

# **CHARLESTON DEPARTMENT STORE**

1661 West Washington Street  
Charleston, WV 25312  
304.346.6793 / fax 304.346.6797

January 28, 2010

WV Purchasing Division  
Dept. of Highways  
2019 Washington Street East  
P.O. Box 50130  
Charleston, WV 25305

Dear Sirs:

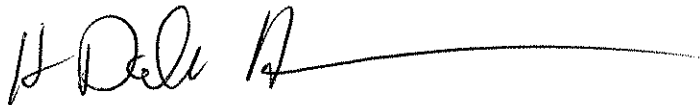
Attached you will find our bid for boot purchases at the Dept. of Highways.

We are a third generation family business that has been in Charleston for 88 years now! We will warranty any purchase that you make from us.

Should you have any questions or concerns, please do not hesitate to contact me.

We look forward to doing business with you.

Sincerely,



H. Dale Haynes, Vice-President  
Shoe Manager

HDH/bco  
Enclosures

RECEIVED

2010 JAN 29 AM 9:37

WV PURCHASING  
DIVISION



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
58100004

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

VENDOR

\*709040657      304-346-6793  
 CHARLESTON DEPARTMENT STORE IN  
 1661 WEST WASHINGTON STREET  
  
 CHARLESTON WV 25312

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/12/2010				

BID OPENING DATE: 02/03/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		800-24		
CONTRACT TO PROVIDE WORK FOOTWEAR  OPEN END CONTRACT  TO PROVIDE A CATALOG BASED BID FOR VARIOUS TYPES AND STYLES OF WORK BOOTS FOR MALE AND FEMALE EMPLOYEE OF THE WEST VIRGINIA DIVISION OF HIGHWAYS. PER THE ATTACHED SPECIFICATIONS.  THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.  QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH THE CLOSE OF BUSINESS (5:00 PM, EST) MONDAY, 01/25/2010 SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST. E. CHARLESTON, WV 25305 QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>E-MAIL: MICHAEL.D.AUSTIN@WV.GOV            FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</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 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 SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM</p>						

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<p>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> <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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	ELECTRONIC MEDIUM SUCH AS CD-ROM.					
	REV. 05/26/2009					
	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 THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.					
	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.					

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BID OPENING DATE: **02/03/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>..... <i>H. Dale</i> .....</p> <p>SIGNATURE</p> <p>..... <i>Charleston Dept. Store</i> .....</p> <p>COMPANY</p> <p>..... <i>Jan. 27, 2010</i> .....</p> <p>DATE</p>						
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p>						

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ID OPENING DATE: 02/03/2010      BID OPENING TIME 01:30PM

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A SIGNED BID MUST BE SUBMITTED TO:  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 BUILDING 15  
 2019 WASHINGTON STREET, EAST  
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF  
 THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: 33  
 RFQ. NO.: 58100004

BID OPENING DATE: ----- 2/3/10 -----

BID OPENING TIME: ----- 1:30pm -----

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY  
 TO CONTACT YOU REGARDING YOUR BID:

----- 304-346-6797 -----

CONTACT PERSON (PLEASE PRINT CLEARLY):

----- Dale Haynes -----

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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# West Virginia Division of Highways Work Boot Specifications

## Purpose

The West Virginia Division of Highways, "DOH", is soliciting quotations for a blanket open-end, catalog-based contract to provide various types and styles of work boots for male and female employees throughout the State. This contract shall also be available for use by other state agencies and political subdivisions within the State.

All terms and conditions in the written specifications are absolute and compliance will not be waived or negotiated. Vendors must comply with all mandatory requirements. Mandatory terms are indicated by the use of the terms "*shall, will, must, maximum or minimum*".

Questions will be answered by formal addendum.

