



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

State of West Virginia
 Request for Quotation
 08 - Clothing

Proc Folder: 194305

Doc Description: Law Enforcement- Uniform Accessories Catalog Contract

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-26	2016-03-17 13:30:00	CRFQ 0310 DNR1600000027	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Graff, LLC
 1340 Russell Cave Road
 Lexington KY 40505
 800-870-4242 X 2176

03/22/16 13:08:02
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

FEIN # 20-3545989

DATE 3/1/16

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

ORIGINAL

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of The Division of Natural Resources (WVDNR), Law Enforcement Section to establish a open-end contract for Clothing and Accessories. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor Catalog.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 4TH AVE CHARLESTON WV25303-1228 US	DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 FOURTH AVE SOUTH CHARLESTON WV 25303-1228 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Uniform Accessories for DNR Law Enforcement	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53102700			

Extended Description :

Vendor is to use Exhibit "A" Pricing Page that is a part of the solicitation documents to capture and submit Pricing with Vendors submitted bid response.

DNR1600000027	Document Phase Draft	Document Description Law Enforcement- Uniform Acces series Catalog Contract	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: March 9 th, 2016 at 9:00 AM. EST.

Submit Questions to: Guy Nisbet
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Guy.L.Nisbet@WV.Gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
 Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 22nd, 2016 at 1:30 PM. EST.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
- 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____
award and extends for a period of _____
one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____
three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____
thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

_____ for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-5.2.b.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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

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

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

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing_requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources
Law Enforcement Section-Open-End Uniform Accessories

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The Division of Natural Resources, Law Enforcement Section to establish a contract for Clothing and Accessories. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Catalog"** means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.

 - 2.2 "Catalog Price"** means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).

 - 2.3 "Discount Percentage"** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category

 - 2.4 "Discounted Price"** means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.

 - 2.5 "Discounted Unit Price"** means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.

 - 2.6 "Eligible Item"** means any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes generally means clothing and accessories outlined below for employees of the Division of Natural Resources, Law Enforcement Section.

 - 2.7 "Pricing Page" or "Pricing Pages"** means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.

 - 2.8 "Color(s) of Contract Items"** - the Vendor is expected to offer the color bid for the life of the contract, including any optional renewal period. In the event a color is discontinued and no longer available for production, the vendor shall provide the Agency with written notice sixty (60) days in advance of discontinuance. Color

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substitution will be at the agency's discretion and will require issuance of an approved change order. No price increase will be allowed for color substitution.

- 2.9 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.10 "Total Bid Cost Amount"** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.
- 2.11 "Unit"** means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.12 "Unit Price"** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.13 "Units Provided for Catalog Price"** means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor's Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor's catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor's catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)
- 2.14 "ANSI Class II and III"** means the American National Standards Institute's compliance with the Federal Highway Worker Visibility Rule (23 CFR Sec. 634) which requires worker to wear high visibility safety apparel when working on any federal, state, county, or city road project subsidized with Federal monies.
- 2.15 "Level II Retention"** means a thumb snap locking mechanism (safety feature) that secures the gun in the holster.
- 2.16 "Cloisonné"** means decorative work in which enamel, glass, or gemstones are separated by strips of flattened wire placed edgeways on a metal backing.
- 2.17 "Scoville"** means a measurement of the pungency of an item.
- 2.18 "Sam Browne Shoulder Strap"** means a narrow leather strap passing diagonally over the right shoulder connected to the duty belt (Sam Browne belt) with leather loops and metal D-rings. It is most often a part of a military or police uniform

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- 2.19 “Breathable”** means fabrics that are composed of unique fibers able to transport moisture from one side to the other. So, as the body sweats, the fabrics allow the moisture to move outside the garment. In essence, the fabric breathes, which is a necessary feature to wick away perspiration.
- 2.20 “Waterproof”** means not to be penetrated by water and are made either from fabrics with a very tight weave (some polyester blends) or from nonporous fabrics including rubber and plastic.
- 2.21 “Upper Leather”** means the part covering the top of your foot is leather. The remaining materials – sole, heel, shaft, and lining – are man-made (plastic, rubber, synthetic).
- 2.22 “High Gloss”** means the type of coated leather that undergoes a process to achieve a very glossy, shiny finish. Usually has a plastic coating.
- 2.23 “Durable”** means able to withstand wear, pressure, or damage; hard-wearing.
- 2.24 “Windproof”** means not penetrable by wind.

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West Virginia Division of Natural Resources
Law Enforcement Section-Open-End Uniform Accessories

GENERAL REQUIREMENTS:

Mandatory Eligible Item Requirements: Eligible Items must meet or exceed the mandatory requirements listed below. Below are the catalog categories.

3.1 APPAREL AND UNIFORM ID

3.1.1 Blauer 233 R Reversible Rain Jacket or Equal.

3.1.1.1 Must be waterproof and windproof and breathable fabric (See 2.19, 2.20 and 2.24 for definitions).

3.1.1.2 Seams must be factory sealed.

3.1.1.3 Double storm fly front with reversible zipper.

3.1.1.4 Must have reflective trim on hi-visibility side around chest, sleeves and cuffs.

3.1.1.5 Side zippers to access equipment.

3.1.1.6 Right and left shoulder mic tabs for both sides.

3.1.1.7 Must have badge tab on both sides.

3.1.1.8 Color: ANSI Class II or III approved (See 2.14 for definitions)

3.1.1.9 Sizes: S – 4XL.

3.1.2 Battle Dress Uniform (BDU) Name Strips or Equal.

3.1.2.1 Must be 100% polyester.

3.1.2.2 Must be 1-inch (standard size) finished fused-and-fold cloth stripe.

3.1.2.3 Embroidery work must have the first letter of first name, first letter of middle name, and full last name.

3.1.2.4 Thread Color: Must be silver

3.1.2.5 Font: Must be "Block New" format

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3.1.2.6 Color: Dark Brown.

3.1.3 Nameplates

3.1.3.1 Must be metal

3.1.3.2 Must be 2 3/8 inches wide and ½ inch high

3.1.3.3 Must be engraved

3.1.3.4 Must have one line of black lettering

3.1.3.5 Must have a clutch back with two (2) pins that stick through the clothing and are secured with a small clutch

3.1.3.6 Color Finish: Must be Silver and Gold.

3.1.4 Damascus Sub Zero Duty Gloves or Equal

3.1.4.1 Must have leather palms with nylon back panels

3.1.4.2 Must have a waterproof lining

3.1.4.3 Must have an adjustable wrist closer

3.1.4.4 Color: Black

3.1.4.5 Sizes: S – XL.

3.2 Footwear

3.2.1 Bates GX-8 Boots, Style# E02268, or Equal

3.2.1.1 Must have waterproof leather and ballistic nylon upper

3.2.1.2 Must have a waterproof and breathable lining (See 2.19 and 2.20 for definitions).

3.2.1.3 Must have a nylon side zipper

3.2.1.4 Must have a slip resistant rubber outsole

3.2.1.5 Must have athletic cement construction sole

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3.2.1.6 Color: Black

3.2.1.7 Finish: Plain black leather; and

3.2.1.8 Sizes: 6-14

3.2.2 Bates Lites Buckle Chukka Boots, Style# E00083, or Equal

3.2.2.1 Must have leather upper (See 2.21 for definition.)

3.2.2.2 Must have a breathable lining (See 2.19 for definition.)

3.2.2.3 Color: Black

3.2.2.4 Finish: Plain black leather

3.2.2.5 Sizes: 6-14

3.2.3 Chukka Boots, Style# E00053, or Equal.

3.2.3.1 Must have a high gloss upper (See 2.21 and 2.22 for definitions.)

3.2.3.2 Must have a breathable lining (See 2.19 for definition.)

3.2.3.3 Color: Black

3.2.3.4 Finish: High gloss leather

3.2.3.5 Sizes: 6-14

3.2.4 Bates Oxford Shoes, Style# E00769 or Equal.

3.2.4.1 Must have a durable leather upper (See 2.21 and 2.23 for definitions.)

3.2.4.2 Must have a breathable lining (See 2.19 for definition.)

3.2.4.3 Color: Black

3.2.4.4 Finish: Plain black leather

3.2.4.5 Sizes: 6-14

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3.2.5 Bates Delta Sport Athletic Patrol Shoe, Style# E03204, or Equal.

3.2.5.1 Must have a durable leather and nylon upper (See 2.21 and 2.23 for definitions.)

3.2.5.2 Must have a breathable mesh lining (See 2.19 for definition.)

3.2.5.3 Must have a slip resistant rubber outsole

3.2.5.4 Must have athletic cement construction

3.2.5.5 Color: Black

3.2.5.6 Finish: Plain black leather

3.2.5.7 Sizes: 6-14

3.2.6 Danner Acadia Boots, Style# 22600 or Equal

3.2.6.1 Must have a minimum of 400 grams of insulation

3.2.6.2 Must be 100% waterproof and breathable (See 2.19 and 2.20 for definitions.)

3.2.6.3 Must be leather

3.2.6.4 Must have a nylon upper material (See 2.21 for definition.)

3.2.6.5 Must be laced from toe to top of boot

3.2.6.6 Height of books must be eight (8) inches

3.2.6.7 Must be able to be re-soled

3.2.6.8 Color: Black

3.2.6.9 Finish: Plain black leather

3.2.6.10 Sizes: 6-14

3.3 Duty Gear

3.3.1 Boston Leather Duty Belt, Style#6504 or Equal

3.3.1.1 Must be 2 ¼" in width

3.3.1.2 Buckle Colors: Silver or Gold

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- 3.3.1.3 Colors: Black
- 3.3.1.4 Finish: Plain black leather
- 3.3.1.5 Waist Sizes: 26 – 60.
- 3.3.2 Boston Leather Duty Belt, Style#6504 or Equal**
 - 3.3.2.1 Must be 2 ¼" in width
 - 3.3.2.2 Buckle Colors: Silver or Gold
 - 3.3.2.3 Colors: Black;
 - 3.3.2.4 Finish: High gloss leather
 - 3.3.2.5 Waist Sizes: 26 – 60.
- 3.3.3 Boston Leather Waist Belt (Plain Black), Style#6582, or Equal**
 - 3.3.3.1 Must be constructed from tanned top grain cowhide
 - 3.3.3.2 Belt width must not exceed 1.5"
 - 3.3.3.3 Color: Black
 - 3.3.3.4 Finish: Plain black leather
 - 3.3.3.5 Waist Sizes 26-60.
- 3.3.4 Boston Leather Waist Belt (High Gloss Black), Style#6582, or Equal**
 - 3.3.4.1 Must be constructed from tanned top grain cowhide
 - 3.3.4.2 Belt width must not exceed 1.5"
 - 3.3.4.3 Color: Black;
 - 3.3.4.4 Finish: High gloss leather
 - 3.3.4.5 Waist Sizes 28-60.
- 3.3.5 Holster Glock Model 21SF, Safariland, Model #6280-383 Right and Left Hand or Equal**

