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

Request for
Quotation
58100005

MICHAEL AUSTIN

ADDRESS CORRESPONDENCE TO ATTENTION OF:

304-558-2402

RFQ COPY TYPE NAME/ADDRESS HERE Lehigh Outfilters, LLC 39 E canal St Nelsonville, OH 45764

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4, 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
- 14. 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. 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 material, 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.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4, 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Rev. 12/15/09



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

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ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

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

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ADDRESS CORRESPONDENCE TO ATTENTION OF A MICHAEL AUSTIN

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

TERMS OF SALE FREIGHTTERMS DATE PRINTED. SHIP VIA FOB. 02/23/2010 BID OPENING DATE: 03/10/2010 BID OPENING TIME 01:30PM CAT. LINE **QUANTITY** UOP ITEM NUMBER UNIT PRICE AMOUNT (1) YEAR PERIODS. 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 TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. 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 TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) 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. 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. C. 11. 1. 1. 1. 1. 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. SEE REVERSE SIDE FOR TERMS AND CONDITIONS ADDRESS CHANGES TO BE NOTED ABOVE MANAGER 22-3709780



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

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MICHAEL AUSTIN 304-558-2402

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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MICHAEL AUSTIN

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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
 - i. Rocky
 - k. Cabela's
 - I. Chippewa
 - m. Carhartt
- 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.
- Bid prices shall be a discount from list. Discounts shall apply to all 8. products offered by each respective manufacturer contained in the catalog. For example, if a vendor offers a 30% discount for manufacturer X, every product contained in the catalog offered by that manufacturer must be discounted by 30%. Varying product discounts by manufacturer will not be accepted and shall be rejected. 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. Men's work boots shall not be substituted for women's work boots listed on the Bid Form. 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.
- 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.

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- 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.



۷	B BID FORN	- WV DIVIS	SION OF HIG D	HWAYS W E	FORM - WV DIVISION OF HIGHWAYS WORK BOOT CONTRACT C D E F G	ONTRACT	Ι
Item #	Product Description	Quantity	Catalog List Price	Discount %	Discount Discounted % List Price	Total	Manufacturer & Style
,	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	\$11H.75	C	\$35.0°	on:5001:87.8	ROCKY SIGNLE
~	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.	1,00	\$108,00	35%	08\$	_{ფე} : ეეია ა. ა	ROCKY RLOOS
w	8" Men's Protective Toe Work Boot with waterproof split suede & 1,000-denier Cordura nylon uppers; GORETEX liner; 600-gram Thinsulate insulation. Wolverine Style XK-812179 or equal.	520	\$118.15	9856	\$45,00	co ao hi bhs	Rocky Asoos
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	05 Hb\$	35%	\$70.00	536 HOC.00	Rocky RLOOH
ស .	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	\$108.00	35%	\$20°oc	\$2,000,00	Lehigh 5041
9	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	Ol'alle	ુપ્રકૃત	00'78\$	\$25,370,00	Georgia azosz
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	0519\$	350/s	J20:05	ga`009'LZ\$	Slipfarips 7573
00	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	944.50	9,5%	oo'OL.\$	\$ (75%,00	Lehigh 541

BID FORM - WV DIVISION OF HIGHWAYS WORK BOOT CONTRACT

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Item#	Product Description	Quantity	Catalog	Discount	Catalog Discount Discounted	Total	Manufacturer & Style
			List Price	%	List Price		
6	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.	05	SPH 50	358/o	\$-10°,00	\$3560.00	350/0 \$70.00 \$3500.00 ROCKY RUDOH
	Subtotal	3.000				SOND CHE OD	
10	Sizing Plates	15	15 \$ 25.00			31500	
	GRAND TOTAL					\$ 232,470.00	

imberland, Converse Michello Other Manufacturers Offered: Nautilus Overando Reelook

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 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 comparable products for bid evaluation purposes. The manufacturers & boot styles listed are examples only. Actual boots that will be ordered Instructions: The information in the description column is intended to establish representative boot styles that may be ordered. Insofar as 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.
- . Enter the percentage discount in column E.
- . Enter the discounted list price in column F.
- 3. Enter the extended total in column G.
- 4. List the manufacturer and style priced if different than that specified in column H.
- 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.