## Scope/Requirements

1. The following is a listing of the State Districts that will be covered by this contract:

- District 1: Boone, Clay, Kanawha, Mason and Putman Counties
- District 2: Cabell, Lincoln, Logan, Mingo & Wayne Counties
- District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt & Wood Counties
- District 4: Doddridge, Harrison, Marion, Monongalia, Preston & Taylor Counties
- District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral & Morgan Counties
- District 6: Brooke, Hancock, Marshall, Ohio, Tyler & Wetzel Counties
- District 7: Barbour, Braxton, Gilmer, Lewis, Upshur, & Webster Counties
- District 8: Pendleton, Pocahontas, Randolph, Tucker Counties
- District 9: Fayette, Greenbrier, Monroe, Nicholas & Summers Counties
- District 10: McDowell, Mercer, Raleigh & Wyoming Counties



2. DOH will provide one (1) pair of work boots annually for eligible employees. Accordingly, it is anticipated that approximately 3,000 pairs of work boots will be ordered annually under this contract. The provision of work boots to eligible employees is a new program. There is no usage history available. DOH is preparing written policies and procedures for employees' use of the contract. DOH reserves the right to reject catalog line items determined to be excessive in cost or that do not fall within the parameters of the work boot program.
3. Within the ten (10) Districts, it is anticipated there will be approximately fifteen (15) location sites authorized to place orders, which will be placed by District/Division Storekeepers. Following the initial order from each order location, it is the intent of the DOH to limit orders to a quarterly basis. However, DOH reserves the right to adjust the order frequency as needed.
4. The following boot types must be available for men and woman, in all sizes, and must be water proof or water resistant:
  - a. Safety Toe
  - b. Non-Safety Toe
  - c. Insulated
  - d. Non-Insulated
  - e. Electrical Protection
  - f. Puncture Resistant & Non-slip Soles
5. Acceptable boot manufactures include but are not limited to:
  - a. Timberland
  - b. Wolverine
  - c. Field & Stream
  - d. Carolina
  - e. Red Wing
  - f. Georgia
  - g. Irish Setter
  - h. Lacrosse
  - i. Danner
  - j. Rocky
  - k. Cabela's
  - l. Chippewa
  - m. Carhartt
6. It is the intention of the DOH to award a single contract which shall be awarded to the vendor providing the most complete, lowest overall cost based on the pricing scenario in the attached Bid Form. The contract shall

be for a one (1) year period with the possibility of two (2), one (1) year renewals.

7. Vendors may base bids on existing catalogs containing multiple manufacturer products or multiple catalogs by manufacturer will also be accepted. Internet catalogs must be submitted in paper format. It is preferred that the catalog or catalogs be submitted with the bid. Vendors failing to provide catalogs within the time allotted by the Purchasing Division upon written notification shall be disqualified.
8. Bid prices shall be a discount from list. The DOH will accept varying discounts by manufacturer only. Discounts shall apply to all products offered by each manufacturer contained in the catalog. The attached Bid Form contains nine (9) line items which are representative of boot styles that may be ordered. The purpose is to provide a means by which bids can be evaluated. The actual boots that will be ordered over the life of the contract will vary depending on each employee's work needs and preferences. Varying discounts by manufacturer will not be accepted and shall be rejected. All discounts must be specifically stated on the attached Bid Form and must be firm for the life of the contract. In accordance with §148-1-4, 4.5 of the Code of State Rules, the DOH reserves the right to reject any bid in whole or in part. Accordingly, manufacturer discounts that are determined by the DOH to be unacceptable may be rejected at the discretion of the DOH.
9. The catalog/price list may be updated at the time of contract renewal only. If the DOH extends the offer to renew and new catalog/pricing lists have significant price increases, the DOH may decline and rebid the contract accordingly.
10. The successful vendor shall provide catalogs/price lists, at no charge or cost to the State, upon request to any state agency or political subdivision choosing to piggyback this contract throughout the contract duration.
11. Orders in excess of fifty (50) pairs shall be delivered within thirty (30) business days from receipt of the order. Orders fewer than fifty (50) pairs shall be delivered within 7 business days from receipt of order. All deliveries shall be FOB destination, freight prepaid.
12. Vendors shall not impose a minimum order quantity. Bid responses containing minimum order quantities or other terms and conditions not specified herein shall be immediately disqualified.
13. Bidders must be a manufacturer or a regular stocking, licensed dealer for the products offered at the time of bid.