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- 3.3.5.1 Must be mid-rise
- 3.3.5.2 Must have Level II Retention; (See 2.15 for definition.)
- 3.3.5.3 Must fit up to a 2 ¼" duty belt
- 3.3.5.4 Color: Black
- 3.3.5.5 Finish: Plain black and high gloss leather.
- 3.3.6 **Boston Leather Handcuff Case, Style #5510, or Equal**
 - 3.3.6.1 Must have a round bottom;
 - 3.3.6.2 Case must slide over duty belt;
 - 3.3.6.3 Must fit up to 2 ¼" duty belt;
 - 3.3.6.4 Snaps: Must be Silver or Gold; and
 - 3.3.6.5 Colors: Black.
 - 3.3.6.6 Finish: Plain black and High Gloss leather.
- 3.3.7 **Boston Leather Double Magazine Holder, Style #5602-1, for Glock Model 21SF or Equal**
 - 3.3.7.1 Must fit up to a 2 ¼" duty belt
 - 3.3.7.2 Snaps: Must be Silver or Gold
 - 3.3.7.3 Colors: Black
 - 3.3.7.4 Finish: Plain black and high gloss leather.
- 3.3.8 **Zarc International, Inc. Defense Spray Holder, Model PSH-1303 LO with K135 cup or Equal**
 - 3.3.8.1 Must be constructed of leather
 - 3.3.8.2 Must fit up to 2 ¼" duty belt
 - 3.3.8.3 Color: Black
 - 3.3.8.4 Finish: Plain black and high gloss leather

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3.3.8.5 Snap: Gold or Silver.

3.3.9 Gould and Goodrich Belt Keeper, MFG., Model B76 or Equal.

3.3.9.1 Must be constructed of leather

3.3.9.2 Must have ¾" Double Snaps

3.3.9.3 Color: Black

3.3.9.4 Finish: Plain black and high gloss leather

3.3.9.5 Snaps: Silver or Gold.

3.3.10 Strong Leather Clip On Badge Holder with Chain, Model 71227 or Equal

3.3.10.1 Must be constructed of leather

3.3.10.2 Must fit badge style listed in Item 3.5.16 see specifications for (Blackinton badge style #B1705-B or Equal)

3.3.10.3 Color: Black

3.3.11 Gould and Goodrich, Pancake Holster for Glock 21 SF, Style B802 or Equal

3.3.11.1 Must be constructed of leather

3.3.11.2 Must have two (2) belt slots for a 1 ¾" belt, right or left hand

3.3.11.3 Color: Black.

3.3.12 Don Hume Flashlight holster for duty belt, Model# D106-M-11 or Equal

3.3.12.1 Must be constructed of leather

3.3.12.2 Must fit 2 ¼" wide belts

3.3.12.3 Must have a constructed belt loop

3.3.12.4 Color: Black; and

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3.3.12.5 Finish: Plain black leather.

3.3.13 Boston Leather Sam Browne Shoulder Strap, Model# 6511or Equal

3.3.13.1 Must be constructed of full grain leather

3.3.13.2 Must be 1 ¼" wide

3.3.13.3 Must include two loops with D-rings

3.3.13.4 Color: Black

3.3.13.5 Finish: Plain black and high gloss leather.

3.4 Handcuffs & Restraints

3.4.1 Smith & Wesson Handcuffs, Model 100-1 or Equal

3.4.1.1 Must be constructed of nickel plated steel

3.4.1.2 Weight must be a minimum of ten (10) ounces

3.4.1.3 Must have a double lock with key

3.4.1.4 Breaking strength must be a minimum of 1200 lbs.

3.4.1.5 Must have a minimum of fifteen (15) locking positons

3.5 Miscellaneous

3.5.1 Tie Tacks, Silver and Gold or Equal. (ATTACHMENT-A)

3.5.1.1 Must be constructed of base metal

3.5.1.2 Measurements must be ¾" x .050 gauge

3.5.1.3 Face must have a black cloisonné enamel coating (See 2.16 for definition.)

3.5.1.4 Must have a ½" pin attachment with a clutch back with a bur to keep pin in place

3.5.1.5 Colors: Silver and Gold.

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3.5.2 Collar Insignia, Silver Plated (ATTACHMENT-B, B1, B2, B3)

3.5.2.1 Must be rhodium plated collar with block style letters reading WEST VIRGINIA and DNR POLICE;

3.5.2.2 Measurements must be 3/8" high x 1" long

3.5.2.3 Must have a clutch back

3.5.2.4 Colors: Silver and Gold.

3.5.3 Hat Insignia (ATTACHMENT-C, C1)

3.5.3.1 Must be constructed of plated rhodium with screw back and one (1) heavy duty clutch back

3.5.3.2 Colors: Silver and Gold.

3.5.4 Lapel Pins: (ATTACHMENT-D, D1)

3.5.4.1 Must have a double flag, West Virginia and United States

3.5.4.2 Must have 1/2" clutch back with stationary catch

3.5.4.3 Colors: Silver and Gold.

3.5.5 Rank Insignia, Lieutenant-Small Set (ATTACHMENT-E)

3.5.5.1 Shape: Bar

3.5.5.2 Must have two (2) per set

3.5.5.3 Measurements must be 1/4" wide x 3/4" long with stationary 1/2" clutch back

3.5.5.4 Colors: Silver and Gold.

3.5.6 Rank Insignia, Lieutenant-Large Set (ATTACHMENT-F)

3.5.6.1 Shape: Bar

3.5.6.2 Must have two (2) per set

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3.5.6.3 Measurements must be ¼" wide x 1" long with a stationary ½" clutch back

3.5.6.4 Colors: Silver and Gold.

3.5.7 Rank Insignia Colonel-Small Set (ATTACHMENT-G)

3.5.7.1 Shape: Eagle

3.5.7.2 Must have two (2) per set

3.5.7.3 Measurements must be 1" wide x ½" high with clutch back

3.5.7.4 Color: Silver.

3.5.8 Rank Insignia Colonel-Large Set (ATTACHMENT-H)

3.5.8.1 Shape: Eagle

3.5.8.2 Must have two (2) per set

3.5.8.3 Measurements must be 1 ½" wide x ¾" high with clutch back

3.5.8.4 Color: Silver.

3.5.9 Rank Insignia, Lt. Colonel-Small Set (ATTACHMENT-I)

3.5.9.1 Shape: Oak Leaf

3.5.9.2 Must have two (2) per set

3.5.9.3 Measurements must be 5/8" wide x ¾" high with clutch back

3.5.9.4 Color: Silver.

3.5.10 Rank Insignia, Lt. Colonel-Large Set (ATTACHMENT-J)

3.5.10.1 Shape: Oak Leaf

3.5.10.2 Must have two (2) per set

3.5.10.3 Measurements must be 1" wide x 1" high with clutch back

3.5.10.4 Color: Silver.

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3.5.11 Rank Insignia, Major-Small Set (ATTACHMENT-K)

3.5.11.1 Shape: Oak Leaf

3.5.11.2 Must have two (2) per set

3.5.11.3 5/8" Wide x 3/4" high with Clutch Back, small set

3.5.11.4 Color: Gold.

3.5.12 Rank Insignia, Major-Large Set (ATTACHMENT-L)

3.5.12.1 Shape: Oak Leaf

3.5.12.2 Must have two (2) per set;

3.5.12.3 Measurements must be 1" wide x 1" high with clutch back

3.5.12.4 Color: Gold.

3.5.13 Rank Insignia, Captain-Small Set (ATTACHMENT-M)

3.5.13.1 Shape: Two double-bars

3.5.13.2 Must have two (2) double bars per set

3.5.13.3 Double bars must be attached at top and bottom with small bar;

3.5.13.4 Measurements must be 3/4" wide x 3/4" high with clutch back

3.5.13.5 Colors: Silver and Gold.

3.5.14 Rank Insignia, Captain-Large Set (ATTACHMENT-N)

3.5.14.1 Shape: Two double-bars

3.5.14.2 Must have two (2) per set

3.5.14.3 Double bars must be attached at top and bottom with small bar

3.5.14.4 Measurements must be 1" wide x 1" high with clutch back

3.5.14.5 Colors: Silver and Gold.

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3.5.15 Strong Leather Company Duty Badge Case, Item #75500-350, or Equal

3.5.15.1 Must be book style

3.5.15.2 Must fit Badge B1705-B (Item 3.5.16)

3.5.15.3 Must fit 2 7/8" x 4" ID card

3.5.15.4 For active employees must have WVDNR logo shoulder patch screened on front in gold lettering (ATTACHMENT-O);

3.5.15.5 For retired officer, must print "RETIREED" under logo (ATTACHMENT-P)

3.5.15.6 Color: Black.

3.5.15.7 Finish: Plain black leather.

3.5.16 Blackinton Badge Style #B1705-B-RH, or Equal

Badges are to be provided for the following ranks

OFFICER

CORPORAL

SERGEANT

RETIREED

3.5.16.1 Must have black lettering as designated below (Attachment-Q);

3.5.16.2 Choice of wallet clip so it may be placed in an identification case or safety pin catch effect so it may be worn on a uniform shirt (NO STICK PIN WITH CLUTCH)

3.5.16.3 Measurements must be 1 5/8" wide x 2 1/2" long

3.5.16.4 Font: "BLOCK STYLE"

3.5.16.5 Color: Silver.

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OFFICER BADGE: (ATTACHMENT-Q)

3.5.16.6 Center of badge to include colored WV State Seal;

3.5.16.7 Top Panel: OFFICER

3.5.16.8 Top Circle: NATURAL RESOURCES

3.5.16.9 Center: Full color WV State Seal

3.5.16.10 Bottom Circle: POLICE

3.5.16.11 Bottom Panel: 1897.

CORPORAL BADGE: (ATTACHMENT-R)

3.5.16.12 Center of badge to include colored WV State Seal

3.5.16.13 Top Panel: CORPORAL

3.5.16.14 Top Circle: NATURAL RESOURCES

3.5.16.15 Center: Full color WV State Seal

3.5.16.16 Bottom Circle: POLICE

3.5.16.17 Bottom Panel: 1897.

SERGEANT BADGE: (ATTACHMENT-S)

3.5.16.18 Top Panel: SERGEANT

3.5.16.19 Top Circle: NATURAL RESOURCES

3.5.16.20 Center: Full color WV State Seal

3.5.16.21 Bottom Circle: POLICE

3.5.16.22 Bottom Panel: 1897.

RETIRED: (ATTACHMENT-T)

3.5.16.23 Top Panel: RETIRED

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- 3.5.16.24 Top Circle: NATURAL RESOURCES
 3.5.16.25 Center: Full color WV State Seal
 3.5.16.26 Bottom Circle: POLICE
 3.5.16.27 Bottom Panel: 1897.

