7.1.8** Must be available in men's sizes small through 3X large.
- 3.1.7.1.9** Must be machine washable and dryable.

3.1.7.2 Tactical 5 in 1 Jacket or Equal

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- 3.1.7.2.1** Must be waterproof.
- 3.1.7.2.2** Must have removable fleece inner jacket with removable sleeves.
- 3.1.7.2.3** Must have side zippers to access sidearm.
- 3.1.7.2.4** Must have mic clips on shoulders.
- 3.1.7.2.5** Must have removable hood.
- 3.1.7.2.6** Must be machine washable and dryable.
- 3.1.7.2.7** Must be available in black, multi-cam and navy.
- 3.1.7.2.8** Must be available in men's sizes extra small through 5X large.

3.1.7.3 Tactical Sabre Jacket or Equal

- 3.1.7.3.1** Must be made of 100% polyester bonded shell.
- 3.1.7.3.2** Must be waterproof.
- 3.1.7.3.3** Must have detachable hood that can be stored in collar or in back vertical zip pocket.
- 3.1.7.3.4** Must have utility pockets on each shoulder.
- 3.1.7.3.5** Must be available in black, navy, multi-cam and tan.
- 3.1.7.3.6** Must be available in men's sizes extras mall through 5X large.

3.1.7.4 Elbeco Shield Duty Jacket or Equal

- 3.1.7.4.1** Shell must be constructed of polyester rip stop fabric.

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- 3.1.7.4.2** Must be waterproof, windproof, and breathable.
- 3.1.7.4.3** Must have fully lined articulated sleeves with zipper access for emblem attachments.
- 3.1.7.4.4** Must have fully tapered seams.
- 3.1.7.4.5** Must have internally stored hood.
- 3.1.7.4.6** Must have a covered storm front with a 2-way zipper.
- 3.1.7.4.7** Must have large internal pockets.
- 3.1.7.4.8** Must have large fleece lined hand warmer pockets with magnetic closures.
- 3.1.7.4.9** Must have side zip vents.
- 3.1.7.4.10** Must have articulated elbows and adjustable cuffs.
- 3.1.7.4.11** Must have shoulder straps with mic clip tunnel.
- 3.1.7.4.12** Must be able to attach I.D. panels above the front pockets and across the back with hook and loop.
- 3.1.7.4.13** Must be machine washable.
- 3.1.7.4.14** Must be available in black, multi-cam and navy.
- 3.1.7.4.15** Must be available in men's sizes extras small through 5X large.

3.1.7.5 Lawpro Flannel Lined Windbreaker or Equal

- 3.1.7.5.1** Must be available in black, multi-cam and navy.

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- 3.1.7.5.2** Must have taffeta shell with brushed tricot lining.
- 3.1.7.5.3** Must have reinforced handwarmer pockets.
- 3.1.7.5.4** Must have six (6) matching color front snap buttons.
- 3.1.7.5.5** Must have elastic cuffs.
- 3.1.7.5.6** Must have drawstring waist.
- 3.1.7.5.7** Must be available in men's sizes extras small through 5X large.

3.1.8 Eligible Items #8 – Patches/Name Plates/Pins

3.1.8.1 Patches

- 3.1.8.1.1** See Exhibit B.
- 3.1.8.1.2** Must be embroidered.
- 3.1.8.1.3** Patches of rank must be available for all United States military ranks.
- 3.1.8.1.4** Must be able to be attached to all shirts, jackets, and hats offered in solicitation.
- 3.1.8.1.5** Placement, dimension and location will be given in order instructions.

3.1.8.2 Name Plates

- 3.1.8.2.1** See Exhibit C.
- 3.1.8.2.2** Must be customizable.
- 3.1.8.2.3** Must be available in gold and silver in color.
- 3.1.8.2.4** Must be made of metal.
- 3.1.8.2.5** Must be clutch back.