LEHUM MUTATERS LLC

veriuori rodilie

Address: 39 EAST (AMAZ ST NEZSONIIIE, OH

State of West Virginia

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.

1.1A

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,

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,

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,

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,

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,

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: LEMEN OUTFITERS, LLC	Signed:
Date: 3/09/2010	Title: 3105 MANAGER

^{*}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.

"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 exceed 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	1.0	
Vendor's Name: Lehigh Outfitters, L	<u>hC</u>	
Authorized Signature:		Date: <u>3/94/201</u> p
State of Ohio		
County of Athens, to-wit:	•	•
Taken, subscribed, and sworn to before me this 44d	ay of <u>MARCh</u>	, 20 <u> J D</u> .
My Commission expires Sept. 12	, 20 <u>14</u> .	
and the latest and th	NOTARY PUBLIC	Delly Greghbarger
AFFIX BEAUTIERE OARIAL SEAL DEBBY HIGHBARGIN	-	
NOTARY PUBLIC		•
STATE OF OHIO Comm. Expires		
NOTARY PUBLIC STATE OF OHIO Comm. Expires September 12, 2014 Recorded in		Purchasing Affidaylt (Revised 12/15/0
Hocking County		Futcheshig Athleant (Nevisco 15 101
Manufacture -		



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MEN'S FOOTWEAR

Work Boots Steel Toe Boots Non Steel Toe Boots Metalarsal Boots Static Dissipative Shoes Lehigh Power Buys!

Outdoor Boots Hunting Boots Hiking Boots

Western Boots

Duty Footwear

MEN'S APPAREL

Work

Coats & Jackets Bibs & Coveralls Pants & Shorts Shirts High Visibility Fire Resistant

Hunting Wear

Hunting Pants Hunting Coats & Jackets Hunting Shirts

Men's Accessories

Hats & Gloves Socks & Insoles Belts Wallets

WOMEN'S FOOTWEAR

Women's Work Boots Steel Toe Boots Non Steel Toe Boots

Women's Outdoor Boots Hunting Boots Hiking Boots

Women's Western Boots

Women's Duty Footwear

WOMEN'S CLOTHING

WOMEN'S ACCESSORIES

KID'S FOOTWEAR

KID'S APPAREL

CLEARANCE

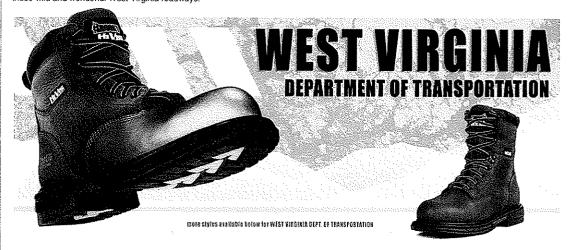
Shop By:

Select Category	12
Select Gender	82
Select Brand	
Select Size	

Hey West Virginia - These Boots Will Light You Up!

Hi-Vis Safety Footwear: Built for Highway Protection

We'll help you keep them safe! Our leading edge technology in the area of High Visibly footwear will make a difference for the road workers of West Virginia. Light them up with a pair of Rocky Hi-Vis boots. Built on the proven-tough Rocky IronClad platform, these boots are tough, comfortable and ready to tackle any 14 hour shift on extreme terrains. The unique hi-vis accents keeps safety a priority while working hard on those wild and wonderful West Virginia roadways!



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MEN'S FOOTWEAR

Work Boots Steel Toe Boots Non Steel Toe Boots Metatarsal Boots Static Dissipative Shoes Lehigh Power Buys!