3.5.17 Blackington Badge Style #B1705-B-KK or Equal.

Badges to be provided for the following ranks:

LIEUTENANT

CAPTAIN

MAJOR

LT. COLONEL

COLONEL

RETIRED

3.5.17.1 Black lettering as designated below

3.5.17.2 Choice of wallet clip so it may be placed in an identification case or safety pin catch effect so it may be worn on a uniform shirt (NO STICK PIN WITH CLUTCH)

3.5.17.3 Measurements must be 1 5/8" wide x 2 1/2" long

3.5.17.4 Font: "BLOCK STYLE"

3.5.17.5 Color: Gold.

LIEUTENANT BADGE: (ATTACHMENT-U)

- 3.5.17.6 Top Panel: LIEUTENANT
 3.5.17.7 Top Circle: NATURAL RESOURCES
 3.5.17.8 Center: Full color WV State Seal

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3.5.17.9 Bottom Circle: POLICE

3.5.17.10 Bottom Panel: 1897.

CAPTAIN BADGE: (ATTACHMENT-V)

3.5.17.11 Top Panel: CAPTAIN

3.5.17.12 Top Circle: NATURAL RESOURCES

3.5.17.13 Center: Full color WV State Seal

3.5.17.14 Bottom Circle: POLICE

3.5.17.15 Bottom Panel: 1897.

MAJOR BADGE: (ATTACHMENT-W)

3.5.17.16 Top Panel: MAJOR

3.5.17.17 Top Circle: NATURAL RESOURCES

3.5.17.18 Center: Full color WV State Seal

3.5.17.19 Bottom Circle: POLICE

3.5.17.20 Bottom Panel: 1897.

LT. COLONEL: (ATTACHMENT-X)

3.5.17.21 Top Panel: LT. COLONEL

3.5.17.22 Top Circle: NATURAL RESOURCES

3.5.17.23 Center: Full color WV State Seal

3.5.17.24 Bottom Circle: POLICE

3.5.17.25 Bottom Panel: 1897.

COLONEL: (ATTACHMENT-Y)

3.5.17.26 Top Panel: COLONEL

3.5.17.27 Top Circle: NATURAL RESOURCES

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3.5.17.28 Center: Full color WV State Seal
3.5.17.29 Bottom Circle: POLICE
3.5.17.30 Bottom Panel: 1897
3.5.17.31 Retired Badge: Silver.

RETIRED: (Attachment-Z)

3.5.17.32 Top Panel: RETIRED
3.5.17.33 Top Circle: NATURAL RESOURCES
3.5.17.34 Center: Full color WV State Seal
3.5.17.35 Bottom Circle: POLICE
3.5.17.36 Bottom Panel: 1897.

3.6 Citation Holder

3.6.1 Galls CP007-SIL Citation Holder or Equal

- 3.6.1.1** Must be constructed of aluminum
- 3.6.1.2** Must fit citations up to 6 ¼" x 11"
- 3.6.1.3** Must have a storage compartment in bottom
- 3.6.1.4** Must have a writing plate that serves as both a protector cover and backing plate when writing
- 3.6.1.5** Must have a full length type-piano hinge with nickel plated steel rivets, springs and clips

3.7 Tactical Equipment

3.7.1 Streamlight Stinger DS LED Rechargeable HL flashlight, model #75457 or Equal.

- 3.7.1.1** Must be constructed of machined aircraft aluminum
- 3.7.1.2** Must have unbreakable polycarbonate lens with scratch-resistant coating

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- 3.7.1.3 Must have a minimum illumination output: of 640 lumens (high), 340 lumens (medium), 170 lumens (low)
- 3.7.1.4 Must have a non-slip rubberized grip
- 3.7.1.5 Must be a minimum of 8" up to a maximum of 9" in length
- 3.7.1.6 Must have a 120v AC fast charge cradle with cord
- 3.7.1.7 Must have a 12v DC fast charge cradle with cord
- 3.7.1.8 Must include 3-cell, 3.6 Volt Ni-MH sub-C battery

3.8 Less Lethal

3.8.1 Fox Labs International Aerosol Defense Spray, Model # 22-TrigM or Equal

- 3.8.1.1 Must be a minimum of 2 oz.
- 3.8.1.2 Must be a 5.3 2% Oleoresin Capsicum (OC) Formula
- 3.8.1.3 Must be rated at 5.3 million Scoville
- 3.8.1.4 Must have a trigger
- 3.8.1.5 Must be non-flammable.

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

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

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resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

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

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

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

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied. Items listed are estimates only and will be used for bid evaluation purposes only. Actual quantities may be more or less.

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

Guy.L.Nisbet@wv.gov

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

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Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their pricing information and include it as an attachment to their online response.

If submitting an "or Equal" per the Vendor's submitted Exhibit "A" Pricing Page, Vendor needs to identify Brand and Model Number of or Equal Product being submitted as Vendor's bid.

Vendor may upon request, be required to provide samples of submitted or Equals product. Samples will be sent to the following address unless otherwise notified by the WV Purchasing Division. All samples must be Brand and Model noted, and color specified for comparison to agency required specifications.

West Virginia Purchasing Division
Attn: Guy Nisbet
2019 Washington Street, East
Charleston, WV. 25305

Samples of the clothing listed on the CRFQ should be submitted after the bid opening and upon notification by the WV Purchasing Division. Vendors must submit samples of all items listed when requested by the WV Purchasing Division.

Vendor must deliver samples within 5 business days and will be responsible for all shipping and return costs.

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5. Catalog:

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

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

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

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

6. ORDERING AND PAYMENT:

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

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

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

7. DELIVERY AND RETURN:

- 7.1 Delivery Time and Place:** Vendor shall deliver standard orders within thirty (30) calendar days after orders are received. Vendor shall deliver emergency orders within fifteen (15) calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency at:

West Virginia Division of Natural Resources
Law Enforcement
324 4th Avenue
South Charleston, WV 25303-1228

- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.4 Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDOR DEFAULT:

- 8.1** The following shall be considered a vendor default under this Contract.
- 8.2** Failure to provide Eligible Items in accordance with the requirements contained herein.
- 8.3** Failure to comply with other specifications and requirements contained herein.
- 8.4** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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- 8.5 Failure to remedy deficient performance upon request.
- 8.6 The following remedies shall be available to Agency upon default.
- 8.7 Immediate cancellation of the Contract.
- 8.8 Immediate cancellation of one or more release orders issued under this Contract.
- 8.9 Any other remedies available in law or equity.

9. MISCELLANEOUS:

- 9.1 **No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
 - 9.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
 - 9.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
 - 9.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.
-

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Contract Manager: dan williams

Telephone Number: 800-976-4242 x 2170

Fax Number: 977-914-2557

Email Address: williams-dan@galls.com

Attachment-A

Tie Tacks Silver and or Gold



Attachment-B

Collar Insignia (Silver Plated)



Attachment-B1

Collar Insignia (Silver Plated)



Attachment-B2

Collar Insignia (Silver Plated)



Attachment-B3

Collar Insignia (Silver Plated)



