



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: 180201

Doc Description: PSC Transportation Enforcement Uniforms

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-10	2016-03-24 13:30:00	CRFQ 0926 PSC1600000001	1

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

Vendor Name, Address and Telephone Number:

ASR- WV Uniforms  
 6601 MacCorkle Ave SE  
 Charleston, WV 25304

03/24/16 10:43:52  
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

Signature X

FEIN #

30-0521663

DATE

03/24/16

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

The West Virginia Purchasing Division is soliciting bids on behalf of the Public Service Commission of West Virginia (PSC), to establish an Open-End contract for uniforms and uniform accessories per the bid requirements, specifications and terms and conditions as attached.

INVOICE TO		SHIP TO	
ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST		RECEIVING/TRANSPORTATION BUILDING PUBLIC SERVICE COMMISSION 1116 QUARRIER ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Uniforms	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53102700			

Extended Description :  
Overall Grand Total Cost

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Non-Mandatory Pre-Bid Meeting @ 10:00 AM	2016-02-24
2	Vendor Question Deadline @ 10:00 AM	2016-03-04

PSC160000001	<b>Document Phase</b> Draft	<b>Document Description</b> PSC Transportation Enforcement Uniforms	<b>Page 3</b>
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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:

Public Service Commission  
201 Brooks St.  
Charleston WV 25301

February 24, 2016 at 10:00 am.

Current Uniform samples will be available for viewing at this meeting.

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 4, 2016 @ 10:00 AM

Submit Questions to: Melissa Pettrey  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: melissa.k.pettrey@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 24, 2016 @ 1:30 PM

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 UPON 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

.50 cents per contract item ordered  
for each day delivery is late. See Specifications 3.1.3.1 Liquidated Damages, 6.1 Delivery & 6.2 Late Delivery.

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 §§ 148-1-6.1.e.
- 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](mailto: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.

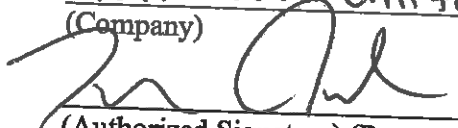
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor 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.

**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.

ASR - WV Uniforms  
(Company)

 Tim Anderson - GM  
(Authorized Signature) (Representative Name, Title)

304-925-0305 / 304-925-3648  
(Phone Number) (Fax Number) (Date) 03/24/14

**REQUEST FOR QUOTATION**  
Public Service Commission Transportation Enforcement Uniforms

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Public Service Commission of West Virginia, hereinafter referred to as PSC, to establish an open-end contract for uniforms and uniform accessories. PSC Transportation Enforcement Officers and Inspectors will primarily utilize this contract. The PSC has approximately forty (40) uniformed employees. This number could increase or decrease.
  
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 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and grand totals attached hereto and in wvOASIS as **Exhibit A**, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the PSC with goods or services as published by the Purchasing Division.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide the PSC with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 

**Contract Item # 3.1.1. – Class A, Men’s Oxford T-1 Trousers  
Flying Cross Fechheimer # 32282, or equal.**

3.1.1.1	Color: Must be oxford grey or equal grey tone.
3.1.1.2	Fabric: Must be lightweight tropical weave, 8-8.5oz., 55 % polyester 45% wool.
3.1.1.3	Sizes: All sizes Men’s 28 to 40, even sizes 42 to 52.
3.1.1.4	Shall provide short, regular, and tall lengths.
3.1.1.5	Must have a one inch lighter grey stripe sewn into side seam, down both outer trouser legs from bottom of waistband to bottom of leg, stripe must match color of Contract Item 3.1.3. Class A Short Sleeve Shirt.

**REQUEST FOR QUOTATION**  
Public Service Commission Transportation Enforcement Uniforms

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- 3.1.1.6 Must have two lined front quarter pockets.
- 3.1.1.7 Pockets should be a minimum of 6" deep.
- 3.1.1.8 Must have two lined hip pockets, tabbed closure with matching button on left hip pocket.
- 3.1.1.9 Shall have minimum of 7 belt loops, minimum of ¾" wide with double thickness, sewn into the waistband, no visible stitching, one loop in the back may be tacked to allow for alterations.
- 3.1.1.10 Trousers must be stitched with matching thread.
- 3.1.1.11 Trousers legs shall be pressed and un-hemmed.
- 3.1.1.12 Trousers will have a dart on each side of the back seam centered over pockets.
- 3.1.1.13 Must have zipper fly, bar-tacked same color thread.
- 3.1.1.14 Shall be bar-tacked at all pockets and stress points, same thread color.
- 3.1.1.15 Waistband shall be of same color and fabric, "closed method", minimum 1 7/8" wide, crush proof hook and eye closure.
- 3.1.1.16 Shall be modern fit, flat-front trousers.
- 3.1.1.17 Work wear industrial style construction is not acceptable.