14. Vendors shall carry or have access to an adequate stock to insure such delivery service for the duration of the contract. In the event an item is unavailable at the time of order, the vendor must contact the DOH immediately upon receipt of the order. Another comparable selection will be made and the order shall be resubmitted accordingly. Excessive out of stock and back orders will not be tolerated and may result in cancellation of the contract.
15. All deliveries must be made during normal working hours for the delivery location. All orders (including back orders) shall not be invoiced until the actual item is delivered. Agencies shall have 30 days in which to return un-opened/un-used items at no charge. Normal returns may be done during a future delivery from the vendor. Agencies may request non-ordered items to be picked up within five days of delivery, even if there are no deliveries within this five-day time frame. Vendor must send a packing slip in each order.
16. Successful vendor must be able to accept orders via phone, fax, internet, USPS.
17. Credits must be handled quickly and efficiently, promptly replacing incorrect items and processing credits in a timely manner.
18. Internet Access – Vendor must be able to provide internet ordering access. The successful bidder shall be responsible for training agency personnel in using their internet site for placing orders and coordinating the return pick ups. Successful vendor must be able to ensure the discounts shall be given through the internet site.
19. Sizing plates will be required for each of the fifteen (15) authorized ordering sites. Pricing for sizing plates must be included on the attached Bid Form.

BID FORM - WV DIVISION OF HIGHWAYS WORK BOOT CONTRACT

A	B	C	D	E	F	G
Item #	Product Description	Quantity	List Price	Discount %	Total	Manufacturer & Style
1	6" Men's Waterproof Soft Toe Work Boot with Briar oiled water proof leather; leather Dri Lex lining; thinsulate ultra insulation; Flexwell insole; removable cushion orthotic; soft leather padded collar. Chippewa Style CGCW72125 or equal.	925	\$177 <sup>00</sup>	30%	123 <sup>90</sup>	Timberland # 53538
2	6" Men's Waterproof Steel Toe Work Boot with full grain leather upper & padded collar; hyper-dri barrier; ASTM certified steel toe. LaCrosse 4X Series 460002 or equal.	100	\$104 <sup>00</sup>	30%	72 <sup>80</sup>	Timberland # 87081
3	8" Men's Protective Toe Work Boot with waterproof split suede & 1,000-denier Cordura nylon uppers; GORE-TEX liner; 600-gram Thinsulate insulation. Wolverine Style XK-812179 or equal.	520	\$188 <sup>00</sup>	30%	130 <sup>20</sup>	Timberland # 53537
4	6" Men's Composite Toe Work Boot with full grain, waterproof leather upper lined with GORE-TEX membrane; SEMC safety toe. Wolverine Style XK-811922 or equal.	520	\$150 <sup>00</sup>	30%	105 <sup>00</sup>	47591 Timberland #
5	8" Men's Electrical Hazard Work Boot with full grain leather; impact resistant polyurethane foot bed; heavy stitched Direct Attach Welt construction; slip resistant soles. Carhartt Style 3708 or equal.	25	\$145 <sup>00</sup>	30%	101 <sup>50</sup>	Timberland # 40036
6	8" Women's Soft Toe Insulated Waterproof Work Boot with full grain leather uppers; Gore-Tex waterproof lining. Big Horn Wolverine W03936 or equal.	295	\$150 <sup>00</sup>	30%	105 <sup>00</sup>	88116 Timberland #
7	6" Women's Soft Toe Work Boot with full grain leather upper; moisture channeling spacer mesh comfort lining; nylon diffusion shank; anti-microbial lining; oil & slip resistant rubber sole. Timberland Pro Titan work boot or equal.	540	\$102 <sup>00</sup>	30%	71 <sup>40</sup>	Timberland # 55398
8	6" Women's Electrical Hazard Work Boot with full grain leather upper; non-metallic shank; direct attach construction; removable polyurethane foot bed; oil resistant sole. Carhartt 3763 or equal.	25	\$100 <sup>00</sup>	30%	70 <sup>00</sup>	Timberland # 89640