Attachment C

Hat Insignia



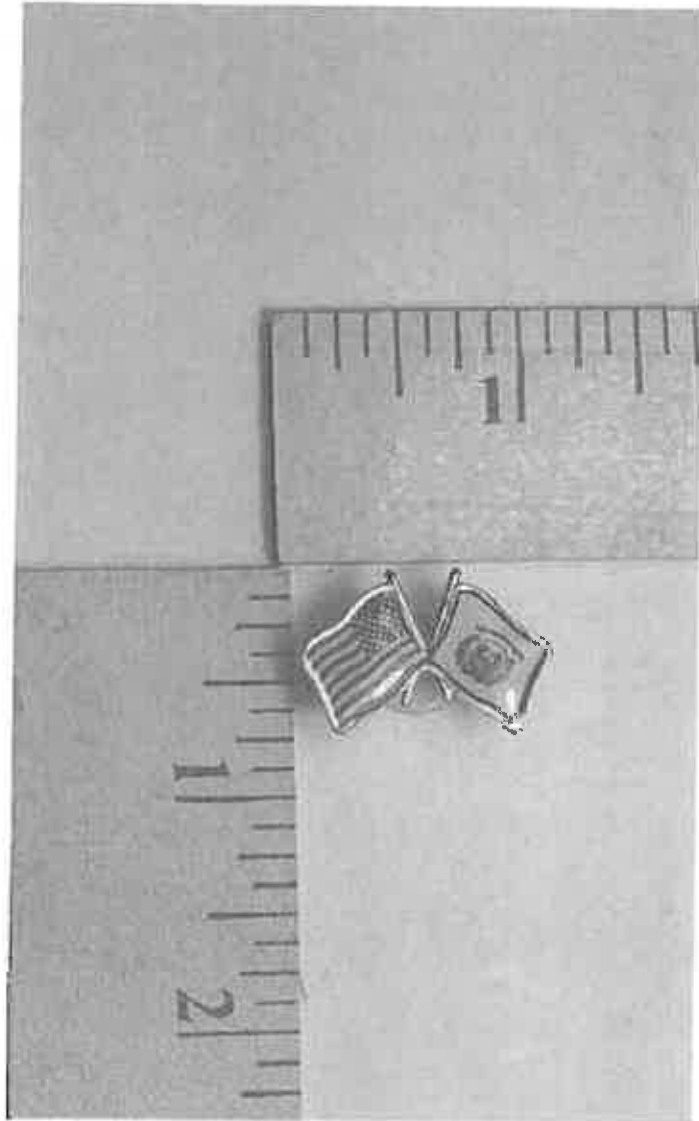
Attachment-C1

Hat Insignia



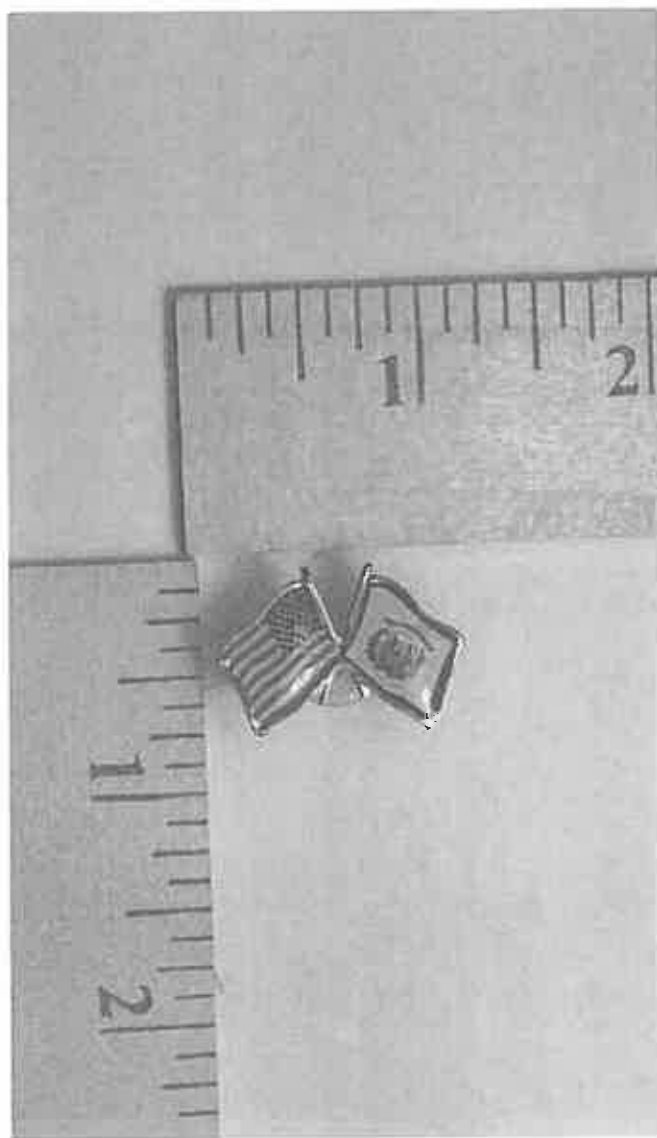
Attachment-D

Lapel Pins



Attachment-D1

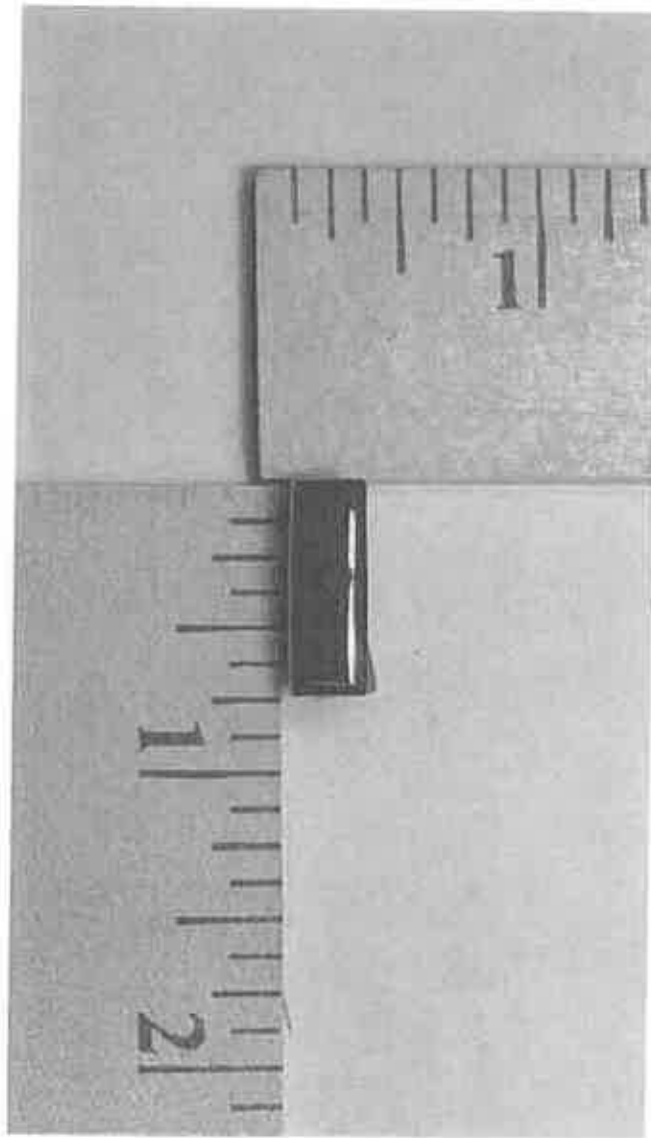
Lapel Pins



Attachment-E

Rank Insignia – Lieutenant

Small Set

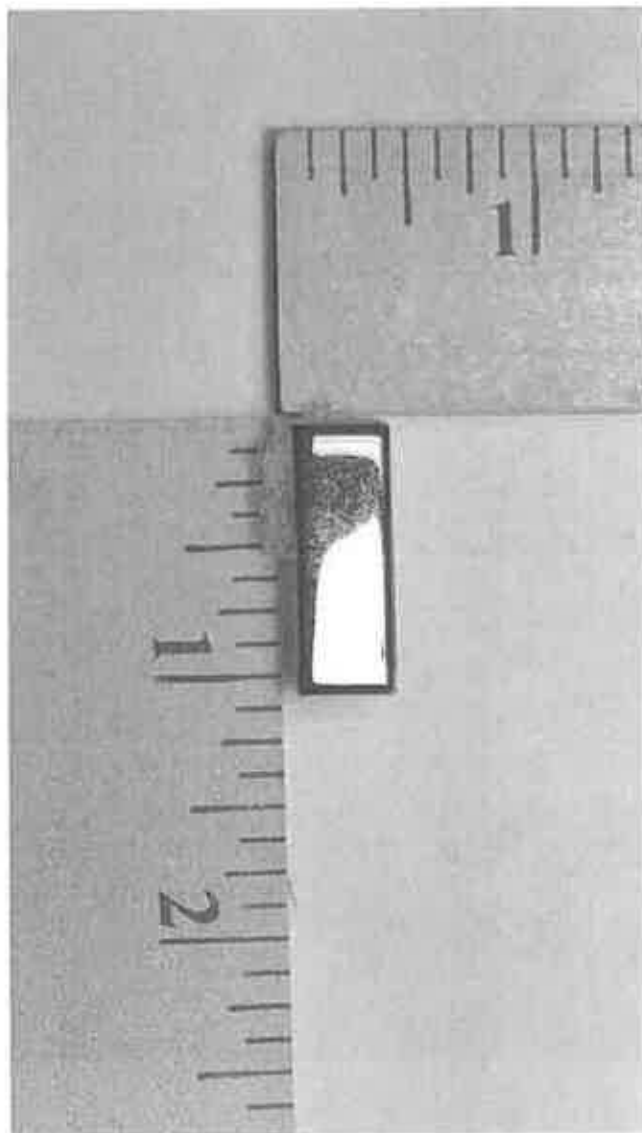


000059

Attachment-F

Rank Insignia-Lieutenant

Large Set



Attachment-G

Rank Insignia- Colonel

Small Set



Attachment-H

Rank Insignia – Colonel

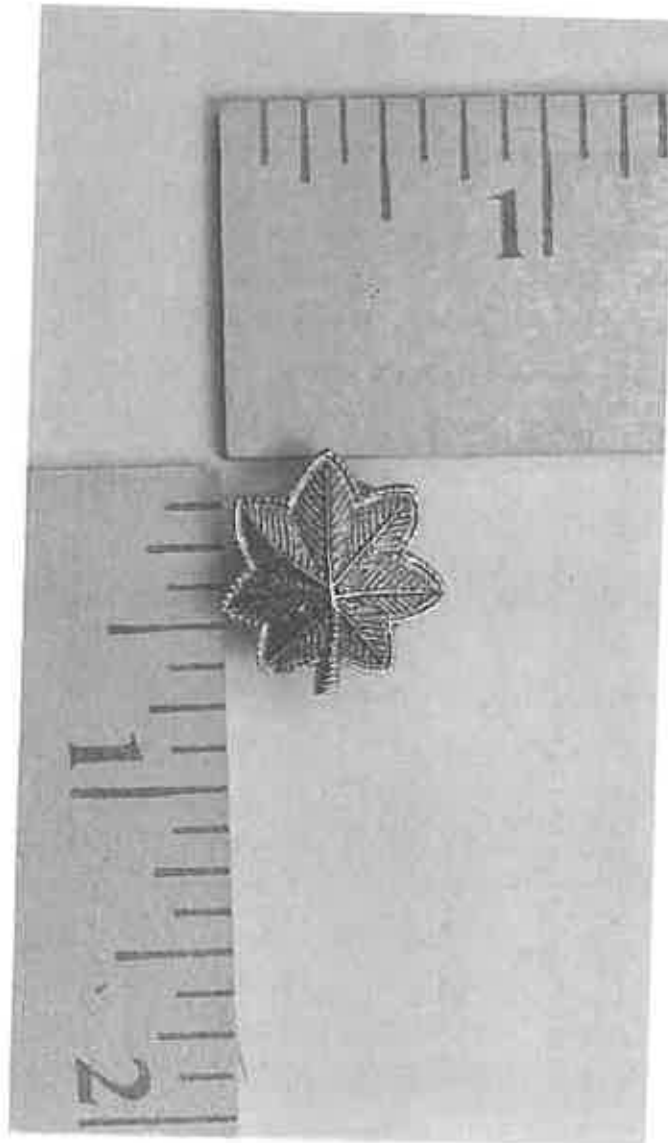
Large Set



Attachment-I

Rank Insignia -Lt. Colonel

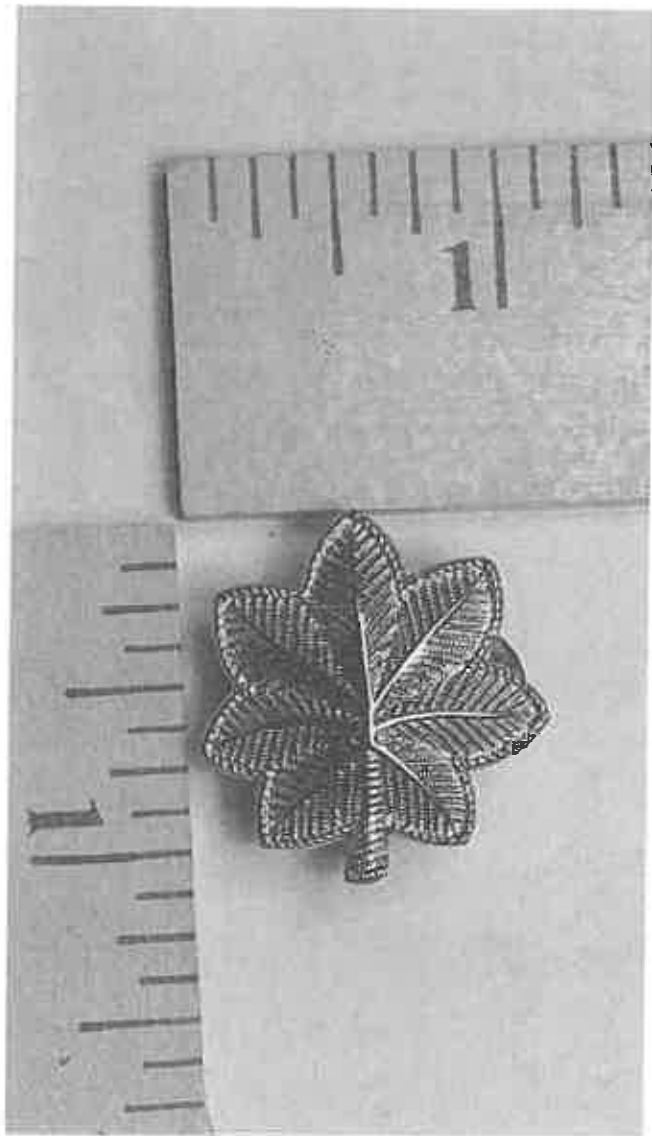
Small Set



Attachment-J

Rank Insignia -Lt. Colonel

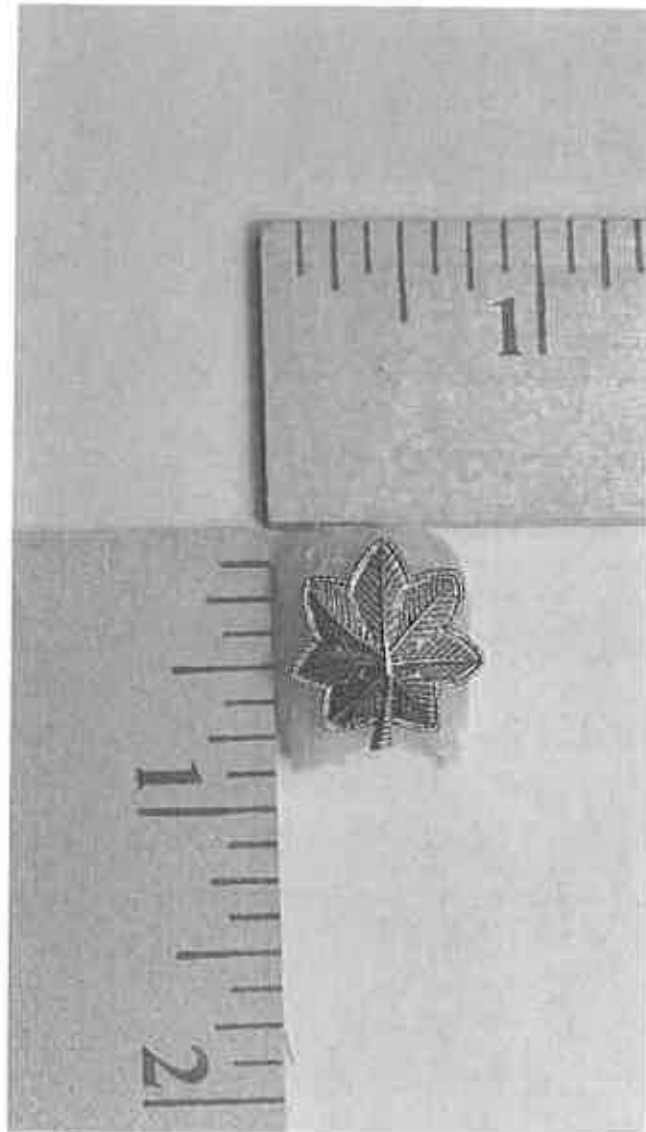
Large Set



Attachment-K

Rank Insignia-Major

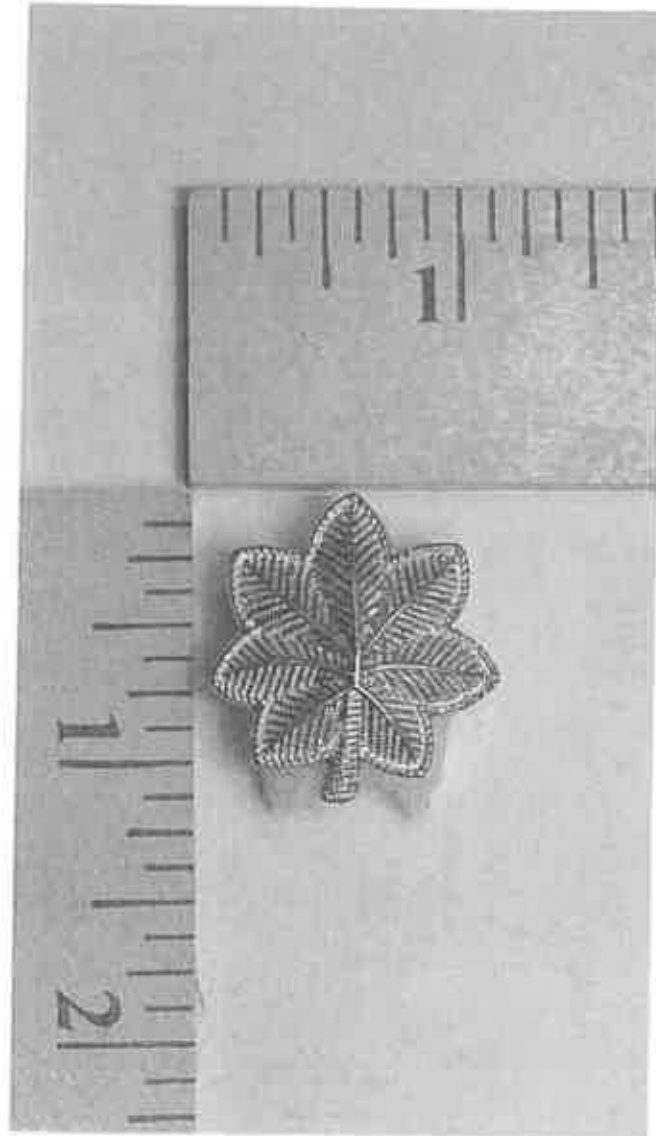
Small Set



Attachment-L

Rank Insignia- Major

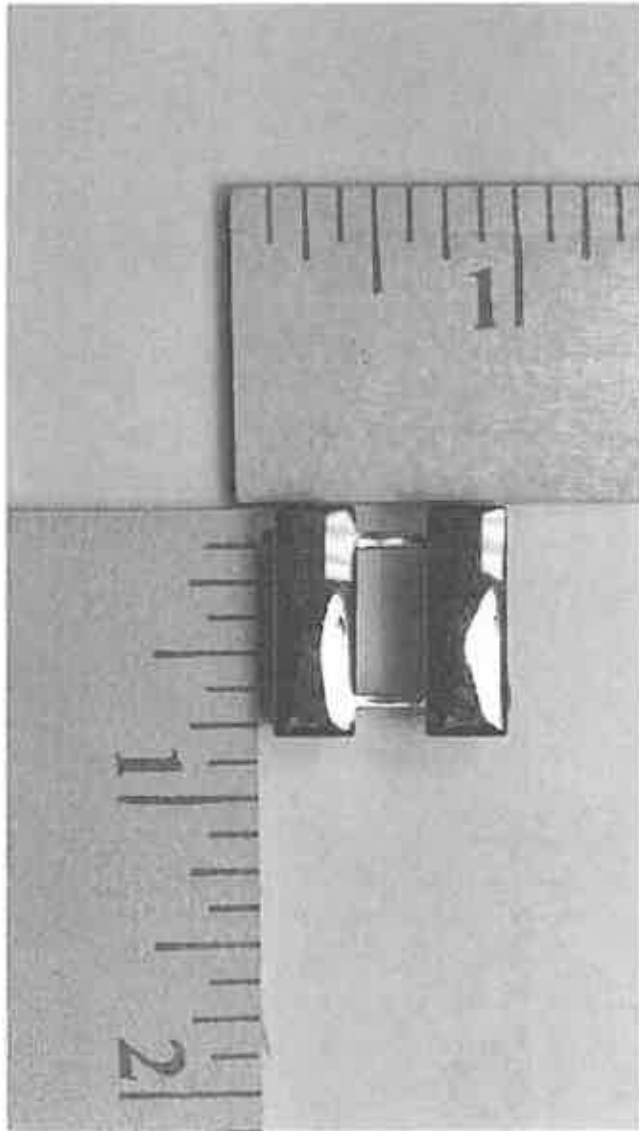
Large Set



Attachment-M

Rank Insignia-Captain

Small Set

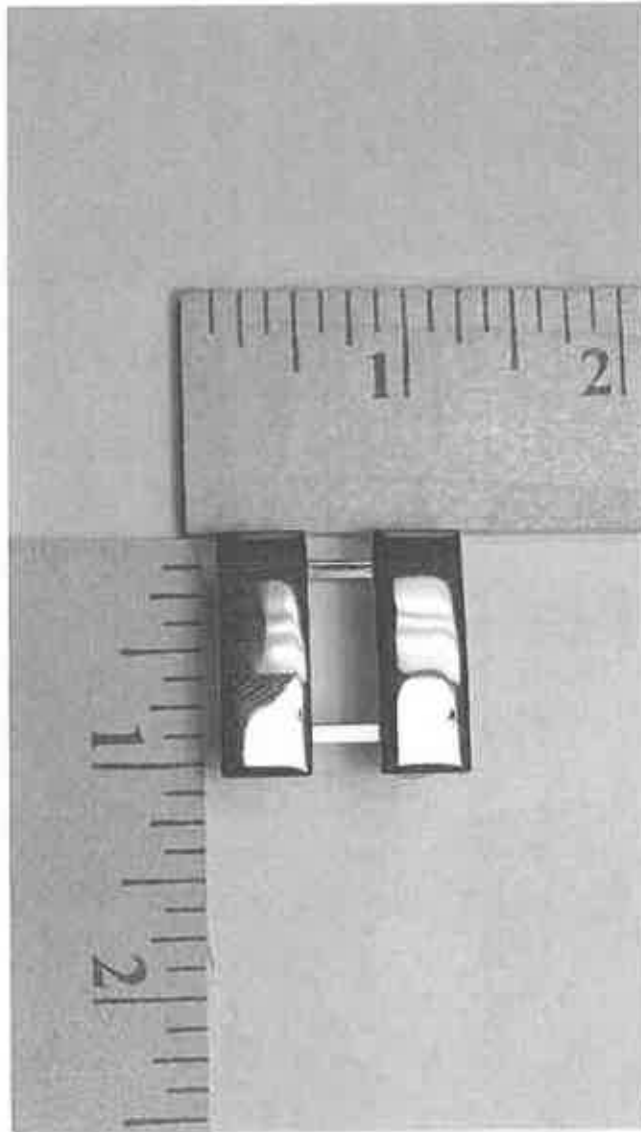


000067

Attachment-N

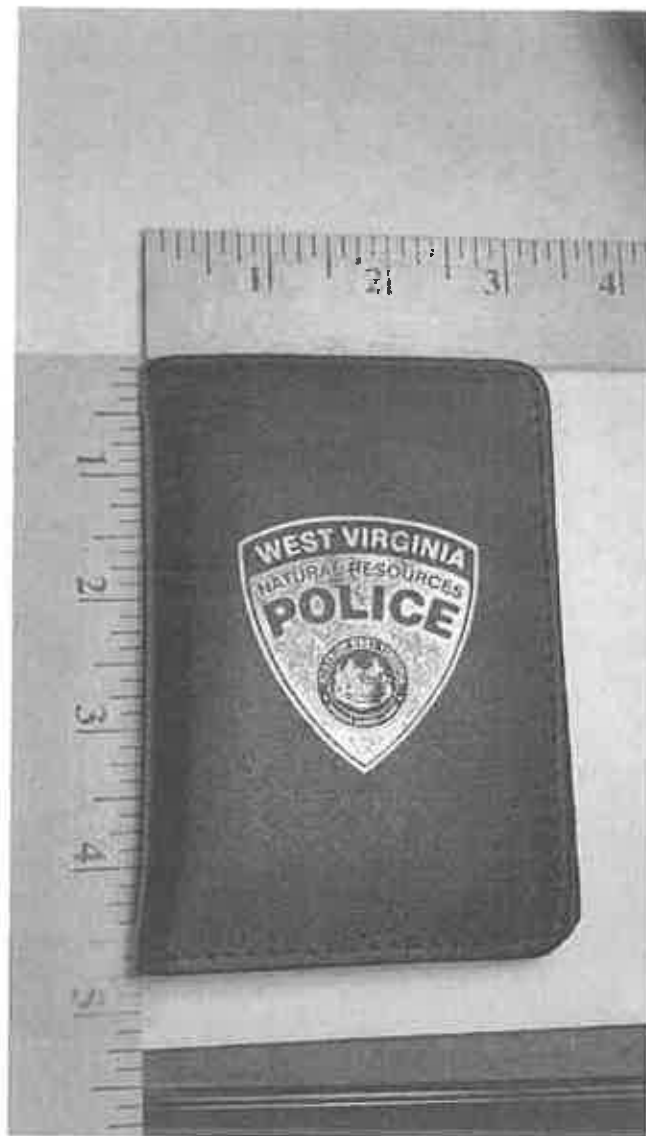
Rank Insignia-Captain

Large Set



Attachment-O

Duty Badge Case



Attachment-P

Duty Badge Case (Retired)



Attachment-Q

Officer Badge



Attachment-R

Officer Badge - Corporal



Attachment-S

Sergeant Badge



Attachment-T

Retired Badge



Attachment-U

Lieutenant Badge



Attachment-V

Captain Badge



Attachment-W

Major Badge



Attachment-X

Lt. Colonel Badge



Attachment-Y

Colonel Badge



Attachment-Z

Retired Badge



Exhibit "A" Pricing Page
for
DNR Law Enforcement Uniform Accessories

Pricing page Eligible Item Description - All references to brand names are for illustration purposes only and vendors may be the brand listed or an equal product.				Discounted Unit Price Calculation					Bid Total Calculation			
Item No.	Manufacturer Product No.	Description	Category	Catalog Price	Units Provided for Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Annual Estimated Unit Qty	Discounted Unit Price	Extended Item Total Cost
3.1	Apparel & Uniform											
3.11	Rain Coat,Blauer 233 R or Equal	Reversible Raincoat	Apparel & Uniform ID									
	Sizes:	Neese	Model Bid 5010R/H-3M									
	Small							Each	1	87.50	87.50	
	Medium							Each	3	87.50	262.50	