**Contract Item # 3.1.2. – Class A, Women's Oxford T-1 Trouser  
Flying Cross Fechheimer # 68260, or equal.**

- 3.1.2.1 Color: Must be oxford grey or equal grey tone.
- 3.1.2.2 Fabric: Must be lightweight tropical weave, 8-8.5oz., 55 % polyester 45% wool.
- 3.1.2.3 Sizes: All even sizes Women's 2 to 24.
- 3.1.2.4 Shall provide short, regular, and tall lengths.
- 3.1.2.5 Must have a one inch lighter grey stripe sewn into side seam, down both outer trouser legs from bottom of waistband to bottom of leg, stripe must match color of Contract item 3.1.4. Class A Short Sleeve Shirt.
- 3.1.2.6 Must have two lined quarter front pockets.
- 3.1.2.7 Pockets should be a minimum of 6" deep.
- 3.1.2.8 Must have two lined hip pockets, tabbed closure on left hip pocket with matching button.
- 3.1.2.9 Shall have minimum of 7 belt loops, minimum of ¾" wide with double thickness, sewn into the waistband, no visible stitching, one loop in the back may be tacked to allow for alterations.
- 3.1.2.10 Trousers must be stitched with matching thread.



**REQUEST FOR QUOTATION**  
Public Service Commission Transportation Enforcement Uniforms

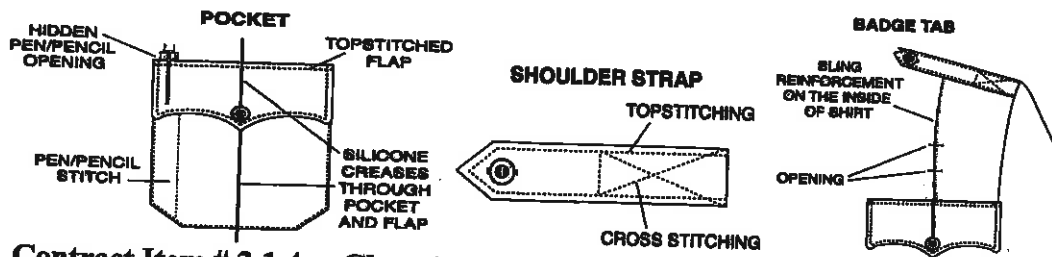
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- 3.1.2.11 Trousers shall be pressed and un-hemmed.
- 3.1.2.12 Trousers will have a dart on each side of the back seam centered over pockets.
- 3.1.2.13 Must have zipper fly, bar-tacked same color thread.
- 3.1.2.14 Shall be bar-tacked at all pockets and stress points, same thread color.
- 3.1.2.15 Waistband shall be of same color and fabric, "closed method", minimum 1 7/8" wide, crush proof hook and eye closure.
- 3.1.2.16 Shall be modern fit, flat-front trousers.
- 3.1.2.17 Work wear industrial style construction is not acceptable.

**Contract Item # 3.1.3. – Class A, Men's Short Sleeve Shirt Flying Cross # 97R66, or equal.**

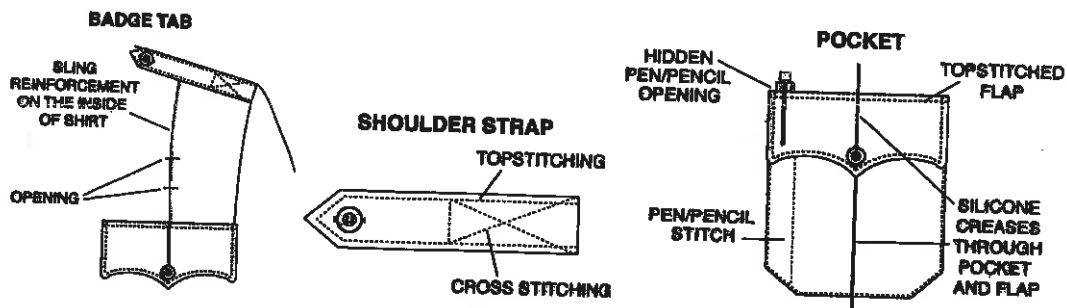
- 3.1.3.1 Color: Must be steel grey or equal grey tone.
- 3.1.3.2 Fabric: Must be deluxe tropical weave, 10-10.5oz., 65% polyester 35% rayon.
- 3.1.3.3 Size options: All alpha sizes small to 3XL, or equivalent, including tall or longer length.
- 3.1.3.4 Must be machine washable and wrinkle resistant.
- 3.1.3.5 Should have seven button placket front, button color must match fabric.
- 3.1.3.6 Must have two plain, pleated, breast pockets, topstitched with scalloped flaps.
- 3.1.3.7 Shirts must be stitched with matching thread.
- 3.1.3.8 PSC patches shall be sewn on both sleeves.
- 3.1.3.9 Must have hidden pencil compartment in left breast pocket, pencil/pen stitch.
- 3.1.3.10 Must have cross stitched and topstitched shoulder straps of same fabric and thread color, button must be same color.
- 3.1.3.11 Must have five silicone military creases –two in front continuing through pockets and flap.
- 3.1.3.12 Must have left side full badge sling.
- 3.1.3.13 Shall have sport collar with collar stays.