A	B	C	D	E	F	G
Item #	Product Description	Quantity	List Price	Discount %	Total	Manufacturer & Style
9	6" Women's Water Proof Steel Toe Work boot with full grain leather uppers; Dri-Lex lining; fiberglass shank; removable full cushion dual-density polymer foot bed; polyurethane midsole & outsole; direct attach construction. Wolverine Dura shock Work Boot W03682 or equal.	50	\$140.00	30%	\$9800	Timberland # 88117
	Subtotal	3,000			\$ 322,910	
10	Sizing Plates	15	??		\$	
	<b>GRAND TOTAL</b>	<b>3000</b>			<b>\$ 322,910</b>	

Other Manufacturers Offered :

Discount %

_____	_____
_____	_____
_____	_____

**Instructions:** The information in the description column is intended to establish representative boot styles that may be ordered. Insofar as this is a new contract and there is no usage history, the specified style and brand is intended to provide guidance in quoting other manufacturer comparable products for bid evaluation purposes. The manufacturers & boot styles listed are examples only. Actual boots that will be ordered will vary depending on employee work needs and preferences. Quantities are estimates for bid evaluation purposes; actual quantities may vary at the State's discretion. If other manufacturers' products will be offered in the catalog with a discount, the names of those manufacturers and discounts **MUST** be listed in the space provided above. If additional space is needed, please use the back of the Bid Form. It is **MANDATORY** that all manufacturers and discounts to be offered under the contract be stated in the bid.

1. Enter the list price in column D.
2. Enter the percentage discount in column E.
3. Enter the extended total in column F.
4. List the manufacturer and style priced if different than that specified in column G.
5. List other manufacturers for which products will be offered and the percentage discount in the spaces indicated.

**Note: In accordance with State Law, the State reserves the right to reject selective manufacturers and discounts that are deemed unacceptable or that do not fall within the parameters of the work boot program.**

**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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,  
 Bidder is a partnership, association or corporation resident vendor and 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 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor 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,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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 75% of the employees or Bidder's 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; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: Charleston Dept. Store Signed: [Signature]  
 Date: Jan. 28, 2010 Title: Vice-President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

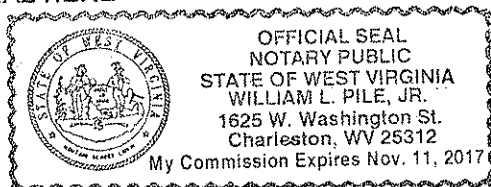
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: Charleston Dept. StoreAuthorized Signature: [Signature] Date: Jan. 27, 2010State of WVCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 28 day of January, 2010.My Commission expires 11-11-2017, 20  .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



## Product Details



### THERMAL FORCE 6" ST BROWN

Style Number: 53538

\$177

**53538 Thermal Force**  
6 inch Steel Toe Waterproof Insulated  
Earth Brown Waterproof Full-Grain Leather

- More warmth, less bulk, traction and flexibility for those who work in cold conditions
- Waterproof full-grain leather with waterproof membrane, featuring Reflexion<sup>®</sup> barrier to reflect radiant heat back to the toes
- Efficient 3M<sup>®</sup> Thinsulate<sup>™</sup> Zone insulation for warmth without bulk
- Anti-microbial Cambrelle<sup>®</sup> lining
- Goodyear welt construction
- Steel shank
- Contoured OrthoLite<sup>®</sup> footbed with Outlast<sup>®</sup> Adaptive Comfort<sup>®</sup> cover
- Under-foot aluminized reflectant
- Insulated steel safety toe

#### Technology

Roll over an icon for more detail



Efficiently insulates the foot by providing warmth without unnecessary bulk. More insulation and loft is provided where heat loss is greatest, while less insulation is used where not needed. The result is enhanced performance, increased comfort and reduced thermal conductivity.