	Large							Each	3	87.50	262.50	
	X-Large							Each	3	87.50	262.50	
	2XL							Each	1	87.50	87.50	
	3XL							Each	1	87.50	87.50	
4XL							Each	1	87.50	87.50		
3.12	Standard Embroidered Namestrips	Standard Embroidered Namestrips	Apparel & Uniform ID						Each	40	2.50	100.00
3.13	Engraved Nameplates	Engraved Nameplates	Apparel & Uniform ID									
	Colors:											
	Silver								Each	10	7.90	79.00
	Gold						Each	5	7.90	39.50		
3.14	Damascus Sub Zero Gloves or Equal	Winter Duty Gloves	Apparel & Uniform - ID									
	Sizes:	Damascus	Model Bid DZ-9									
	Small							Each	1	25.76	25.76	
	Medium							Each	5	25.76	128.80	
	Large							Each	5	25.76	128.80	
X-Large							Each	5	25.76	128.80		
3.2	Footwear											

Exhibit "A" Pricing Page
for
DNR Law Enforcement Uniform Accessories

3.2.1	Bates GX8 Gore-Tex, Style# E02268 or Equal	Waterproof Boot	Footwear										
	Sizes:												
	6	Bates	E02268					Each	1	108.72	108.72		
	6.5									Each	1	108.72	108.72
	7									Each	1	108.72	108.72
	7.5									Each	1	108.72	108.72
	8									Each	1	108.72	108.72
	8.5									Each	1	108.72	108.72
	9									Each	1	108.72	108.72
	9.5									Each	1	108.72	108.72
	10									Each	3	108.72	326.16
	10.5									Each	3	108.72	326.16
	11									Each	3	108.72	326.16
	11.5									Each	3	108.72	326.16
	12									Each	3	108.72	326.16
	12.5									Each	2	108.72	217.44
	13									Each	1	108.72	108.72
	13.5							Each	1	108.72	108.72		
	14							Each	1	108.72	108.72		
3.2.2	Bates Lites Buckle, Style# E00083 or Equal	Chukka Boots	Footwear										
	6	Bates	E00083					Each	1	123.72	123.72		
	6.5									Each	1	123.72	123.72
	7									Each	1	123.72	123.72
	7.5									Each	1	123.72	123.72
	8									Each	1	123.72	123.72
	8.5									Each	1	123.72	123.72
	9									Each	1	123.72	123.72
	9.5									Each	2	123.72	247.44
	10									Each	3	123.72	371.16
	10.5									Each	3	123.72	371.16
	11									Each	3	123.72	371.16
	11.5									Each	3	123.72	371.16
	12									Each	1	123.72	123.72
	12.5									Each	1	123.72	123.72

000083

Exhibit "A" Pricing Page
for
DNR Law Enforcement Uniform Accessories

	13						Each	1	123.72	123.72
	13.5						Each	1	123.72	123.72
	14						Each	1	123.72	123.72