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Western Boots

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MEN'S APPAREL

Work

Coats & Jackets Bibs & Coveralls Pants & Shorts Shirts High Visibility Fire Resistant

Hunting Wear Hunting Pants Hunting Coats & Jackets

Men's Accessories Hats & Gloves Socks & Insoles Belts

Hunting Shirts

Wallets

WOMEN'S FOOTWEAR

Women's Work Boots Steel Toe Boots Non Steel Toe Boots

Women's Outdoor Boots **Hunting Boots Hiking Boots**

Women's Western Boots

Women's Duty Footwear

WOMEN'S CLOTHING

WOMEN'S ACCESSORIES

KID'S FOOTWEAR

KID'S APPAREL

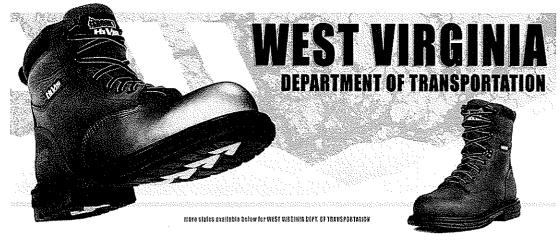
CLEARANCE

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Hey West Virginia - These Boots Will Light You Up!

Hi-Vis Safety Footwear: Built for Highway Protection

We'll help you keep them safe! Our leading edge technology in the area of High Visibly footwear will make a difference for the road workers of West Virginia. Light them up with a pair of Rocky Hi-Vis boots. Built on the proven-tough Rocky IronClad platform, these boots are tough, comfortable and ready to tackle any 14 hour shift on extreme terrains. The unique hi-vis accents keeps safety a priority white working hard on those wild and wonderful West Virginia roadways!











39 East Canal Street, Nelsonville, Ohio 45764 Phone: 740-753-9100 x2012 • Fax: 740-753-7240

Web: <u>www.lehighoutfitters.com</u> E-mail: mark.dean@rockybrands.com

Thank you for extending the opportunity to Lehigh Outfitters to bid on your safety footwear requirements. Our affiliation with our parent company, Rocky Brands, makes us the largest safety footwear company in the US. We pioneered the safety shoe industry in 1932, so we have the knowledge and experience to successfully ensure your employees' safety and comfort.

Products: We carry a wide variety of footwear styles from various branded manufacturers: SlipGrips, Rocky, Georgia Boot, Durango, Timberland, Michelin, Dr. Martens, Converse, Dickies, Nautilus, Reebok, and Florsheim. We are certain that our innovative technology has produced a shoe that is uniquely superior in fit, comfort and quality.

The State of West Virginia may be interested in our made-for-highway-workers Hi-Vis boot, Rocky style 5707; we have included a picture of this boot and it may also be viewed at http://www.lehighoutfitters.com/westvirginia. Lehigh can offer this revolutionary, Hi-Visibility boot to your state for less than \$90.00 per pair.

Services: The State of West Virginia would be well served by Lehigh's CustomFitTM websites, our fastest-growing and most economical method of supplying footwear. With CustomFitTM, Lehigh sets up and maintains a user-friendly website that is built to suit the needs of each individual State of West Virginia customer. Lehigh will create these convenient, customized sites in a matter of days and at no cost. Some of the benefits of CustomFitTM are:

- Easy and fast to use
- Only offers products that are approved for employee use
- Provides free shipping and returns
- Saves your company more money after instant rebate
- Provides a larger selection of footwear than a brick and mortar store can display
- Can be tailored to your company's billing and product selection needs (subsidy programs, vouchers, P-cards, etc.)

A demo of this convenient, money saving service is available at http://www.lehighoutfitters.com/Training/

Pricing: Pricing will be based on our bid pricing and our Retail Price List Less 30%. All styles are available for viewing in our catalog and on our website: http://www.lehighoutfitters.com/. Any items offered for sale will require approval of your organization before your employees are allowed to purchase.

Billing: Lehigh Outfitters offers EIPP (Electronic Invoice Presentment and Payment), a summary billing which allows you to tailor the billing cycle, the generation of invoice numbers, and the organization of detailed information based on your needs. Customized sales reports of all transactions can also be provided for easy record keeping of all employee purchases. This free system allows you to view, print and sort each invoice the way you need it—a presentation of this service is also available at http://www.lehighoutfitters.com/Training/. Of course you may also utilize the traditional paper invoicing method if you do not want to use EIPP.