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Public Service Commission Transportation Enforcement Uniforms



**Contract Item # 3.1.4. – Class A, Women’s Short Sleeve Shirt  
Flying Cross # 152R66, or equal.**

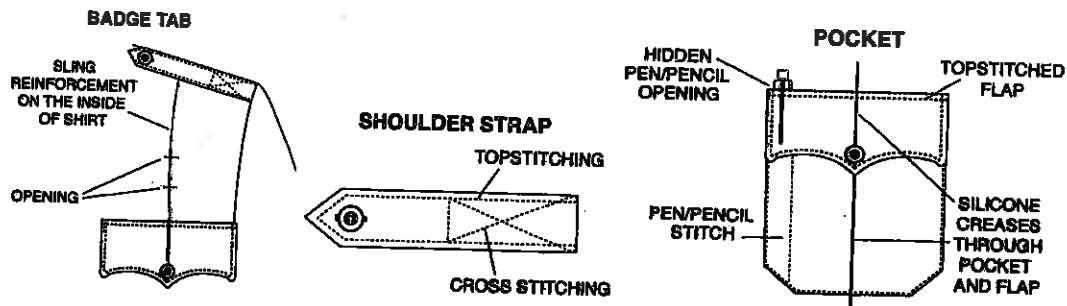
- 3.1.4.1 Color: Must be steel grey or equal grey tone.
- 3.1.4.2 Fabric: Must be deluxe tropical weave, 10-10.5oz., 65% polyester 35% rayon.
- 3.1.4.3 Size: All alpha sizes small to 2XL, or equivalent bust sizes.
- 3.1.4.4 Must be machine washable, wrinkle resistant.
- 3.1.4.5 Should have seven button placket front, button color matches fabric.
- 3.1.4.6 Should have tapered sleeves.
- 3.1.4.7 Shirts must be stitched with matching thread.
- 3.1.4.8 PSC patches shall be sewn on both sleeves.
- 3.1.4.9 Must have left side full badge sling.
- 3.1.4.10 Must have cross stitched and topstitched shoulder straps of same fabric and thread color, button must be same color.
- 3.1.4.11 Must have two plain, pleated breast pockets with scalloped flaps.
- 3.1.4.12 Must have hidden pencil compartment in left breast pocket, pen/pencil stitch.
- 3.1.4.13 Must have five silicone military creases – two in front continuing through pockets and flap.
- 3.1.4.14 Shall have sport collar with collar stays.



**Contract Item # 3.1.5. – Class A, Men’s Long Sleeve Shirt  
Flying Cross Fechheimer # 46W6691, or equal.**

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- 3.1.5.1 Colors: Must be slate grey or equal grey tone.
- 3.1.5.2 Fabric: Must be deluxe tropical weave, 10-10.5oz., 65% polyester 35% rayon.
- 3.1.5.3 Size options: All alpha sizes small to 3XL, including tall or longer length options, or all neck sizes from 14" to 24". Sleeve lengths shall be available from 32" to 36".
- 3.1.5.4 Should have seven button front placket, with matching buttons.
- 3.1.5.5 Must have two plain, pleated, breast pockets with scalloped flaps with Velcro or equal hook and loop closure.
- 3.1.5.6 PSC patches shall be sewn on both sleeves.
- 3.1.5.7 Must be machine washable, wrinkle resistant.
- 3.1.5.8 Must have left side full badge sling.
- 3.1.5.9 Must have cross stitched and topstitched shoulder straps of same fabric and thread color, button must be same color.
- 3.1.5.10 Must have hidden pencil compartment in left breast pocket, pencil/pen stitch.
- 3.1.5.11 Must have five military silicone creases – two in front continuing through pockets and flap.
- 3.1.5.12 Shall have conventional collar and band with permanent collar stays.



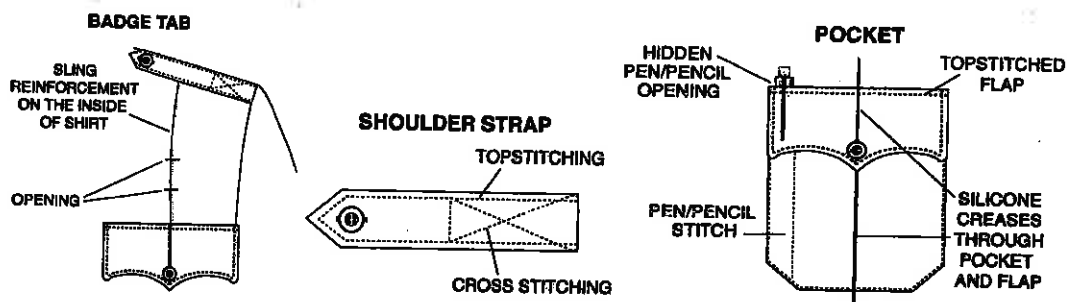
**Contract Item # 3.1.6. – Class A, Women's Long Sleeve Shirt  
Flying Cross # 102W66, or equal.**