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3.1.8.3 Pins

- 3.1.8.3.1** See Exhibit D.
- 3.1.8.3.2** Pins for rank must be available for all United States military ranks.
- 3.1.8.3.3** Must be available in gold and silver in color.
- 3.1.8.3.4** Must be made of metal.
- 3.1.8.3.5** Must come with clutch and back attachment.

3.1.9 Eligible Items #9 – Badges

3.1.9.1 Badges

- 3.1.9.1.1** See Exhibit E.
- 3.1.9.1.2** Must be made of metal.
- 3.1.9.1.3** Must be available in gold and silver in color.
- 3.1.9.1.4** Must have State of West Virginia Seal centered.
- 3.1.9.1.5** Must be customizable.

3.1.10 Eligible Items #10 – Miscellaneous Items

3.1.10.1 Hearing Protection

- 3.1.10.1.1** Must have forward-facing dual microphones with independent volume controls for each mic.
- 3.1.10.1.2** Must compress harmful noise.
- 3.1.10.1.3** Must reduce sound below eighty-five (85) decibels without clipping or cutting.
- 3.1.10.1.4** Must enhance low level sounds to allow better reception.

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3.1.10.1.5 Must have adjustable headband.

3.1.10.2 First Aid Kits

3.1.10.2.1 Must be available in personal sizes.

3.1.10.2.2 Must be available in trauma sizes.

3.1.10.3 Sirchie Evidence Tape or Equal

3.1.10.3.1 Must have writing strip.

3.1.10.4 Tie Tacs or Equal

3.1.10.4.1 Must be clutch back.

3.1.10.4.2 Must be gold in color.

3.1.10.4.3 Must have WV state Seal.

3.1.10.5 Badge Holder or Equal

3.1.10.5.1 Must be made of leather.

3.1.10.5.2 Must be available in black.

3.1.10.5.3 Must be clip on style.

3.1.10.5.4 Must be recessed.

3.1.10.5.5 Must be able to be custom cut to fit badge.

3.1.10.5.6 Must have hook and loop closure.

3.1.10.6 Shooting Glasses or Equal

3.1.10.6.1 Must meet or exceed ANSI Z87.1-2010.

3.1.10.6.2 Must have side shields.

3.1.10.7 Miscellaneous Items

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3.1.10.7.1 Vendor shall provide a catalog discount price for items not listed in Catalog Contract Items 1 through 10.

4. CONTRACT AWARD:

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

4.2 Pricing Pages: Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. **Vendors are required to bid every category.**

Discount Percentage: Vendor shall quote a Discount Percentage for each category of Eligible Items. Each category may have a different Discount Percentage; however, the Discount Percentage **MUST** be the same for items within the category. First, the vendors should insert their Discount Percentage in the box on Page 1 of the Pricing Page (Exhibit A). By completing this action first, the Discount Percentage will automatically be inserted in the "Discount Percentage" field in the spreadsheet, Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: david.h.pauline@wv.gov.

5. Samples:

5.1 Samples of the clothing listed on the CRFQ should be submitted after the bid opening and upon notification by DAS. Vendors must submit samples of all items requested by DAS. All items should be labeled with manufacturer brand, size, and Vendors name inside neck of shirt, pant, belt, hat, and boots. Vendor must deliver samples within five (5) business days and will be responsible for all shipping and return costs. If this condition is not followed, Vendors bid may not be considered. Samples shall be sent to the following address:

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Luke Ayers
Purchasing Manager
WV Division of Administrative Services
1124 Smith Street, 2nd Floor
Charleston, WV 25301

5.2 Items being bid “as Equal” must have literature and documentation proving they meet the required specification. Documentation should be submitted with bid but Must be submitted prior to award.

6. Custom Web Portal:

Vendor shall provide an Agency custom web portal to allow ordering of Agency approved items by employees of the Agency. Web portal must contain online ordering, order confirmation, order status, and tracking, approval tiers and report capabilities.

