



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

Request for Quotation

RFQ NUMBER
FOR09003

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

*Lion Apparel
 6450 Poe Ave
 Suite 300
 Dayton, OH 45414*

SHIP TO

**DIVISION OF FORESTRY
 BUILDING 13
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 558-2788**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/14/2008	2/10 N30	Fed Ex Ground	Destination	Pre Paid
BID OPENING DATE: 08/26/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		984-36-01-003		
<p>UNIFORMS</p> <p>OPEN-END CONTRACT TO PROVIDE UNIFORMS FOR THE WEST VIRGINIA DIVISION OF FORESTRY, PER THE SPECIFICATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</p>						

RECEIVED

08 AUG 26 AM 9:41

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 937-415-1976 DATE 8/25/08

TITLE Sales & Marketing Mgr FEIN 310561825 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 4720 BRENDA LANE
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<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p>						

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE.</p>						

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<p>ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS:</p> <p>() THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF DAYS.</p> <p>() THE VENDOR DOES NOT AGREE TO MAINTAIN A FIRM PRICE FOR THE LENGTH OF THE CONTRACT BUT OFFERS AN ALTERNATE PROPOSAL AS FOLLOWS:</p>						

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EXHIBIT 10						
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH						

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<p>ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE Lion Apparel COMPANY 8/25/08 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-</p>						

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<p>TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD- QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDO WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST</p>						

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<p>75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>Lion Apparel</i></p>						

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<p>DATE: 8/25/08</p> <p>SIGNED: <i>Walter M.</i></p> <p>TITLE: Sales & Marketing Mgr.</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				937-913-0353		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Bill Hapner		
***** THIS IS THE END OF RFQ FOR09003 ***** TOTAL:						

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TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

ITEM #	DESCRIPTION	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE	
1	HOODED WATERPROOF JACKET WALLS 32800 OR EQUAL WATERPROOF WITH SEAM-TAPED, FULL-ZIP FRONT, ADJUSTABLE CUFFS, A DRAWCORD HEM, POCKETS AND DETACHABLE HOOD COLOR: DARK MOSS	SIZE: S - 2XL	50	\$ 50.00	\$ 2500.00
		3XL - 4XL	20	\$ 50.00	\$ 1000.00
2	WATERPROOF PANT WALLS 58800 OR EQUAL WATERPROOF WITH SEAM-TAPED, SIDE LEG ZIPPERS AND DRAWCORD-ADJUSTABLE WAIST COLOR: DARK MOSS	SIZE: S - 2XL	50	\$ 33.00	\$ 1650.00
		3XL - 4XL	20	\$ 33.00	\$ 660.00
3	WATERPROOF JACKET W/ZIP OUT LINER 5.11 5-N-1 48017 JACKET OR EQUAL WATERPROOF WITH SEAM-TAPED, FULL-ZIP FRONT, ZIP OUT HEAVY-WEIGHT FLEECE LINER, DETACHABLE HOOD, CARGO POCKETS AND DRAWCORD WAIST COLOR: FOREST GREEN	SIZE: S - 2XL	50	\$ 160.00	\$ 8000.00
		3XL	20	\$ 160.00	\$ 3200.00
4	JACKET CARHARTT J22 OR EQUAL 12-OZ. COTTON DUCK WITH A BLANKET LINING, BI-SWING BACK, FULL-ZIP FRONT, 3 POCKETS, ONE WITH ZIPPER COLOR: FOREST GREEN	SIZE: S - 2XL REGULAR	20	\$ 80.00	\$ 1600.00
		3XL - 5XL REGULAR	30	\$ 80.00	\$ 2400.00
		L - 4XL TALL	10	\$ 80.00	\$ 800.00
5	HOODED PULLOVER SWEATSHIRT CARHARTT K121 OR EQUAL 12-OZ., 50% COTTON / 50% POLYESTER FLEECE WITH 100% POLYESTER THERMAL LINING, HOOD WITH DRAWCORD, FRONT POCKETS, RIB-KNIT CUFFS AND BOTTOM BAND COLOR: VINTAGE OLIVE	SIZE: S - 2XL REGULAR	25	\$ 32.00	\$ 800.00
		3XL - 5XL REGULAR	35	\$ 32.00	\$ 1120.00
		L - 4XL TALL	10	\$ 32.00	\$ 320.00