- 3.1.6.1 Color: Must be slate grey or equal grey tone.
- 3.1.6.2 Fabric: Must be deluxe tropical weave, 10-10.5oz., 65% polyester 35% rayon

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Public Service Commission Transportation Enforcement Uniforms

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- 3.1.6.3 Sizes: All alpha sizes small to 2XL, or equivalent bust sizes. Sleeve lengths shall be available from 28" to 36".
- 3.1.6.4 Should have seven button front placket, with matching buttons.
- 3.1.6.5 Must have two plain, pleated, breast pockets with scalloped flaps with Velcro or equal hook and loop closure.
- 3.1.6.6 Should have tapered sleeves.
- 3.1.6.7 PSC patches shall be sewn on both sleeves.
- 3.1.6.8 Must be machine washable, wrinkle resistant.
- 3.1.6.9 Must have left side full badge sling.
- 3.1.6.10 Must have cross stitched and topstitched shoulder straps of same fabric and thread color, button must be same color.
- 3.1.6.11 Must have hidden pencil compartment in left breast pocket, pencil/pen stitch.
- 3.1.6.12 Must have five silicone military creases – two in front continuing through pockets and flap.
- 3.1.6.13 Shall have conventional collar and band with permanent collar stays.



**Contract Item # 3.1.7. – Class B, Men's Tactical Duty Polo Short Sleeve Shirt 5.11 Tactical # 71182, or equal.**

- 3.1.7.1 Colors: Vendor should provide a minimum of five solid colors; must provide black and navy.
- 3.1.7.2 Fabric: must be minimum 6-6.5 oz., 100% cotton jersey.
- 3.1.7.3 Sizes: Men's all alpha sizes small to 3XL.
- 3.1.7.4 Must be fade, shrink, and wrinkle resistant.
- 3.1.7.5 Must have a no roll collar.
- 3.1.7.6 Should have minimum of three buttons, matching button color.

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Public Service Commission Transportation Enforcement Uniforms

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- 3.1.7.7 Must have rib trim on sleeves.
- 3.1.7.8 Must have pen slot on left sleeve.
- 3.1.7.9 Must be machine wash and dry.
- 3.1.7.10 PSC patches shall be sewn on both sleeves.

**Contract Item # 3.1.8. – Class B, Women’s Tactical Duty Polo Short Sleeve Shirt, 5.11 Tactical # 61166, or equal.**

- 3.1.8.1 Colors: Vendor should provide a minimum of five solid colors; must provide black and navy.
- 3.1.8.2 Fabric: must be minimum 6-6.8 oz., 100% cotton pique fabric.
- 3.1.8.3 Sizes: Women’s all sizes small to 2XL, or equivalent.
- 3.1.8.4 Must be fade, shrink, and wrinkle resistant.
- 3.1.8.5 Must have a no roll collar.
- 3.1.8.6 Should have minimum three buttons, matching button color.
- 3.1.8.7 Must have rib trim on sleeves.
- 3.1.8.8 Must have pen slot on left sleeve.
- 3.1.8.9 Must be machine wash and dry.
- 3.1.8.10 PSC patches shall be sewn on both sleeves.

**Contract Item # 3.1.9. – Class B, Men’s Tactical Duty Polo Long Sleeve Shirt 5.11 Tactical # 72360, or equal.**

- 3.1.9.1 Colors: Vendor should provide a minimum of five solid colors; must provide black and navy.
- 3.1.9.2 Fabric: must be minimum 6-6.5 oz., 100% cotton jersey.
- 3.1.9.3 Sizes: Men’s all alpha sizes Small to 3XL.
- 3.1.9.4 Must be fade, shrink, and wrinkle resistant.
- 3.1.9.5 Must have a no roll collar.
- 3.1.9.6 Should have minimum three buttons, matching button color.
- 3.1.9.7 Must have pen slot on left sleeve.
- 3.1.9.8 Must be machine wash and dry.
- 3.1.9.9 PSC patches shall be sewn on both sleeves.

**Contract Item # 3.1.10. – Class B, Women’s Tactical Duty Polo Long Sleeve Shirt, Tru-Spec # C8285, or equal.**

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Public Service Commission Transportation Enforcement Uniforms

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- 3.1.10.1 Colors: Vendor should provide a minimum of five solid colors, must provide black and navy.
- 3.1.10.2 Fabric: must be minimum 6-6.3 oz., 60% cotton 40% polyester pique.
- 3.1.10.3 Sizes: Women's alpha sizes small to 2XL, or equivalent.
- 3.1.10.4 Must be fade, shrink, and wrinkle resistant.
- 3.1.10.5 Must have a no roll collar.
- 3.1.10.6 Should have minimum three buttons, matching button color.
- 3.1.10.7 Must have pen pocket on left sleeve.
- 3.1.10.8 Must be machine wash and dry.
- 3.1.10.9 PSC patches shall be sewn on both sleeves.