Warranty/Guarantee: All Lehigh products have a guarantee against defects in material and manufacture workmanship. We stand behind our products, and Lehigh is proud to offer you the Lehigh "PROMISE PLUS" warranty—what we feel is the best warranty policy in the footwear industry. This warranty offers you a 6 month guarantee: http://www.lehighoutfitters.com/Warranty/ All Lehigh safety footwear meets or exceeds the requirements and specifications in the American National Standards for Personnel Protection-Protective Footwear, ASTM F2413-05-OSHA approved. Shoes have a stamp on the inside per requirements.

We are confident that our pricing, service and quality safety footwear will provide your organization and employees with a successful safety shoe program. We thank you for the opportunity to present our proposal and we look forward to working with you and your staff.



R6004

Rocky AlphaForce Composite Toe Waterproof Duty Shoes

- Black full-grain leather and lighweight black 1,000 denier nylon
 - **Contoured Removable Polyurethane Cushion Insole**
 - **Fully Lined**
 - **Plastic Shank**
 - Non Metallic Xtremium Toe Cap







R6003

Rocky Waterproof Steel Toe Work Shoes

- Workshoe II LOCKRIM® Steel Toe Cap
- Steel Toe provides solid protection in the toe area
 - **ASTM F2413-05 PT Class 75 Protective Toe**
- Contoured Removable Polyurethane Cushion Insole
 - **Fully Lined**
 - **Lightweight Construction**
- Meets ASTM F2413-05 Electrical Hazard Standard
 - **Molded EVA Midsole Material**
 - Rocky® Waterproof Construction
 - Rubber Outsole with molded EVA midsole
 - Steel Shank
 - **Tumbled Leather Uppers**
 - Workshoe II LOCKRIM® Steel Toe Cap







G3082

Georgia Women's Waterproof, Insulated Work Boot

- 400 Gram THINSULATE® Ultra Insulation
 - **Cushioned Insole**
- Eagle Light -lightweight, shock absorbing, flexible, oil-resistant polyurethane outsole
 - **Full-Grain Leather Uppers**
 - Fully lined for durability, breathability and comfort
 - **Georgia Waterproof Construction System**
 - Steel Shank







7573

SlipGrips Women's Slip Resistant, Hiker Work Shoes

- **Breathable Abrasion Resistant Linings**
- **Cement Shell Outsole with Reinforce Stitching**
- **Contoured Removable Polyurethane COMFORT MAX Insole**
 - **Fully Lined**
 - **Generally Defined Heel**
 - **Padded Collar**
 - Slip Resistant Rubber Spider Grip Hiker Outsole
 - Steel Shank







For more information:
Mark.Dean@RockyBrands.com
Tabitha.Fulton@LehighOutfitters.com

5696Rocky IronClad Work Boots

- 7-layer slip and oil-resistant Ironclad outsole provides support and unparalleled cushioning
 - EVA Midsole
 - Rocky® Waterproof Construction
 - Steel Shank







5041

Lehigh Steel Toe Work Boots

- **Full Wrapped Foam Cushion Insole**
 - Polyurethane Lite-Lug Outsole
 - **Soft Tumbled Leather Uppers**
 - Steel Shank
 - Stitched Rubber Bumper Guard
 - Welt Construction
- Steel Toe provides solid protection in the toe area







541 6" Lehigh Women's Steel Toe Sport Shoes

- 832 Last
- STM F2413-05 PT Class 75 Protective Toe
 - **Full Wrapped Foam Cushion Insole**
 - Polyurethane Lite-Lug Outsole
 - **Soft Tumbled Leather Uppers**
 - Steel Shank
 - Stitched Rubber Bumper Guard
 - Welt Construction
 - Work LOCKRIM® Steel Toe Cap







R8005

Rocky Sport Utility Steel Toe Waterproof Insulated Work Boots

- **Rocky® Waterproof Construction**
- Steel Toe provides solid protection in the toe area
 - 600 Gram THINSULATE® Ultra Insulation
- **Contoured Removable Polyurethane Cushion Insole**
 - **Fully Lined**
 - Steel Shank
 - **Tumbled Leather Uppers**