ITEM #	DESCRIPTION	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
6	MEN'S LONG SLEEVE SHIRT FLYING CROSS 35W5414 OR EQUAL POLY COTTON SHIRTS: 65% POLYESTER / 35% COTTON, 7 BUTTON FRONT, PERMANENT COLLAR STAYS, TWO POCKETS WITH FLAPS, DOUBLE-STITCHED SHOULDER STRAPS AND POCKET FLAPS, AND BADGE LOOPS COLOR: SILVER TAN	SIZE: S - XL	50 @ \$30.00	\$1500.00
		2XL - 4XL	70 @ \$30.00	\$2100.00
7	WOMEN'S LONG SLEEVE SHIRT FLYING CROSS 126R5414 OR EQUAL POLY COTTON SHIRTS: 65% POLYESTER / 35% COTTON, 7 BUTTON FRONT, PERMANENT COLLAR STAYS, TWO POCKETS WITH FLAPS, DOUBLE-STITCHED SHOULDER STRAPS AND POCKET FLAPS, AND BADGE LOOPS COLOR: SILVER TAN	SIZE: 28 - 40	10 @ \$30.00	\$300.00
		42 - 48	10 @ \$30.00	\$300.00
8	MEN'S SHORT SLEEVE SHIRT FLYING CROSS 85R5414 OR EQUAL POLY COTTON SHIRTS: 65% POLYESTER / 35% COTTON, 7 BUTTON FRONT, PERMANENT COLLAR STAYS, TWO POCKETS WITH FLAPS, DOUBLE-STITCHED SHOULDER STRAPS AND POCKET FLAPS, AND BADGE LOOPS COLOR: SILVER TAN	SIZE: S - XL	50 @ \$27.00	\$1350.00
		2XL - 4XL	70 @ \$27.00	\$1890.00
9	WOMEN'S SHORT SLEEVE SHIRT FLYING CROSS 176R5414 OR EQUAL POLY COTTON SHIRTS: 65% POLYESTER / 35% COTTON, 7 BUTTON FRONT, PERMANENT COLLAR STAYS, TWO POCKETS WITH FLAPS, DOUBLE-STITCHED SHOULDER STRAPS AND POCKET FLAPS, AND BADGE LOOPS COLOR: SILVER TAN	SIZE: 28 - 40	10 @ \$27.00	\$270.00
		42 - 48	10 @ \$27.00	\$270.00
10	SWEATER FLYING CROSS RIB-KNIT COMMAND SWEATER OR EQUAL 70% POLYESTER / 30% WOOL, V-NECK STYLE COLOR: GREEN	SIZE: S - XL	10 @ \$50.00	\$500.00
		2XL - 3XL	20 @ \$50.00	\$1000.00

ITEM #	DESCRIPTION	SIZE:	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
11	SHORT SLEEVE GOLF SHIRT W/EMBROIDERY TRI MOUNTAIN 168 OR EQUAL 7.7-OZ., 60% COTTON / 40% POLYESTER, KNIT COLLAR AND CUFFS, DOUBLE STITCHED SEAMS, 3 BUTTONS COLOR: VARIOUS	S - XL	30	\$ 21.00	\$ 630.00
		2XL - 4XL	50	\$ 21.00	\$ 1050.00
12	LONG SHEEVE TWILL SHIRT W/EMBROIDERY TRI MOUNTAIN 810 OR EQUAL 5-OZ., 100% COTTON, SANDED TWILL, GARMENT WASHED, BUTTON DOWN COLLAR, LONG SLEEVE WITH 2 BUTTON CUFF COLOR: VARIOUS	S - XL	15	\$ 26.00	\$ 390.00
		2XL - 4XL	25	\$ 26.00	\$ 650.00
13	SHORT SLEEVE TWILL SHIRT W/EMBROIDERY TRI MOUNTAIN 808 OR EQUAL 5-OZ., 100% COTTON, SANDED TWILL, GARMENT WASHED, BUTTON DOWN COLLAR COLOR: VARIOUS	S - XL	10	\$ 25.00	\$ 250.00
		2XL - 4XL	20	\$ 25.00	\$ 500.00
14	LONG SLEEVE T-SHIRT W/FORESTRY SCREEN PRINT AST BAYSIDE 8100 OR EQUAL 6.1-OZ., JERSEY KNIT, 100% COTTON, WASHED AND PRESHRUNK, FOR MEN OR WOMEN, WITH POCKETS COLOR: VARIOUS	S - XL	20	\$ 12.00	\$ 240.00
		2XL - 4XL	40	\$ 12.00	\$ 480.00
15	SHORT SLEEVE T-SHIRT W/FORESTRY SCREEN PRINT AST BAYSIDE 7100 OR EQUAL 6.1-OZ., JERSEY KNIT, 100% COTTON, WASHED AND PRESHRUNK, FOR MEN OR WOMEN, WITH POCKETS COLOR: VARIOUS	S - XL	20	\$ 11.00	\$ 220.00
		2XL - 4XL	40	\$ 11.00	\$ 440.00