7. Tactical Gear Fitting:

7.1 At no cost to the Agency, the awarded Vendor shall be required to perform in person fitting and measurement sessions for all personnel receiving tactical gear under this contract. The Vendor must visit the designated facility at a mutually agreed upon time to measure each individual to ensure proper fit and function of all gear components. This on-site fitting shall be conducted prior to final production or shipment to guarantee accurate sizing and performance of the gear in operational conditions.

The Vendor shall provide all necessary personnel, tools, and materials to conduct these fittings and shall coordinate scheduling with the facility point of contact. Any gear found to be ill-fitting due to Vendor measurement error shall be replaced or altered at no additional cost to the agency.

8. Catalog:

8.1 Submission: Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. At the request of the Agency, the Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract. Copies of the Catalog may also be requested in an electronic format. Vendor’s Catalog will be used by Agencies to order Catalog Items under this Contract. Vendor should identify all items listed on the Pricing Page by circling or highlighting those items in their Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing.

8.2 Catalog Modification: The DAS Purchasing Unit 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 DAS Purchasing Unit. Any request by Vendor to

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Tactical Items and Clothing

update its Catalog must include a detailed listing of the following: (1) any Catalog 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 Catalog Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Catalog 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.

9. ORDERING AND PAYMENT:

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

10. DELIVERY AND RETURN:

- 10.1 Delivery Time:** Vendor shall deliver standard orders within fourteen (14) calendar days after orders are received. Vendor shall deliver emergency orders within seven (7) calendar day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 10.2 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.

- 10.3 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.

REQUEST FOR QUOTATION – CRFQ DAS26*03
Tactical Items and Clothing

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

10.5 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.

11. VENDOR DEFAULT:

11.1 The following shall be considered a Vendor default under this Contract.

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

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

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

11.1.4 Failure to remedy deficient performance upon request.

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

11.2.1 Immediate cancellation of the Contract.

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

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Tactical Items and Clothing

11.2.3 Any other remedies available in law or equity.

12. MISCELLANEOUS:

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

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

12.3 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.

12.4 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: Alex Richardson
Telephone Number: 859-800-1278
Fax Number: 877-914-2557
Email Address: Richardson-Alex@galls.com

Galls

**Exhibit A - Pricing Page
Tactical Items & Clothing
CRFQ DAS26*03**

Discount Percentage Category Section

Category Section	Catalog Item Section	Discount Percentage
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Discount Percentage Category Section

Category Section	Catalog Item Section	Discount Percentage
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3.1.1	Eligible Items # 1 - Uniforms	18.00%
3.1.2	Eligible Items # 2 - Casual Clothing	18.00%
3.1.3	Eligible Items # 3 - Tactical Equipment	20.00%
3.1.4	Eligible Items # 4 - Footwear	20.00%
3.1.5	Eligible Items # 5 - Ballistic Body Armor	20.00%
3.1.6	Eligible Items # 6 - Duty Gear	25.00%
3.1.7	Eligible Items # 7 - Jackets	18.00%
3.1.8	Eligible Items # 8 - Patches	15.00%
3.1.9	Eligible Items # 9 - Badges	25.00%
3.1.10	Eligible Items # 10 - Miscellaneous Items	12.00%

Please enter your discount percentage for each Catalog Item Section here.

Pricing Page Eligible Item Description - All references to brand names are for illustration purposes only and vendor may bid the brand listed or an equal product.

Discounted Unit Price Calculation

Bid Total Calculation

Eligible Item Number	Description	Category	Catalog Price	Units Provided for Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price
3.1.1	Eligible Items # 1 - Uniforms						
3.1.1.1	Tactical TacLite TDU Shirt or Equal	Uniforms					
SH5017	Mens Sizes:						
	Small				\$ 75.00	18.00%	\$61.50
	Large				\$ 75.00	18.00%	\$61.50
	X Large				\$ 75.00	18.00%	\$61.50
	2X Large				\$ 75.00	18.00%	\$61.50
	3X Large				\$ 75.00	18.00%	\$61.50