**Contract Item # 3.1.11. – Class B, Men's Tactical Duty Pants**  
**5.11 Tactical # 74251, or equal.**

- 3.1.11.1 Colors: Vendor must provide black, beige, tan, khaki, navy.
- 3.1.11.2 Fabric must be 8-8.5 oz, 100% cotton canvas.
- 3.1.11.3 Sizes: Men's even 28 to 54, inseam 28" to 36".
- 3.1.11.4 Must be fade resistant.
- 3.1.11.5 Must have a minimum of seven pockets, including knife or cell phone pocket.
- 3.1.11.6 Must have deep cargo pockets with Velcro or equal hook and loop closure.
- 3.1.11.7 Should have hip mounted D ring.
- 3.1.11.8 Must have heavy duty stitching, and double reinforced seat and knees, bar-tacked high stress areas in same color thread.
- 3.1.11.9 Must have zipper fly, bar-tacked same color thread.
- 3.1.11.10 Belt loops must be thick enough to support duty belt of 2-1/4" wide and strong enough to support weight of a firearm.
- 3.1.11.11 Must be machine wash and dry.
- 3.1.11.12 Should have a self adjusting waist band.

**Contract Item # 3.1.12. – Class B, Women's Tactical Duty Pants**  
**5.11 Tactical # 64358, or equal.**

- 3.1.12.1 Colors: Vendor must provide black, khaki, navy.
- 3.1.12.2 Fabric must be 8-8.5 oz, 100% cotton canvas.

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Public Service Commission Transportation Enforcement Uniforms

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- 3.1.12.3 Sizes: All Women's even sizes 2-20, inseams 28" to 36".
- 3.1.12.4 Must be fade resistant.
- 3.1.12.5 Must have a minimum of seven pockets, including knife or cell phone pocket.
- 3.1.12.6 Must have deep cargo pockets with Velcro or equal hook and loop closure.
- 3.1.12.7 Should have hip mounted D ring.
- 3.1.12.8 Must have heavy duty stitching, and double reinforced seat and knees, bar-tacked high stress areas in same color thread.
- 3.1.12.9 Must have zipper fly, bar-tacked same color thread.
- 3.1.12.10 Belt loops must be thick enough to support duty belt of 2-1/4" wide and strong enough to support weight of a firearm.
- 3.1.12.11 Must be machine wash and dry.
- 3.1.12.12 Should have elastic waist.

**Contract Item # 3.1.13. – Class B, Men's Tactical Duty Long Sleeve Shirt**

- 3.1.13.1 Colors: Vendor must provide black and navy.
- 3.1.13.2 Fabric: must be 4-4.4 oz., lightweight ripstop.
- 3.1.13.3 Sizes: Men's all alpha sizes Small to 4XL.  
Short, regular, and tall lengths.
- 3.1.13.4 Shall be stain resistant
- 3.1.13.5 Must be triple stitched.
- 3.1.13.6 Should have mic cord pass through.
- 3.1.13.7 Must have permanent creases, adjustable cuffs, sleeve-keeper and epaulettes.
- 3.1.13.8 Must have under arm vents.
- 3.1.13.9 Must have sewn in left side badge tab.
- 3.1.13.10 PSC patches shall be sewn on both sleeves.

**Contract Item # 3.1.14. – Class B, Women's Tactical Duty Long Sleeve Shirt**

- 3.1.14.1 Colors: Vendor must provide black and navy.
- 3.1.14.2 Fabric: must be 4-4.4 oz. lightweight ripstop.
- 3.1.14.3 Sizes: Women's small to 2XL, or equivalent.
- 3.1.14.4 Must be stain resistant.
- 3.1.14.5 Must be triple stitched.
- 3.1.14.6 Should have mic cord pass through.
- 3.1.14.7 Must have permanent creases, adjustable cuffs, sleeve-keeper and epaulettes.
- 3.1.14.8 Must have under arm vents.

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- 3.1.14.9 Must have sewn in left side badge tab.  
 3.1.14.10 PSC patches shall be sewn on both sleeves.

**Contract Item # 3.1.15. – Under Armour ColdGear Infrared Tactical Mock, Under Armour # 1244393 (Men’s), # 1244396 (Women’s), or equal.**

- 3.1.15.1 Color: Must provide black.  
 3.1.15.2 Fabric: 89% polyester, 11% elastane.  
 3.1.15.3 Sizes: Men’s small to 3XL,  
                   Women’s XS to XL.  
 3.1.15.4 Must be dual-layer fast drying slick exterior.  
 3.1.15.5 Must have a heat-trapping interior, reflects body heat for warmth.  
 3.1.15.6 Must have moisture wicks and anti-odor technology.  
 3.1.15.7 Must be lightweight with four way stretch construction.  
 3.1.15.8 Must be long sleeved.