#### Timberland PRO<sup>®</sup> rubber Ice Trax cold formula outsole:

- Remains flexible longer in cold temperatures
- Slip-resistant
- Oil-resistant
- Abrasion-resistant
- Features Ladder Lock<sup>™</sup> outsole radius

#### Timberland PRO<sup>®</sup> PowerFit<sup>™</sup> Comfort System

- Uses a combination of ergonomically designed elements at key zones to supply movement and provide critical support- delivering maximum comfort all day long.
- 30 day Guarantee on all PowerFit<sup>™</sup> comfort system boots. For more details please refer to the Terms and Conditions.



2

### Product Details



#### RATCHET BROWN

**Style Number:** 87081

**87081 Ratchet Hiker**  
6 inch Steel Toe  
Chocolate Brown Oiled Nubuck Leather

10400

- Leather upper for comfort and abrasion resistance
- Steel shank
- Compression molded EVA midsole for lightweight, resilient cushioning
- OrthoLite® footbed with Agion™ anti-microbial cover

#### Non-marking, oil-resistant rubber sole Timberland PRO® 24/7 Comfort System

- A unique comfort system that meets the most rigorous worksite demands- 24 hours a day, 7 days a week. The Timberland PRO® 24/7 Comfort Suspension™ system helps reduce foot fatigue, supports the arch and cushions every step.

#### Technology

Roll over an icon for more detail



Our workboots with Electrical Hazard Protection meet ANSI Z41PT99, ASTM F2412-05 and ASTM F2413-05 standards to provide protection from open circuits.

3

### Product Details



#### THERMAL FORCE 8" ST BROWN

Style Number: 53537

**53537 Thermal Force**  
8 inch Steel Toe Waterproof Insulated  
Earth Brown Waterproof Full-Grain Leather

186.00

- More warmth, less bulk, traction and flexibility for those who work in cold conditions
- Waterproof full-grain leather with waterproof membrane, featuring Reflexion<sup>®</sup> barrier to reflect radiant heat back to the toes
- Efficient 3M<sup>®</sup> Thinsulate<sup>™</sup> Zone insulation for warmth without bulk
- Anti-microbial Cambrelle<sup>®</sup> lining
- Goodyear welt construction
- Steel shank
- Contoured OrthoLite<sup>®</sup> footbed with Outlast<sup>®</sup> Adaptive Comfort<sup>®</sup> cover
- Under-foot aluminized reflectant
- Insulated steel safety toe

#### Technology

Roll over an icon for more detail



Efficiently insulates the foot by providing warmth without unnecessary bulk. More insulation and loft is provided where heat loss is greatest, while less insulation is used where not needed. The result is enhanced performance, increased comfort and reduced thermal conductivity.

#### Timberland PRO<sup>®</sup> rubber Ice Trax cold formula outsole:

- Remains flexible longer in cold temperatures
- Slip-resistant
- Oil-resistant
- Abrasion-resistant
- Features Ladder Lock<sup>™</sup> outsole radius

#### Timberland PRO<sup>®</sup> PowerFit<sup>™</sup> Comfort System

- Uses a combination of ergonomically designed elements at key zones to supply movement and provide critical support- delivering maximum comfort all day long.
- 30 day Guarantee on all PowerFit<sup>™</sup> comfort system boots. For more details please refer to the Terms and Conditions.