	4X Large				\$ 75.00	18.00%	\$61.50
SH4997	Womens Sizes:						
	Small				\$ 80.00	18.00%	\$65.60
	Large				\$ 80.00	18.00%	\$65.60
	X Large				\$ 80.00	18.00%	\$65.60
	2X Large				\$ 80.00	18.00%	\$65.60
3.1.1.2	TRU Spec Extreme Tactical Response Uniform Pant or Equal	Uniforms					
TR549	Mens Sizes:						
	Mens 28				\$ 52.99	18.00%	\$43.45
	Mens 30				\$ 52.99	18.00%	\$43.45
	Mens 32				\$ 52.99	18.00%	\$43.45
	Mens 34				\$ 52.99	18.00%	\$43.45
	Mens 36				\$ 52.99	18.00%	\$43.45
	Mens 38				\$ 52.99	18.00%	\$43.45
	Mens 40				\$ 52.99	18.00%	\$43.45
	Mens 42				\$ 52.99	18.00%	\$43.45
	Mens 44				\$ 52.99	18.00%	\$43.45
	Mens 46				\$ 52.99	18.00%	\$43.45
TR625	Womens Sizes:						
	Womens 6				\$ 52.99	18.00%	\$43.45
	Womens 8				\$ 52.99	18.00%	\$43.45
	Womens 10				\$ 52.99	18.00%	\$43.45
	Womens 12				\$ 52.99	18.00%	\$43.45
	Womens 14				\$ 52.99	18.00%	\$43.45
	Womens 16				\$ 52.99	18.00%	\$43.45
	Womens 18				\$ 52.99	18.00%	\$43.45
	Womens 20				\$ 52.99	18.00%	\$43.45

[illegible]

	2X Large		
	3X Large		
	4X Large		
3.1.1.5	TRU Spec Extreme Tactical Response Long Sleeve Combat Shirt or Equal	Uniforms	
SH102	Sizes:		
	Small		
	Large		
	X Large		
	2X Large		
	3X Large		
3.1.1.6	Spiwak Polyester Wool Performance Duty Shirt or Equal	Uniforms	
SR648	Mens Sizes:		
	Small		
	Large		
	X Large		
	2X Large		
	3X Large		
	4X Large		
SR660	Womens Sizes:		
	Small		

\$	75.00	18.00%	\$61.50
\$	75.00	18.00%	\$61.50
\$	75.00	18.00%	\$61.50
\$	68.99	18.00%	\$56.57
\$	68.99	18.00%	\$56.57
\$	68.99	18.00%	\$56.57
\$	68.99	18.00%	\$56.57
\$	68.99	18.00%	\$56.57
\$	68.99	18.00%	\$56.57
\$	69.99	18.00%	\$57.39
\$	69.99	18.00%	\$57.39
\$	69.99	18.00%	\$57.39
\$	84.99	18.00%	\$69.69
\$	91.99	18.00%	\$75.43
\$	99.99	18.00%	\$81.99
\$	69.99	18.00%	\$57.39

	SUBTOTAL							
3.1.2.1	Tactical Utility Polo or Equal	Casual Clothing						
SH4426	Mens Sizes:							
	Small			\$ 38.99	18.00%	\$31.97		
	Medium			\$ 38.99	18.00%	\$31.97		
	Large			\$ 38.99	18.00%	\$31.97		
	X Large			\$ 38.99	18.00%	\$31.97		
	2X Large			\$ 38.99	18.00%	\$31.97		
	3X Large			\$ 38.99	18.00%	\$31.97		
	4X Large			\$ 38.99	18.00%	\$31.97		
SH4428	Womens Sizes:							
	Small			\$ 38.99	18.00%	\$31.97		
	Medium			\$ 38.99	18.00%	\$31.97		
	Large			\$ 38.99	18.00%	\$31.97		
	X Large			\$ 38.99	18.00%	\$31.97		
	2X Large			\$ 38.99	18.00%	\$31.97		
	3X Large			\$ 38.99	18.00%	\$31.97		
	4X Large			\$ 38.99	18.00%	\$31.97		
3.1.2.2	STI Men's Tactical Series Performance Polo or Equal	Casual Clothing						