ITEM #	DESCRIPTION	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE	
16	LONG SLEEVE DENIM SHIRT W/EMBROIDERY TRI MOUNTAIN 829 OR EQUAL 7-OZ. DENIM, GARMENT WASHED, BUTTON DOWN COLLAR, WITH 2 BUTTON CUFF COLOR: BLUE	SIZE: S - XL	10	\$ 21.00	\$ 210.00
		2XL - 4XL	20	\$ 21.00	\$ 420.00
17	SHORT SLEEVE DENIM SHIRT W/EMBROIDERY TRI MOUNTAIN 828 OR EQUAL 7-OZ. DENIM, GARMENT WASHED, BUTTON DOWN COLLAR COLOR: BLUE	SIZE: S - XL	10	\$ 22.00	\$ 220.00
		2XL - 4XL	20	\$ 22.00	\$ 440.00
18	MEN'S / WOMEN'S PANTS 5.11 A CLASS UNIFORM PANTS 44059/34071 OR EQUAL DRESS PANTS: POLYESTER/WOOL, MILITARY CREASES, GRIPPER WAISTBAND, TEFLON TREATED FOR STAIN RESISTANCE, SIDE POCKETS COLOR: FOREST GREEN	SIZE: 28 - 44 MENS	10	\$ 48.00	\$ 480.00
		46 - 56 MENS	20	\$ 48.00	\$ 960.00
		2 - 16 WOMENS	5	\$ 48.00	\$ 240.00
19	MEN'S / WOMEN'S PANTS 5.11 TACTICAL PANTS 74251/64355 OR EQUAL TROUSERS: 8.5-OZ. COTTON CANVAS, 100% COTTON, 7 POCKETS, SNAP CLOSURE WITH HEAVY DUTY ZIPPER, TEFLON TREATMENT AND 7 BELT LOOPS COLOR: GREEN	SIZE: 28 - 44 MENS	80	\$ 34.00	\$ 2720.00
		2 - 16 WOMENS	10	\$ 34.00	\$ 340.00
20	COVERALLS W/FORESTRY EMBLEM CARHARTT DUCK COVERALL X02 OR EQUAL TWO-WAY ZIPPER, SHELL WATER REPELLENT 12-OZ. 100% COTTON DUCK, QUILTED LINING 100% ARCTIC-WEIGHT NYLON COLOR: BROWN	SIZE: 34 - 50 REGULAR	20	\$ 130.00	\$ 2600.00
		52 - 58 REGULAR	30	\$ 130.00	\$ 3900.00
		38 - 54 TALL	10	\$ 130.00	\$ 1300.00

ITEM #	DESCRIPTION	SIZE	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
21	BIB OVERALLS W/FORESTRY EMBLEM CARHARTT LINED DUCK BIB OVERALLS R02 OR EQUAL 12-OZ 100% COTTON DUCK EXTERIOR WITH 100% NYLON QUILTED LINING, LEG ZIPPERS, METAL RIVETS AT STRESS POINT AND DOUBLE KNEES COLOR: BROWN	30 - 50	20	\$77.00	\$1540.00
		52 - 58	30	\$77.00	\$2310.00
22	STOCKING CAPS CARHARTT WATCH HAT A18 OR EQUAL WATCH CAP STYLE, STRETCHABLE, 100% ACRYLIC RIB KNIT FABRIC FOR WARMTH AND COMFORT COLOR: GREEN		20	\$6.00	\$120.00
23	POLAR CAP LION COMFORTABLE POLAR CAP OR EQUAL 100% TASLAN NYLON SHELL, 100% POLYESTER FLEECE LINING WITH VELCRO TABBED EAR FLAPS FASTENED UNDER THE CHIN OR ON TOP OR BEHIND THE HEAD COLOR: GREEN		20	\$20.00	\$400.00
24	MEN'S BLAZER POLY WOOL BLEND, FULLY LINED, 2 BUTTON STYLE, 2 FLAP POCKETS, 1 WELT BREAST POCKET, AND 3 BUTTON CUFFS COLOR: HUNTER GREEN	SIZE: 36 - 50	10	\$110.00	\$1100.00
		52 - 60	5	\$110.00	\$550.00
25	WOMEN'S BLAZER POLY WOOL BLEND, FULLY LINED, 2 STYLE, 2 FLAP POCKETS, AND 1 WELT BREAST POCKET COLOR: HUNTER GREEN	SIZE: 2 - 16	5	\$110.00	\$550.00
		18 - 24	5	\$110.00	\$550.00
26	BRIMMED HAT BRIMMED HAT WITH EMBROIDERY: SIX PANEL LOW PROFILE, VELCRO ADJUSTABLE CAPE, EXTRA THICK BILL COLOR: HUNTER GREEN		50	\$8.00	\$400.00