4

### Product Details



#### ENDURANCE 6" ST WP BRN

Style Number: 47591

\$ 150<sup>00</sup>

#### 47591 Endurance PR

6 inch steel Toe  
Rancher Brown Full Grain Leather

- Rugged full-grain leather upper
- Oil-and abrasion-resistant rubber "double toe" for increased wear protection
- Anti-fatigue technology meets low-profile puncture resistance
- Dual-purpose top hardware
- Timberland PRO<sup>®</sup> rubber backstay
- Mesh lining with Agion<sup>®</sup> anti-microbial treatment
- Cement construction
- Constructed on TITAN<sup>®</sup> last for superior fit
- Anti-fatigue conical midsole geometry, featuring polyurethane material
- Fiberglass shank
- Contoured single density Ortholite<sup>®</sup> footbed
- Flexible Steel-Flex<sup>®</sup> puncture-resistant plate
- Meets CSA Graded 1 ESR requirement

#### Technology

Roll over an icon for more detail



Efficiently insulates the foot by providing warmth without unnecessary bulk. More insulation and loft is provided where heat loss is greatest, while less insulation is used where not needed. The result is enhanced performance, increased comfort and reduced thermal conductivity.

#### Timberland PRO<sup>®</sup> rubber outsole:

- Low-profile with high surface contact
- Slip-resistant
- Heat-resistant
- Oil-resistant
- Abrasion resistant
- Features Ladder Lock<sup>™</sup> outsole radius

#### Timberland PRO<sup>®</sup> PowerFit<sup>™</sup> Comfort System

- Uses a combination of ergonomically designed elements at key zones to supply movement and provide critical support- delivering maximum comfort all day long.
- 30 day Guarantee on all PowerFit<sup>™</sup> comfort system boots. For more details please refer to the Terms and Conditions.

5

Product Details



**TITAN HEAVY DUTY BROWN**

**Style Number:** 40036

\$145<sup>00</sup>

**40036 TITAN® Heavy Duty**

8 inch TITAN® Safety Toe  
Autumn Brown Full-Grain Leather

- Premium full-grain leathers with Goodyear Welt Cast-Bond™ construction for a durable mechanical and chemical bond
- Lightweight and constructed on the TITAN® last for superior fit
- Comfort-engineered, contoured tongue, designed to relieve lace pressure
- Anatomically contoured insole with integral steel shank for support
- Contoured OrthoLite® footbed with Outlast® Adaptive Comfort® cover

**Technology**

Roll over an icon for more detail



Timberland PRO® workboots stand up to ANSI 175/C75 Z41 PT99 and ASTM F2412-05 and F2413-05 safety standards. They are engineered with a wide flanged, tempered steel toe cap, providing protection for people in hazardous work environments.

**Dual-density polyurethane outsole:**

- Lightweight, yet rugged - with exceptional cushioning
- Fluid-channeling tread design is slip-resistant with high surface contact
- Oil-resistant
- Abrasion-resistant
- Features Ladder Lock™ outsole radius

**Timberland PRO® PowerFit™ Comfort System**

- Uses a combination of ergonomically designed elements at key zones to supply movement and provide critical support- delivering maximum comfort all day long.
- 30 day Guarantee on all PowerFit™ comfort system boots. For more details please refer to the Terms and Conditions.

Product Details

6

B150<sup>80</sup>

**RIGMASTER WMS 8" WP BROWN**

**Style Number:** 88116

**88116 Rigmaster**  
8 inch TITAN® Safety Toe  
Brown Full-Grain Leather



- Waterproof full-grain leather with waterproof membrane
- Goodyear Welt Cast Bond™ construction for a durable mechanical and chemical bond
- TITAN® safety toe for lightweight protection
- Fiberglass shank
- Anti-fatigue conical midsole geometry, featuring polyurethane material
- Moisture management antibacterial Dri-Lex™ Eco bamboo collar
- Mesh lining with Agion® anti-microbial treatment
- Contoured single density Ortholite® footbed
- Metal Hardware

**Technology**

Roll over an icon for more detail



Our workboots with Electrical Hazard Protection meet ANSI Z41PT99, ASTM F2412-05 and ASTM F2413-05 standards to provide protection from open circuits.