SW3462	Sizes:						
	Small				\$ 24.99	18.00%	\$20.49
	Large				\$ 24.99	18.00%	\$20.49
	X Large				\$ 24.99	18.00%	\$20.49
	2X Large				\$ 24.99	18.00%	\$20.49
	3X Large				\$ 24.99	18.00%	\$20.49
	4X Large				\$ 24.99	18.00%	\$20.49
3.1.2.3	Propper T Shirts (3 Pack) or Equal	Casual Clothing					
TS724	Sizes:						
	Small				\$ 29.99	18.00%	\$24.59
	Large				\$ 29.99	18.00%	\$24.59
	X Large				\$ 29.99	18.00%	\$24.59
	2X Large				\$ 29.99	18.00%	\$24.59
	3X Large				\$ 29.99	18.00%	\$24.59
	4X Large				\$ 29.99	18.00%	\$24.59
3.1.2.4	Tactical Snag-Free Performance Polo or Equal	Casual Clothing					
SW724	Sizes:						
	Small				\$ 50.00	18.00%	\$41.00
	Large				\$ 50.00	18.00%	\$41.00
	X Large				\$ 50.00	18.00%	\$41.00
	2X Large				\$ 50.00	18.00%	\$41.00

	3X Large		
	4X Large		
3.1.3.1	Smith and Wesson Model 100 Handcuffs or Equal	Tactical Equipment	
RS021			
3.1.3.2	Smith and Wesson Model 1900 Leg Irons or Equal	Tactical Equipment	
RS024			
3.1.3.3	Sabre Mark 9 Defense Spray or Equal	Tactical Equipment	
SD218			
3.1.3.4	Sabre Red MKII Crossfire Spray or Equal	Tactical Equipment	
ZA3965			
3.1.3.5	Leatherman Style Multi Tool Knife or Equal	Tactical Equipment	
KN2194			
3.1.3.6	ASP Airweight Expandable Baton - 21 Inch or Equal	Tactical Equipment	
BA054			
3.1.3.7	ASP Airweight Expandable Baton - 26 Inch or Equal	Tactical Equipment	
BA055			
3.1.3.8	Safariland RLS Tactical gun Light or Equal	Tactical Equipment	
FH308	SVB Streamlight TLR-1 HL Tactical Gun Mount Weapon Light		
3.1.3.9	Galls Gear Tactical Elbow Pads or Equal	Tactical Equipment	

\$	50.00	18.00%	\$41.00
\$	50.00	18.00%	\$41.00
\$	28.99	20.00%	\$23.19
\$	56.00	20.00%	\$44.80
\$	75.00	20.00%	\$60.00
\$	17.00	20.00%	\$13.60
\$	130.99	20.00%	\$104.79
\$	159.00	20.00%	\$127.20
\$	163.00	20.00%	\$130.40
\$	183.99	20.00%	\$147.19
\$	23.40	20.00%	\$18.72