ITEM #	DESCRIPTION	ESTIMATED FIRST YEAR ORDER	UNIT PRICE	EXTENDED PRICE
27	EMBLEMS/SLEEVE PATCHES ALL EMBLEMS ARE TO BE SEWN ON LEFT SLEEVE CENTERED 1 INCH DOWN FROM THE SHOULDER SEAM: ARTWORK AVAILABLE TO SUCCESSFUL BIDDER	500	2.00	\$1000.00
<p><i>No Charge for Sewing off to garments if agency provides. \$2.00 Each if purchased separately</i></p>				
28	POLYESTER VELCRO NECKTIE 100% POLYESTER 3.5 INCHES WIDE WITH WRAP AROUND VELCRO BACKED STYLE FOR NATURAL LOOKING TIE AND FOR SAFETY THE VELCRO BACKED TIE WILL BREAK AWAY WHEN GRABBED OR PULLED COLOR: GREEN	SIZE	S - XL	10 \$5.00 \$50.00
29	BELTS HEAVY DUTY TOP GRAIN LEATHER, BUCKLE BRASS WITH SILVER TONE COLOR: BLACK	SIZE	28 - 44 46 - 60	20 \$12.00 \$240.00 20 \$12.00 \$240.00
30	NAME PLATES 0.5 X 2.5 INCHES WITH BLACK LETTERING AND CLUTCH BACK BLACK LETTERING			40 \$8.00 \$320.00
31	BADGES WITH STATE SEAL AND NUMBER BLACKINGTON B-691-RHODIUM OR EQUAL. ENGRAVED WITH "WEST VIRGINIA" AT TOP "DIVISION OF FORESTRY" IN THE LOWER HALF, AND THE "NUMBER" AT THE BOTTOM. BADGE IS TO INCLUDE FULL COLOR STATE SEAL WITH BLACK RIM AND BLUE SKY			40 \$45.00 \$1800.00
TOTAL				\$63,380.00

VENDOR SHALL PROVIDE QUARTERLY AND ANNUAL SUMMARIES SHOWING THE QUANTITIES AND DOLLAR VALUE OF EACH ITEM ORDERED UNDER THIS CONTRACT. THIS REPORT IS MANDATORY.

WATERPROOF ITEMS: ALL WATERPROOF ITEMS MUST BE LIGHTWEIGHT, BREATHABLE GORE-TEX MEMBRANE OR GORE-TEX PACLITE MEMBRANE.

EMBROIDERY: ARTWORK SAMPLES WILL BE MADE AVAILABLE TO THE SUCCESSFUL BIDDER. ALL EMBROIDERED ITEMS ARE TO HAVE WEST VIRGINIA DIVISION OF FORESTRY AND LOGO ON THE LEFT SIDE OF THE ITEM.

EMBLEMS: ARTWORK SAMPLES WILL BE MADE AVAILABLE TO THE SUCCESSFUL BIDDER. ALL EMBLEMS ARE TO BE SEWN ON LEFT SLEEVE CENTERED 1 INCH DOWN. EMBLEMS SHALL BE BILLED TO THE DIVISION OF FORESTRY AS NEEDED FOR ORDER FULFILLMENT.

STANDARD ALTERATIONS SHALL BE DONE BY THE VENDOR AT NO ADDITIONAL CHARGE. STANDARD ALTERATIONS SHALL INCLUDE SLEEVE LENGTH AND PANT LENGTH.

THE VENDOR SHALL MAINTAIN SUFFICIENT INVENTORY LEVELS FOR ALL UNIFORMS BASED ON SEASONAL FLUCTUATIONS. THE VENDOR SHALL SHIP ALL ORDERS TO THE EMPLOYEE'S WORK LOCATION THROUGHOUT THE STATE. THE VENDOR SHALL SHIP ALL ORDERS AND EXCHANGES WITHIN 10 DAYS OF RECEIPT OR NOTIFY THE AGENCY AND EMPLOYEE OF BACK-ORDER STATUS.

VENDOR SHALL WORK JOINTLY WITH THE DIVISION OF FORESTRY IN DEVELOPING AN ORDER FORM AND CATALOGUE. THE CATALOGUE SHALL HAVE A GRAPHICAL AND TEXT DESCRIPTION OF ALL ITEMS ON THE CONTRACT.

ALL ORDERS FULFILLED ON THIS CONTRACT SHALL BE MADE USING WV VISA PURCHASING CARD.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Lion Apparel

Authorized Signature: [Signature]

Date: 8/25/08