**Single density polyurethane outsole:**

- Lightweight, yet rugged with exceptional cushioning
- Aggressive tread design featuring triangular lock lugs which provide maximum traction
- Oil-resistant
- Abrasion-resistant
- Features Ladder Lock™ outsole radius

**Timberland PRO® PowerFit™ Comfort System**

- Uses a combination of ergonomically designed elements at key zones to supply movement and provide critical support- delivering maximum comfort all day long.
- 30 day Guarantee on all PowerFit™ comfort system boots. For more details please refer to the Terms and Conditions.

Product Details

7



**TITAN WOMEN'S 6" BROWN**

**Style Number:** 55398

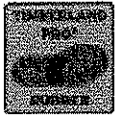
\$ 102<sup>00</sup>

**55398 TITAN Women's Workboot**  
6 inch Soft Toe  
Coffee Full-Grain Leather

- 360° of lightweight comfort
- Soft leathers to minimize break-in time
- Moisture-channeling spacer mesh comfort lining with integral anti-microbial keeps foot dry and comfortable
- Polyurethane midsole for lightweight, durable cushioning
- Nylon diffusion shank for torsional rigidity
- Contoured OrthoLite® footbed with Outlast® Adaptive Comfort® cover

**Technology**

Roll over an icon for more detail



We use a heat resistant, durable, specially made rubber compound to offer improved slip-resistance, abrasion-resistance and oil-resistance. The result is better traction on all surfaces.

**Timberland PRO® rubber outsole:**

- Low-profile with high surface contact
- Slip-resistant
- Oil-resistant
- Abrasion-resistant

**Timberland PRO® PowerFit™ Comfort System**

- Uses a combination of ergonomically designed elements at key zones to supply movement and provide critical support- delivering maximum comfort all day long.
- 30 day Guarantee on all PowerFit™ comfort system boots. For more details please refer to the Terms and Conditions.

Product Details



**WOMEN'S RATCHET**

**Style Number:** 89640

**89640** Timberland PRO® Women's Ratchet  
Leather Upper

\$100<sup>00</sup>

- Leather upper for comfort
- Compression-molded EVA midsole for lightweight cushioning
- Abrasion-resistant rubber toe
- Steel toe
- Tasteful splash of color through out boot
- Lining: Anti-microbial lining
- Shank: Steel
- Hardware: Non-metallic nylon top hardware with leather lace gillies
- Weight: 1 lb 4.7oz/562g (1/2 pair size 7)

**Rubber Outsole:**

- Non-Marking
- Oil-resistant

9

Product Details



**RIGMASTER WMS 6" WP BRN**

**Style Number: 88117**

\$ 140.00

**88117 Rigmaster**  
6 inch TITAN® Safety Toe  
Brown Full-Grain Leather

- Waterproof full-grain leather with waterproof membrane
- Goodyear Welt Cast Bond™ construction for a durable mechanical and chemical bond
- TITAN® safety toe for lightweight protection
- Fiberglass shank
- Anti-fatigue conical midsole geometry, featuring polyurethane material
- Moisture management antibacterial Dri-Lex™ Eco bamboo collar
- Mesh lining with Agion® anti-microbial treatment
- Contoured single density Ortholite® footbed
- Metal Hardware

**Technology**

Roll over an icon for more detail



Our workboots with Electrical Hazard Protection meet ANSI Z41PT99, ASTM F2412-05 and ASTM F2413-05 standards to provide protection from open circuits.

**Single density polyurethane outsole:**

- Lightweight, yet rugged with exceptional cushioning
- Aggressive tread design featuring triangular lock lugs which provide maximum traction
- Oil-resistant
- Abrasion-resistant
- Features Ladder Lock™ outsole radius

**Timberland PRO® PowerFit™ Comfort System**

- Uses a combination of ergonomically designed elements at key zones to supply movement and provide critical support- delivering maximum comfort all day long.
- 30 day Guarantee on all PowerFit™ comfort system boots. For more details please refer to the Terms and Conditions.