	Size: 8 1/2			\$ 179.95	20.00%	\$143.96
	Size: 9			\$ 179.95	20.00%	\$143.96
	Size: 9 1/2			\$ 179.95	20.00%	\$143.96
	Size: 10			\$ 179.95	20.00%	\$143.96
	Size: 10 1/2			\$ 179.95	20.00%	\$143.96
	Size: 11			\$ 179.95	20.00%	\$143.96
	Size: 11 1/2			\$ 179.95	20.00%	\$143.96
	Size: 12			\$ 179.95	20.00%	\$143.96
	Size: 12 1/2			\$ 179.95	20.00%	\$143.96
	Size: 13			\$ 179.95	20.00%	\$143.96
	Size: 13 1/2			\$ 179.95	20.00%	\$143.96
	Size: 14			\$ 179.95	20.00%	\$143.96
	Size: 14 1/2			\$ 179.95	20.00%	\$143.96
	Size: 15			\$ 179.95	20.00%	\$143.96
	Size: 15 1/2			\$ 179.95	20.00%	\$143.96
	Size: 16			\$ 179.95	20.00%	\$143.96
3.1.4.4	Danner 6" Kinetic Side Zip Waterproof Boot or Equal	Footwear				
FW729 BL	Sizes:					
	Size: 6			\$ 219.95	20.00%	\$175.96
	Size: 6 1/2			\$ 219.95	20.00%	\$175.96
	Size: 7			\$ 219.95	20.00%	\$175.96
	Size: 7 1/2			\$ 219.95	20.00%	\$175.96
	Size: 8			\$ 219.95	20.00%	\$175.96
	Size: 8 1/2			\$ 219.95	20.00%	\$175.96

	Size: 9				\$ 219.95	20.00%	\$175.96
	Size: 9 1/2				\$ 219.95	20.00%	\$175.96
	Size: 10				\$ 219.95	20.00%	\$175.96
	Size: 10 1/2				\$ 219.95	20.00%	\$175.96
	Size: 11				\$ 219.95	20.00%	\$175.96
	Size: 11 1/2				\$ 219.95	20.00%	\$175.96
	Size: 12				\$ 219.95	20.00%	\$175.96
	Size: 12 1/2				\$ 219.95	20.00%	\$175.96
	Size: 13				\$ 219.95	20.00%	\$175.96
	Size: 13 1/2				\$ 219.95	20.00%	\$175.96
	Size: 14				\$ 219.95	20.00%	\$175.96
	Size: 14 1/2				\$ 219.95	20.00%	\$175.96
	Size: 15				\$ 219.95	20.00%	\$175.96
	Size: 15 1/2				\$ 219.95	20.00%	\$175.96
	Size: 16				\$ 219.95	20.00%	\$175.96
3.1.4.5	Danner 6" Kinetic Side Zip Waterproof Boot or Equal	Footwear					
	Sizes:						
	Mens				\$ -	20.00%	\$0.00
	Womens				\$ -	20.00%	\$0.00

3.1.5.1	<i>Galls Active Shooter Armor Kit or Equal</i>	Body Armor	
81653			
3.1.5.2	<i>Survival Armor Performance 611 Concealable Vest or Equal</i>	Body Armor	
BP261			
3.1.5.3	<i>Galls GI Body Armor Threat Level IIIA NIJ Number KXPIIIA or Equal</i>	Body Armor	
BP452			
3.1.5.4	<i>Trauma Pak</i>	Body Armor	
BP183			
3.1.5.5	<i>WV Hi-Lite W/AXII 2 Carriers 9 Body Armor or Equal</i>	Body Armor	
BY632W			
3.1.6.1	<i>Hand Cuff Case with Snap or Equal</i>	Duty Gear	
NP525			
3.1.6.2	<i>Gould & Goodrich K-Force Cuff Case or Equal</i>	Duty Gear	
LP584			
3.1.6.3	<i>Blackhawk Glove Case or Equal</i>	Duty Gear	
NP858			
3.1.6.4	<i>Blackhawk Expandable Baton Case or Equal</i>	Duty Gear	
NP875			
3.1.6.5	<i>Cordura Nylon Gas Mask Pouch or Equal</i>	Duty Gear	
FE674			
3.1.6.6	<i>ASP Rotating Scabbard or Equal</i>	Duty Gear	
BA143			

\$ 578.00	20.00%	\$462.40	
\$ 1,134.00	20.00%	\$907.20	
\$ 1,208.00	20.00%	\$966.40	
\$ 62.99	20.00%	\$50.39	
\$ 1,559.95	20.00%	\$1,247.96	
\$ 26.99	25.00%	\$20.24	
\$ 29.99	25.00%	\$22.49	
\$ 29.99	25.00%	\$22.49	
\$ 18.99	25.00%	\$14.24	
\$ 23.99	25.00%	\$17.99	
\$ 49.99	25.00%	\$37.49	