**Contract Item # 3.1.16. – Under Armour HeatGear Compression T-Shirt, Under Armour # 1216007 (Men’s), # 1235253 (Women’s), or equal.**

- 3.1.16.1 Colors: Must provide black and white.  
 3.1.16.2 Fabric: 4.5oz, 83% polyester, 17% elastane.  
 3.1.16.3 Sizes: Men’s small to 3XL,  
                   Women’s XS to XL.  
 3.1.16.4 Must have anti-odor technology with moisture wicks.  
 3.1.16.5 Must be lightweight with four way stretch construction.  
 3.1.16.6 Must be compression fit, second skin feel.  
 3.1.16.7 Must be short sleeved.

**Contract Item # 3.1.17. – Under Armour ColdGear Infrared Fitted Leggings, Under Armour # 1244395 (Men’s), # 1244398 (Women’s), or equal.**

- 3.1.17.1 Colors: Must provide black.  
 3.1.17.2 Fabric: 89% polyester, 11% elastane.  
 3.1.17.3 Sizes: Men’s small to 3XL with 30” inseam,  
                   Women’s XS to XL with 29” inseam.  
 3.1.17.4 Must be dual-layer with warm heat-trapping interior and fast drying slick exterior.  
 3.1.17.5 Must have moisture wicks and anti-odor technology.



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- 3.1.17.6 Must be lightweight with four way stretch construction.
- 3.1.17.7 Must have smooth flatlock seam construction.
- 3.1.17.8 Men's leggings must have a working fly.
- 3.1.17.9 Women's leggings should have a mid-rise, wide, flat waistband.

**Contract Item # 3.1.18. – Men's Tactical Pursuit Work Oxford Shoe**

- 3.1.18.1 Colors: Must provide brown and black.
- 3.1.18.2 Must be distressed leather.
- 3.1.18.3 Must have full rubber tactical outsole.
- 3.1.18.4 Sizes: Men's all sizes 7-15, including wide widths.
- 3.1.18.5 Must have fence climbing lugs.
- 3.1.18.6 Must have low profile midsole with removable cushion insoles.
- 3.1.18.7 Must be slip resistant.

**Contract Item # 3.1.19. – Men's Insulated Waterproof Steel Toe Boot**

- 3.1.19.1 Colors: must provide brown and black.
- 3.1.19.2 Must have waterproof full-grain leather upper and nylon shank.
- 3.1.19.3 Must have mesh lining and a minimum of 400 gram Thinsulate or equal polypropylene insulation.
- 3.1.19.4 Sizes: Men's all sizes 7-15, including all wide widths.
- 3.1.19.5 Must have a minimum 8" shaft.
- 3.1.19.6 Must have removable full-cushion footbed.
- 3.1.19.7 Must be slip and impact resistant.
- 3.1.19.8 Must meet ASTM F2413-11 M I/75 standards for protective footwear.
- 3.1.19.9 Shall provide options for pull on style boots and lace top to toe style boots.

**Contract Item # 3.1.20. – Men's Waterproof Boot**

- 3.1.20.1 Colors: must provide brown and black.
- 3.1.20.2 Must be 100% waterproof, full-grain leather.
- 3.1.20.3 Must have mesh lining.
- 3.1.20.4 Sizes: Men's all sizes 7-15, including all wide widths.
- 3.1.20.5 Must have a minimum 8" shaft.

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- 3.1.20.6 Must have a removable full-cushion insole.
- 3.1.20.7 Must have a lightweight midsole.
- 3.1.20.8 Must be slip resistant.
- 3.1.20.9 May not be steel toe.

**Contract Item # 3.1.21. – Men’s Waterproof Tactical Duty Boot  
Danner Acadia # 21210, or equal.**

- 3.1.21.1 Color: must be black.
- 3.1.21.2 Must be 100% Waterproof.
- 3.1.21.3 Must be full-grain leather.
- 3.1.21.4 Must have breathable Gore-Tex or equal waterproof lining.
- 3.1.21.5 Must have nylon upper that is resistant to tears and scuffs.
- 3.1.21.6 Sizes: Men’s all sizes 7-15, including all wide widths.
- 3.1.21.7 Must have fiberglass shank.
- 3.1.21.8 Must be lightweight, 65 oz. or less.
- 3.1.21.9 Must have shock absorbing soles.
- 3.1.21.10 Must be slip resistant.
- 3.1.21.11 Laces should be toe to top.
- 3.1.21.12 May not be steel toe.