3.2.3	Bates Chukka, style# E00053 or Equal	Chukka Boots, High Gloss	Footwear							
	6	Brand Bid	Model Bid				Each	1	108.72	108.72
	6.5						Each	1	108.72	108.72
	7						Each	1	108.72	108.72
	7.5						Each	1	108.72	108.72
	8	Bates	E00053				Each	1	108.72	108.72
	8.5						Each	1	108.72	108.72
	9						Each	1	108.72	108.72
	9.5						Each	3	108.72	326.16
	10						Each	3	108.72	326.16
	10.5						Each	3	108.72	326.16
	11						Each	3	108.72	326.16
	11.5						Each	1	108.72	108.72
	12						Each	1	108.72	108.72
	12.5						Each	1	108.72	108.72
	13						Each	1	108.72	108.72
	13.5						Each	1	108.72	108.72
	14						Each	1	108.72	108.72
3.2.4	Bates Shoes, style# E00769 or Equal	Oxford Shoes, Black Leather	Footwear							
	Sizes:	Brand Bid	Model Bid							
	6						Each	1	97.40	97.40
	6.5						Each	1	97.40	97.40
	7						Each	1	97.40	97.40
	7.5	Bates	E00769				Each	1	97.40	97.40
	8						Each	1	97.40	97.40
	8.5						Each	1	97.40	97.40
	9						Each	1	97.40	97.40
	9.5						Each	3	97.40	292.20
	10						Each	3	97.40	292.20
	10.5						Each	3	97.40	292.20
	11						Each	1	97.40	97.40
	11.5						Each	1	97.40	97.40

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	12						Each	1	97.40	97.40
	12.5						Each	1	97.40	97.40
	13						Each	1	97.40	97.40
	13.5						Each	1	97.40	97.40
	14						Each	1	97.40	97.40
3.2.5	Bates Shoes, style# E03204 or Equal	Athletic Patrol Shoes	Footwear							
	Sizes:									
	6	Brand Bid	Model Bid				Each	1	89.97	89.97
	6.5						Each	1	89.97	89.97
	7						Each	1	89.97	89.97
	7.5						Each	1	89.97	89.97
	8						Each	1	89.97	89.97
	8.5						Each	1	89.97	89.97
	9						Each	1	89.97	89.97
	9.5						Each	3	89.97	269.91
	10						Each	3	89.97	269.91
	10.5						Each	3	89.97	269.91
	11						Each	1	89.97	89.97
	11.5						Each	1	89.97	89.97
	12						Each	1	89.97	89.97
	12.5						Each	1	89.97	89.97
	13						Each	1	89.97	89.97
	13.5						Each	1	89.97	89.97
	14						Each	1	89.97	89.97
3.2.6	Danner Boots, style# 22600 or Equal	Winter Boots	Footwear							
	Sizes:									
	6	Brand Bid	Model Bid				Each	1	269.97	269.97
	6.5						Each	1	269.97	269.97
	7						Each	1	269.97	269.97
	7.5						Each	1	269.97	269.97
	8						Each	1	269.97	269.97
	8.5						Each	1	269.97	269.97
	9						Each	1	269.97	269.97
	9.5						Each	3	269.97	809.91
	10						Each	3	269.97	809.91