3.1.7	Display Item #7 Jackets						
3.1.7.1	Tactical Response Jacket or Equal	Jackets					
JA3432	Size:						
	Extra Small				\$ 95.00	18.00%	\$77.90
	Small				\$ 95.00	18.00%	\$77.90
	Medium				\$ 95.00	18.00%	\$77.90
	Large				\$ 95.00	18.00%	\$77.90
	X Large				\$ 95.00	18.00%	\$77.90
	2X Large				\$ 95.00	18.00%	\$77.90
	3X Large				\$ 95.00	18.00%	\$77.90
	4X Large				\$ 95.00	18.00%	\$77.90
3.1.7.2	Tactical S in 1 Jacket or Equal	Jackets					
JA3449	Size:						
	Extra Small				\$ 300.00	18.00%	\$246.00
	Small				\$ 300.00	18.00%	\$246.00
	Medium				\$ 300.00	18.00%	\$246.00
	Large				\$ 300.00	18.00%	\$246.00
	X Large				\$ 300.00	18.00%	\$246.00
	2X Large				\$ 300.00	18.00%	\$246.00
	3X Large				\$ 300.00	18.00%	\$246.00
	4X Large				\$ 300.00	18.00%	\$246.00
3.1.7.3	Tactical Sabre Jacket or Equal	Jackets					

[illegible]

[illegible]

Exhibit B - 3.1.8.1 - Patches

Tactical Items & Clothing

0608 CRFQ DAS26*03

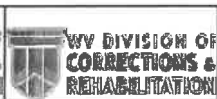
West Virginia Department of Homeland Security - Office of the Cabinet Secretary



West Virginia Department of Homeland Security - Division of Administrative Services