**Contract Item # 3.1.22. – Men’s Belted Chukka Boot  
Bates Lites # 0083, or equal.**

- 3.1.22.1 Color: must be black.
- 3.1.22.2 Full grain leather.
- 3.1.22.3 Sizes: Men’s all sizes 7-15, including all wide widths.
- 3.1.22.4 Must have buckle and be chukka style boot.
- 3.1.22.5 Must have removable cushion footbed.
- 3.1.22.6 Must be slip and oil resistant.
- 3.1.22.7 Must be moisture resistant or have breathable lining.

**Contract Item # 3.1.23. – Men’s Oxford Shoe  
Bates DuraShock # 0112, or equal**

- 3.1.23.1 Color: must be black.

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- 3.1.23.2 Must be leather.
- 3.1.23.3 Sizes: Men's all sizes 7-15, including wide widths.
- 3.1.23.4 Must have breathable or moisture resistant lining.
- 3.1.23.5 Must have cushioned removable insert.
- 3.1.23.6 Must be shock absorbing.
- 3.1.23.7 Must be have slip resistant rubber soles.
- 3.1.24.8 Must have plain toe.

**Contract Item # 3.1.24 – Women's Waterproof Tactical Duty Boot  
Danner Acadia # 69210, or equal**

- 3.1.24.1 Color: must be black.
- 3.1.24.2 Must be 100% Waterproof.
- 3.1.24.3 Must be full-grain leather.
- 3.1.24.4 Must have breathable Gore-Tex or equal waterproof lining.
- 3.1.24.5 Must have nylon upper that is resistant to tears and scuffs.
- 3.1.24.6 Sizes: Women's all sizes 6-11, including wide widths.
- 3.1.24.7 Must have a minimum 8" shaft.
- 3.1.24.8 Lightweight, 53 oz. or less.
- 3.1.24.9 Must have shock absorbing soles.
- 3.1.24.10 Must have a minimum 200 grams Thinsulate or equal polypropylene insulation.
- 3.1.24.11 Must be slip resistant.
- 3.1.24.12 Laces should be toe to top.
- 3.1.24.13 May not be steel toe.

**Contract Item # 3.1.25. – Women's Steel Toe Boot**

- 3.1.25.1 Color: must be black.
- 3.1.25.2 Must be leather with nylon upper.
- 3.1.25.3 Sizes: Women's all sizes 6-11, including wide widths.
- 3.1.25.4 Must have a minimum 8" shaft.
- 3.1.25.5 Must be shock absorbing.
- 3.1.25.6 Must be slip and impact resistant.
- 3.1.25.7 Must have breathable, moisture wick lining.
- 3.1.25.8 Must meet ASTM F2413-11 M I/75 standards for protective footwear.
- 3.1.25.9 Shall provide options for pull on style boots and lace top to toe style boots.

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**Contract Item # 3.1.26. – Women’s Oxford Shoe**

- 3.1.26.1 Color: must be black.
- 3.1.26.2 Must be leather.
- 3.1.26.3 Sizes: Women’s all sizes 6-11, including wide widths.
- 3.1.26.4 Must be plain toe.
- 3.1.26.5 Must have nylon mesh lining.
- 3.1.26.6 Must have removable cushion insert.
- 3.1.26.7 Must have non slip rubber soles.

**Contract Item # 3.1.27. – Six (6) Panel Low Profile Ball Cap**

- 3.1.27.1 Color: must be black.
- 3.1.27.2 Must be 100% dry cotton twill.
- 3.1.27.3 Sizes: One size fits most.
- 3.1.27.4 Must be low profile style with six (6) panels.
- 3.1.27.5 PSC patch shall be sewn on front of hat.
- 3.1.27.6 Must be hand washable.
- 3.1.27.7 Must be water repellent.
- 3.1.27.8 Must have moisture wicks on the interior.

**Contract Item # 3.1.28. – Felt Campaign Hat**

- 3.1.28.1 Color: must be black.
- 3.1.28.2 Must be a felt fabric.
- 3.1.28.3 Sizes: small through extra large, or equivalent.
- 3.1.28.4 Must have an adjustable leather chinstrap.
- 3.1.28.5 Must be round length.
- 3.1.28.6 Must have a 3” brim.

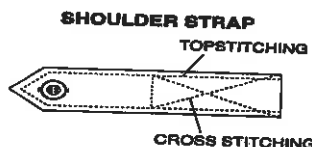
**Contract Item # 3.1.29. – Waterproof Duty Jackets**  
**Flying Cross # 59130WP, or equal**  
**5.11 Tactical # 48017, or equal.**

- 3.1.29.1 Vendor shall provide a minimum of two different jacket options/styles and shall note items on Pricing Page.
- 3.1.29.2 Outer shell should be a two layer nylon or equal fabric.
- 3.1.29.3 Colors: must provide black and navy.
- 3.1.29.4 Size: small to 4XL, short and long lengths.
- 3.1.29.5 Must have fleece or equal fabric zip out liner.