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	10.5							Each	3	269.97	809.91
	11							Each	1	269.97	269.97
	11.5							Each	1	269.97	269.97
	12							Each	1	269.97	269.97
	12.5							Each	1	269.97	269.97
	13							Each	1	269.97	269.97
	13.5							Each	1	269.97	269.97
	14							Each	1	269.97	269.97
3.3	Duty Gear										
3.3.1	Boston Duty Belt, style# 6504 or Equal	Duty Belt - Plain Black	Duty Gear								
	Sizes:										
	26	Brand Bid	Model Bid					Each	1	58.97	58.97
	28							Each	1	58.97	58.97
	30							Each	1	58.97	58.97
	32	Boston Leather	6504					Each	1	58.97	58.97
	34							Each	1	58.97	58.97
	36							Each	1	58.97	58.97
	38							Each	1	58.97	58.97
	40							Each	1	58.97	58.97
	42							Each	1	58.97	58.97
	44							Each	1	58.97	58.97
	46							Each	1	58.97	58.97
	48							Each	1	58.97	58.97
	50							Each	1	58.97	58.97
	52							Each	1	58.97	58.97
	54							Each	1	58.97	58.97
	56							Each	1	58.97	58.97
	58							Each	1	58.97	58.97
	60							Each	1	58.97	58.97
3.3.2	Boston Duty Belt, style# 6504 or Equal	Duty Belt - High Gloss	Duty Gear								
	Sizes:										
	26	Brand Bid	Model Bid					Each	1	58.97	58.97
	28							Each	1	58.97	58.97
	30	Boston Leather	6504					Each	1	58.97	58.97
	32							Each	1	58.97	58.97

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	34						Each	1	58.97	58.97
	36						Each	1	58.97	58.97
	38						Each	1	58.97	58.97
	40						Each	1	58.97	58.97
	42						Each	1	58.97	58.97
	44						Each	1	58.97	58.97
	46						Each	1	58.97	58.97
	48						Each	1	58.97	58.97
	50						Each	1	58.97	58.97
	52						Each	1	58.97	58.97
	54						Each	1	58.97	58.97
	56						Each	1	58.97	58.97
	58						Each	1	58.97	58.97
	60						Each	1	58.97	58.97
3.3.3	Boston waist belt, style# 6582 or Equal Sizes:	Waist/Trouser Belt Plain Black	Duty Gear							
	26	Brand Bid	Model Bid				Each	1	18.00	18.00
	28	Boston Leather	6582				Each	1	18.00	18.00
	30						Each	1	18.00	18.00
	32						Each	1	18.00	18.00
	34						Each	1	18.00	18.00
	36						Each	1	18.00	18.00
	38						Each	1	18.00	18.00
	40						Each	1	18.00	18.00
	42						Each	1	18.00	18.00
	44						Each	1	18.00	18.00
	46						Each	1	18.00	18.00
	48						Each	1	18.00	18.00
	50						Each	1	18.00	18.00
	52						Each	1	18.00	18.00
	54						Each	1	18.00	18.00
	56						Each	1	18.00	18.00
	58				Each	1	18.00	18.00		
	60				Each	1	18.00	18.00		
3.3.4	Boston waist belt, style# 6582 or Equal	Waist/Trouser Belt High Gloss	Duty Gear							

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Sizes:		Brand Bid	Model Bid					Each			
28		Boston Leather	4582					Each	1	18.00	18.00
30								Each	1	18.00	18.00
32								Each	1	18.00	18.00
34								Each	1	18.00	18.00
36								Each	1	18.00	18.00
38								Each	1	18.00	18.00
40								Each	1	18.00	18.00
42								Each	1	18.00	18.00
44								Each	1	18.00	18.00
46								Each	1	18.00	18.00
48								Each	1	18.00	18.00
50								Each	1	18.00	18.00
52								Each	1	18.00	18.00
54								Each	1	18.00	18.00
56								Each	1	18.00	18.00
58								Each	1	18.00	18.00
60						Each	1	18.00	18.00		
3.3.5	Safariland Holster, style# 6280-383 or Equal	Holster, right or left hand	Duty Gear								
	Colors:										
	Plain Black	Brand Bid	Model Bid					Each	5	78.00	390.00
	High Gloss	Safariland	6280					Each	1	78.00	78.00
3.3.6	Boston Leather Handcuff Case, Style #5510 or Equal	Handcuff case	Duty Gear								
	Colors:										
	Plain Black	Brand Bid	Model Bid					Each	1	13.50	13.50
	High Gloss	Boston Leather	5510					Each	1	13.50	13.50
3.3.7	Boston Leather Double Magazine Holder Style #5602-1 or Equal	Double Magazine Holder	Duty Gear								
	Colors:										
	Plain Black	Brand Bid	Model Bid					Each	1	20.50	20.50
	High Gloss	Boston Leather	5602					Each	1	20.50	20.50

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3.3.8	Zarc International Chemical Spray Holder Model PSH-1303 LO with K135 cup or Equal	Aerosol Defense Spray leather holder	Duty Gear										
	Colors:												
	Plain Black	Brand Bid	Model Bid							1	18.72	18.72	
	High Gloss	G+G	B031							1	18.72	18.72	
3.3.9	Gould & Goodrich Belt Keeper, Model B76 or Equal	Leather Belt Keepers	Duty Gear										
	Colors:												
	Plain Black	Brand Bid	Model Bid						Each	1	10.90	10.90	
	High Gloss	G+G	B76						Each	1	10.90	10.90	
3.3.10	Strong Leather Co. Badge Holder w/chain, Style# 75500-350 Or Equal	Clip on badge holder w/chain	Duty Gear						Each	20	5.75	115.00	
		Brand Bid	Model Bid										
		Strong Leather	71217										
3.3.11	Gould & Goodrich Pancake Holster, style# B802 or Equal	Leather pancake holster	Duty Gear						Each	1	51.00	51.00	
		Brand Bid	Model Bid										
		G+G	B802										
3.3.12	Don Hume Flashlight Holder, Model# D106-M-11 or Equal	Leather Flashlight Holder	Duty Gear						Each	1	14.00	14.00	
		Brand Bid	Model Bid										
		Bianchi	22096										

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3.3.13	Boston Leather Sam Browne Should Strap or Equal	Shoulder Strap	Duty Gear								
	Colors:										
	Plain Black	Brand Bid <i>Boston Leather</i>	Model Bid <i>6511</i>					Each	9	43.00	387.00
	High Gloss		Model Bid <i>6511</i>					Each	1	43.00	43.00
3.4	Handcuffs & Restraints										
3.4.1	Smith & Wesson Handcuffs, Model # 100-1 or Equal	Metal Handcuffs	Handcuffs					Each	1	20.40	20.40
		Brand Bid <i>Smith + Wesson</i>	Model Bid <i>350103</i>								
3.5	Miscellaneous										
3.5.1	Tie Tacks	Tie Tacks	Miscellaneous								
	Colors:										
	Silver	<i>Custom</i>	<i>Smith + Warren</i>					Each	1	9.00	9.00
	Gold	<i>Custom</i>	<i>"</i>					Each	1	9.00	9.00
3.5.2	Collar Insignia	Collar Insignia: <i>WV & DNR POLICE</i>	Miscellaneous								
	Colors:										
	Silver	<i>Custom</i>	<i>Smith + Warren</i>					Each	50	12.00	600.00
	Gold	<i>Custom</i>	<i>"</i>					Each	50	12.00	600.00
3.5.3	Hat Insignia	Hat Insignia, silver	Miscellaneous								
	Colors:										
	Silver	<i>Custom</i>	<i>Smith + Warren</i>					Each	10	48.00	480.00
	Gold	<i>Custom</i>	<i>"</i>					Each	10	48.00	480.00
3.5.4	Lapel Pin	Lapel Pin, Flags	Miscellaneous								
	Colors:										

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	Silver							Each	50	7.00	350.00
	Gold							Each	50	7.00	350.00
3.5.5	Rank Insignia	Rank Insignia, Small Silver 'Lieutenant'	Miscellaneous								
	Colors:										
	Silver	BLACKINTD						Each	1	4.90	4.90
	Gold							Each	1	4.90	4.90
3.5.6	Rank Insignia	Rank Insignia, Large Silver 'Lieutenant'	Miscellaneous								
	Colors:										
	Silver	BLACKINTD						Each	1	4.90	4.90
	Gold							Each	1	4.90	4.90
3.5.7	Rank Insignia	Rank Insignia, Small Silver 'Colonel'	Miscellaneous					Each	1	6.00	6.00
3.5.8	Rank Insignia	Rank Insignia, Large Silver 'Colonel'	Miscellaneous					Each	1	6.70	6.70
3.5.9	Rank Insignia	Rank Insignia, Small Silver 'Lt. Colonel'	Miscellaneous					Each	1	4.70	4.70
3.5.10	Rank Insignia	Rank Insignia, Large Silver Lt. Col	Miscellaneous					Each	1	6.70	6.70
3.5.11	Rank Insignia	Rank Insignia, Small Gold 'Major'	Miscellaneous					Each	1	6.70	6.70
3.5.12	Rank Insignia	Rank Insignia, Large Gold 'Major'	Miscellaneous					Each	1	6.70	6.70
3.5.13	Rank Insignia	Rank Insignia, Small 'Captain'	Miscellaneous								
	Colors:										
	Silver	BLACKINTD						Each	1	4.90	4.90
	Gold	BLACKINTD						Each	1	4.90	4.90

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3.5.14	Rank Insignia	Rank Insignia, Large 'Captain'	Miscellaneous										
	Colors:												
	Silver	Blackinton							Each	1	4.90	4.90	
	Gold	Blackinton							Each	1	4.90	4.90	
3.5.15	Strong Leather Co. Badge Case, Style# 75500-350 or Equal	Duty Badge Case	Miscellaneous						Each	25	15.00	375.00	
		Brand Bid	Model Bid										
		Strong Leather	75500										
3.5.16	Blackinton Badge, style# B1705-RH or Equal	Duty Badge, Silver	Miscellaneous						Each	1	49.50	49.50	
		Brand Bid	Model Bid										
		Smith Warren	0768-RH										
3.5.17	Blackinton Badge, style# B1705-KK or Equal	Duty Badge, Gold	Miscellaneous						Each	35	92.00	3,220.00	
		Brand Bid	Model Bid										
		Smith + Warren	0768-CD										
3.6 - 3.7	Tactical Equipment												
3.6.1	Galls CP007-SIL or Equal Citation Holder	Aluminum citation holder	Tactical Equipment						Each	5	22.00	110.00	
		Brand Bid	Model Bid										
		Galls	CP007										
3.7.1	Stinger Streamlight, Model# 75457 or Equal	LED Rechargeable Flashlight	Tactical Equipment						Each	1	172.00	172.00	

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		Brand Bid	Model Bid										
3.8	Less Lethal												
3.8.1	Fox Labs International, Model# 22-TrigM or Equal	Aerosol Defense Spray	Less Lethal						Each	1	13.26	13.26	
		Brand Bid	Model Bid										
		Fox Labs	22										

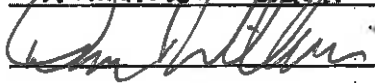
Total Bid Amount: \$32,140.88

Failure to use this form may result in disqualification
* Estimated quantities are for bidding purposes only. More or less may be utilized by the Agency.