West Virginia Division of Corrections and Rehabilitation



West Virginia Emergency Management Division



West Virginia Office of the State Fire Marshal



West Virginia Fusion Center



West Virginia Protective Services - Capitol Police



West Virginia State Police

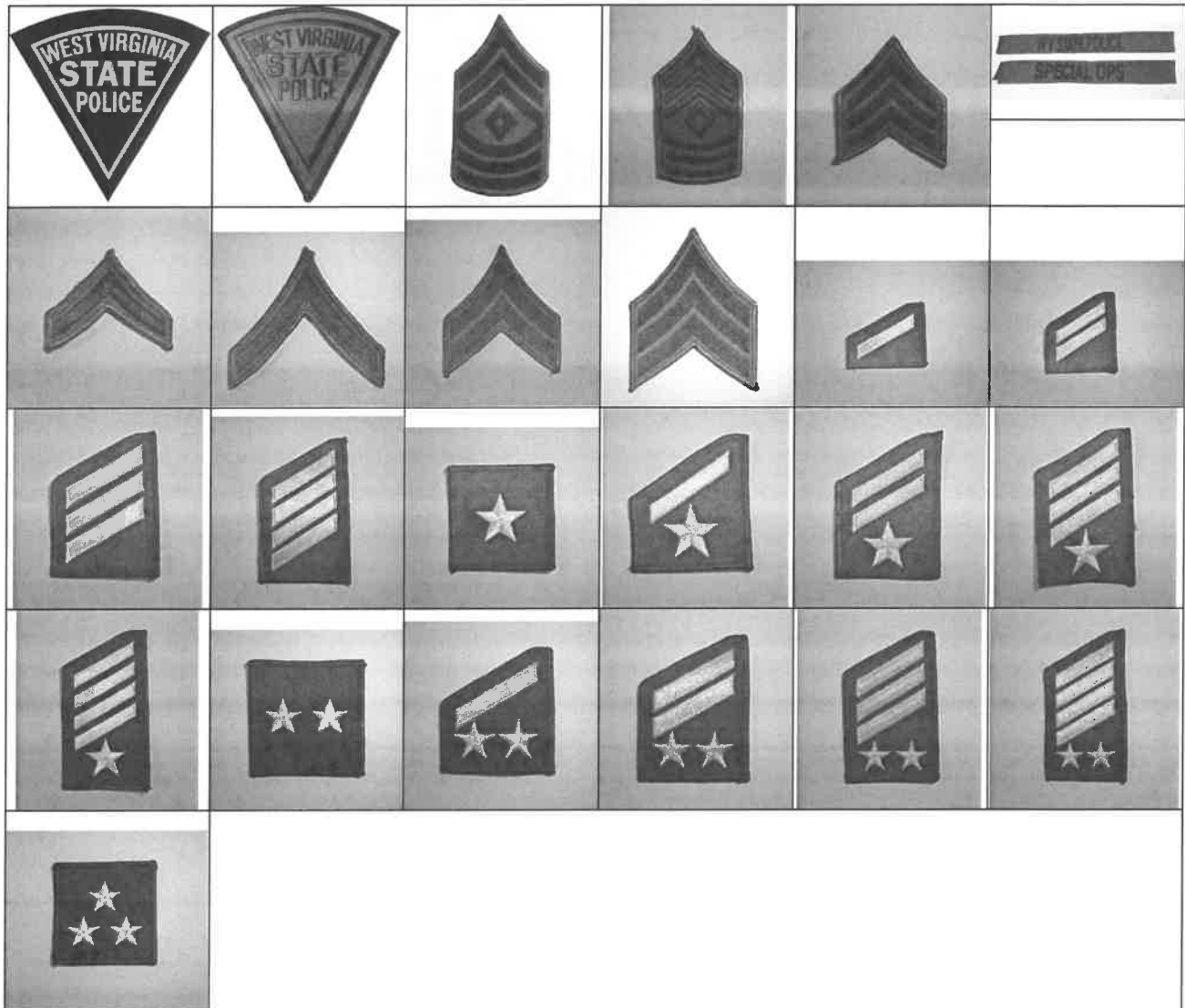


Exhibit C - 3.1.8.2 - Nameplates

Tactical Items & Clothing

CRFQ DAS26*03

E. CROWER

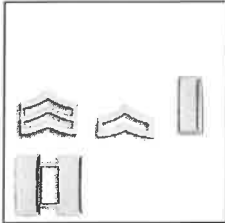
S.W. DUFF

Exhibit D - 3.1.8.3 - Pins

Tactical Items & Clothing

CRFQ DAS26*03

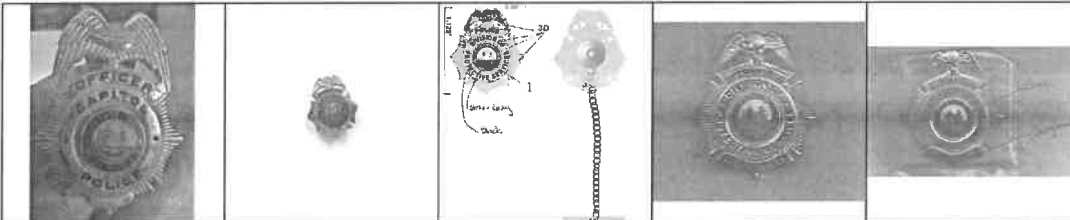
West Virginia Division of Corrections and Rehabilitation



West Virginia Office of the State Fire Marshal



West Virginia Protective Services - Capitol Police



West Virginia State Police



Exhibit E - 3.1.9.1 - Badges
Tactical Items & Clothing
CRFQ DAS26*03

West Virginia Department of Homeland Security - Office of the Cabinet Secretary
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West Virginia Division of Corrections and Rehabilitation



West Virginia Office of the State Fire Marshal



West Virginia Protective Services - Capitol Police



West Virginia State Police