List of Discount Percentages:

	Category	DISCOUNT PERCENTAGE
3.1	Apparel & Uniform ID	0
3.2	Footwear	
3.3	Duty Gear	
3.4	Handcuff/Restraints	
3.5	Miscellaneous	
3.6	Tactical Equipment	
3.7	Less Lethal	

Bidder/Vendor Information:

Name: Galls, LLC
 Address: 1370 Russell Cave Road
Lexington KY 40505
 Phone No: 800-0710-4242 x 2170
 Fax No: 877-914-2957
 Email Address: williams7_dax@galls.com
 Authorized Signature: 

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**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

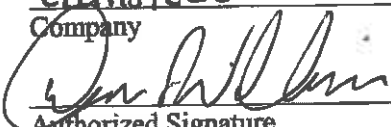
Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

GAILS, LLC
Company

Authorized Signature

3/1/14
Date

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Cratt, LLC
(Company)


(Authorized Signature) (Representative Name, Title)

800-870-4242 x 2170 / 877-914-2557 / 3/1/10
(Phone Number) (Fax Number) (Date)



GQ1.0 B2B System Overview

System Capabilities

- *Secure Online Ordering System*
 - Site is only accessible by users defined and approved by customer through unique user names and password assignment
- *Mobile Device Compatibility*
 - Site has a custom mobile experience for ease of on-the-go ordering
 - Compatible with all smart phones
 - Can be accessed from any location
- *Configurable based on Customer Uniform Program Requirements*
 - Designed to support a broad range of customer uniform program requirements
 - A uniform program profile is established with each customer to be serviced through the GQ B2B system. This profile defines the operating parameters in which the system will govern the program, to include: employee management, allotment management, product offering, delivery requirements, and invoicing.
- *Employee Management*
 - GQ B2B provides an employee based management and tracking segment.
 - Employee information, required to properly process order and provide management reports, is warehoused in our systems data storage. This information includes: employee code, name, address (if appropriate to the program requirement), anniversary date, department, rank, assigned location, designation, and employee group.
 - Historical & distribution data is also maintained for each employee. This data is the basis for management reports, and is collected as orders are placed and distributed. Historical data includes items distributed (to the size level), along with quantities and order/shipment dates.
- *Product Offering Management*
 - Product offerings for the uniform program are defined, and are assigned to the respective employee groups when a uniform program is established on the system.
 - Employee Groups, or shop-by locations, typically represents a job function or physical location. Such as if a uniform program was for a police department, there may be Shop-By Location for "Patrol", "Swat", "K-9", etc. with each group having a specific uniform products assigned to them. During order placement, only products associated with the Shop-By Location the employee is assigned to are available for order. This ensures that the employee can only order those products required for his/her job function.
 - GQ B2B supports alterations, such as trouser hemming, application of badges, etc. These elements are defined based on the requirements of the uniform program, and may be limited to specific styles and employee groups.

- *Optional “Shop Full Catalog” Feature for Galls B2C Site*
 - Feature allows the customer to add the entire Galls.com product offering to their website at a negotiated percent discount off retail.
 - Reduces the need to call for quotes on items that are needed right away
 - Keep in mind that customized VAS options are not available on these items
- *Optional “Package Ordering” Feature*
 - Feature allows the user to create “Packages” of items that are frequently ordered at the same time (ex. “New Hire Package,” “New Vehicle Package”)
 - “Package” orders are bundled and shipped together by user
 - This feature reduces the number of clicks per order and reduces errors during order entry by ensuring that all needed items are ordered before processing
- *Optional Allotment Management*
 - The system provides employee allotment management based on dollars OR units.
 - If permitted by the uniform program profile, employees may purchase uniforms in excess of their allotment amount via credit card.
 - Allotments may be renewed on the employee’s anniversary date, the calendar year (each January 1), or a specific date.
 - Unused allotments may be rolled over to the new allotment year in its entirety, or a portion of the unused allotment may be rolled over, or no rollover based on the Uniform Program Profile.
 - If Allotment Management is required for the uniform program, the employee’s available allotment is verified during the checkout process.
 - If the amount ordered exceeds the employee’s available allotment and the program allows employee payments for amounts over the allotment via credit card, the checkout process remains active, and the employee will be prompted for credit card information during the checkout process.
 - If there is not sufficient allotment to cover the order amount and the program does not permit payment of the overage by the employee (via credit card), the checkout process will be disallowed until the order is altered to be within the employee’s available allotment amount.
 - If the program has an allotment limit by product category, the payment for the amount over allotment will be forced to a credit card if credit card purchases are allowed (i.e. agency will only pay \$100 toward a footwear purchase).
 - If the program has allotment needs but also wants to allow orders paid for by the agency off of allotment, this can be accommodated along with a reason code for the purchase and purchase comments. Approval can be required for this scenario and users will chose from a drop list of approvers (up to 3 levels of approval).

- *Optional Payroll Deduction Management*
 - Much like allotment management, the system can deposit, track, and renew payroll deduction funds to users
 - Renewal periods are identical to allotment renewals (anniversary date or calendar date)
 - Detailed month-end reporting available as well as on-demand reporting to track balances
 - Payroll deduction funds may be used in conjunction with other pay methods if allotment is exceeded or the employee does not have available funds on his/her credit card but need to make a purchase
- *Controlled Uniform Order Placement*
 - The system controls uniform order placement by tying together the Employee, Product Offering, Shop-By Location and Allotment Management segments of the system, as governed by the uniform program profile.
 - The system provides a web-based method for customer uniform administrators or employees to place uniform orders. The product offering and associated optional alteration options are displayed are based on the ordering employee's employee group assignment. Any mandatory alterations, such as standard department patch are garment, are hard code in the back system to ensure no mandatory alteration is missed during order placement on the website.
 - System allows for orders to placed using a "shop-by individual" feature which provides an administrator the ability to place a large bulk uniform order and segment the order down to the individual employee level, eliminating the necessity to place a separate order for each employee.
- *Optional On-Line Order approval*
 - A customer may require all order or certain orders be approved by an Administrator prior to being processed. GQ B2B allows for approval gates to be established from shipping to order dollar amount which are defined in the Uniform Program Profile. These orders remain in a "Hold for Approval" status until released by an Administrator. GQ provides information on these orders to the Administrators through system generated approval emails sent to the Administrator which allows the order to be approved through the links provided in the email, or on the Administrator's user dashboard on the website.
 - Upon order approval, the order is released to the back-office system for fulfillment. Denied orders assume a "denied" status, and are not released to the back-office system.
- *Integrated with Galls ERP system*
 - The system is integrated with Gall's order fulfillment system, to include functionality in the areas of distribution, inventory control, production planning and stock replenishment, as well as accounting support.
 - When an order is placed in the system, it is passed directly to the distribution system for fulfillment of the order. As the order makes its way through the fulfillment process, the system is updated: 1) to confirm that the order was successfully received into the

distribution system, 2) when the order is in process, and 3) when shipment is made. Shipment quantities and shipment dates are included in the data passed to the system from the distribution system.

- As a result of the system order being passed to our back-office systems, our perpetual inventory is allocated/depleted. Our production-planning module recognizes the inventory depletion, and if warranted, triggers the stock replenishment process.
- *Flexible, On-Demand Management Reporting*
 - GQ B2B provides flexible, on-demand reporting with output into Excel .xls or Excel .xlsx, which allows for easy review and manipulation of the data output by the Administrators. The reporting can be sent directly to the requestors email or reviewed from the reports dashboard.
 - Available reports include:
 - Allotment Report
 - Order History Sales report
 - Itemized Sales report
 - Allotment Activity Report
 - Unit Allotment Activity Report
 - Backorder Report
 - Dropship Report
 - Within the various report offerings, the user may specify parameters such as date ranges, open or closed orders, or limit report data to a specific location or department, as applicable to the report.
- *Customer management of employees*
 - GQ B2B system allows for department Administrators to have the ability to assign new users to the website, update user profiles, Shop-By Location, etc. should the customer chose the manager their own employee access to the website.
- *Customer management of inventory*
 - GQ B2B provides a tool to track the customer's on-site inventory purchased by Galls as well as outside vendors.
 - The inventory management tool also allows Administrators to issue items to individuals, track those issues, and track return status of items. This gives administrators a convenient place to create a history for all users and what items they may have in their possession.
 - 4 Major Components:
 - Inventory Management—
 - Build custom inventory assortment, tree structure with branch/leaf design like UP assortment
 - Load SKUs from Uniform Program or load items received in via Non-Galls Receiving
 - Manually load inventory or push inventory in via Galls/Non-Galls Receiving

- Galls Receiving
 - Receive orders in to inventory that have been closed in GQ and designate assortment to load in to—inventory auto-loads
 - Receive orders in and “set-aside” for individuals so that they are not shown in “active” inventory under the Inv. Mgmt. tool
- Non-Galls Receiving
 - Manually receive in non-Galls order, can designate a receive date, vendor, vendor code, item number, description, qty, and assortment—inventory auto-loads to designated assortment to Inv. Mgmt tool
- Agency Issues
 - Issue items to individuals, capture signature upon receipt by individual
 - Can return items from individuals and designate if “damaged” or “reusable” with “reusable” returns auto-loading back in to the Inv. Mgmt. tool
 - Reporting available on this feature

System Availability, Security and Technical Information

- System is available 24x7
- Compatible with mobile devices via custom mobile experience
- Minimal service outages for maintenance/upgrades – scheduled to 4x per year, with emergency outages being communicated as soon as possible.
- All secure web traffic is done using Verisign(Symantec) 2048 bit public key and SSL certificate 256 bit.
- System is based on IBM iSeries POWER 7 Technology
 - <http://www-03.ibm.com/systems/i/index.html>
- System utilized IBM DB2 for i data base
 - <http://www-03.ibm.com/systems/i/software/db2/index.html>
- The system is designed to allow for a minimum doubling in size/volume of the business without requiring any upgrades

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked:

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. Application is made for 5% 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% 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% 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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) rescind the contract or purchase order; 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.

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: GAILS, LLC

Signed: 

Date: 3/1/16

Title: Managed Account Rep

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: GRAIN, LLC

Authorized Signature: [Signature] Date: 3/1/16

State of Kentucky

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 15th day of March, 2016

My Commission expires 5/3, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
#509690
Purchasing Affidavit (Revised 08/01/2015)