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- 3.1.29.6 Must have Thinsulate or equal polypropylene insulation in the body and in the sleeves.
- 3.1.29.7 Must have two compartment pleated pockets with Velcro or equal hook and loop closure and button accents.
- 3.1.29.8 Must have side opening hand warmer pockets.
- 3.1.29.9 Must have a left inside pocket.
- 3.1.29.10 Must have a storm collar.
- 3.1.29.11 Must have elastic waistband in back.
- 3.1.29.12 Must have left side badge tabs.
- 3.1.29.13 PSC patches shall be sewn on both sleeves.
- 3.1.29.14 Must have zipper front.
- 3.1.29.15 Shall be waterproof and wind proof.
- 3.1.29.16 At a minimum, one of the jacket options shall have permanent cross stitched and topstitched straps with matching thread and button.
- 3.1.29.17 At a minimum, one of the jacket options shall have a removable or rolled up hood option.



**Contract Item # 3.1.30. – High Visibility Traffic Vest**

- 3.1.30.1 Must be 100 % polyester cool mesh fabric.
- 3.1.30.2 Must be high visibility lime green or yellow. Vendor shall note color on Pricing Page.
- 3.1.30.3 Size: small to 3XL, or equivalent.
- 3.1.30.4 Should have 2" reflective stripes and trim.
- 3.1.30.5 Must have zip and rip front closure.
- 3.1.30.6 Must have adjustable sides.
- 3.1.30.7 Must have five point breakaway.
- 3.1.30.8 Should have a minimum of two pockets.
- 3.1.30.9 Must meet ANSI 107-2010 Class III high visibility clothing standards.
- 3.1.30.10 Must offer optional lettering, back of vest. Print should be 1 ½ inch black block letters, print shall be "ENFORCEMENT" or "PSC INSPECTOR" as specified on order.

**Contract Item # 3.1.31. – High Visibility Rain Jacket**

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- 3.1.31.1 Must be 100 % water proof fabric, polyurethane coating.
- 3.1.31.2 Must be high visibility lime green or yellow. Vendor shall note color on Pricing Page.
- 3.1.31.3 Size: small through 4XL, or equivalent.
- 3.1.31.4 Must have underarm grommet holes for breathability.
- 3.1.31.5 Must have detachable hood with drawstring.
- 3.1.31.6 Must have zipper front with storm flap.
- 3.1.31.7 Must have two front pockets.
- 3.1.31.8 Must have elastic wrist cuffs.
- 3.1.31.9 Must be machine wash and dry.
- 3.1.31.10 Must meet ANSI 107-2010 Class III high visibility clothing standards.
- 3.1.31.11 Shall have 2" reflective stripes and reflective trim.
- 3.1.31.12 Must offer optional lettering, back of jacket, 1 ½ inch black block letters; print shall be "ENFORCEMENT" or "PSC INSPECTOR" as specified on order.

**Contract Item # 3.1.32. – Leather Duty Belt**

- 3.1.32.1 Must be top grain leather.
- 3.1.32.2 Color: must be black.
- 3.1.32.3 Size: even sizes 28-52.
- 3.1.32.4 Must be fully lined with four row stitching.
- 3.1.32.5 Must be 2-1/4" wide.
- 3.1.32.6 Must be smooth plain finish.
- 3.1.32.7 Must offer brass buckle and silver buckle options.

**Contract Item # 3.1.33. – Leather Belt Keeps With Snaps**

- 3.1.33.1 Must be leather.
- 3.1.33.2 Color: must be black.
- 3.1.33.3 Must fit 2-1/4" wide belt.
- 3.1.33.4 Must be smooth plain finish.
- 3.1.33.5 Must offer brass plated and silver plated snap options.
- 3.1.33.6 Must have two snaps.
- 3.1.33.7 Minimum of 4 per pack.

**Contract Item # 3.1.34. – Tactical Leather Casual Belt**

- 3.1.34.1 Must be full grain leather.
- 3.1.34.2 Colors: must provide black and brown.

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- 3.1.34.3 Sizes: even sizes 28-52.
- 3.1.34.4 Minimum of 1.5" wide.
- 3.1.34.5 Should have I-beam buckle.
- 3.1.34.6 Should have hidden key keeper inside of belt.
- 3.1.34.7 Brown belts shall have brass plated buckle, black belts shall have silver plated buckle.
- 3.1.34.8 Must be durable and have insert to support weapon.

**Contract Item # 3.1.35. – Clip On Tie**

- 3.1.35.1 Must be 100% polyester.
- 3.1.35.2 Color: must be black.
- 3.1.35.3 Sizes: Short, Regular, Long, and Extra Long.  
Size range in length 15.5"-21.5"
- 3.1.35.4 Must be 3" wide.
- 3.1.35.5 Must be tropical weave.
- 3.1.35.6 Must be pre-tied, and clip on style.

**Contract Item # 3.1.36. – Tactical Winter Gloves**

- 3.1.36.1 Must be leather.
- 3.1.36.2 Color: must be black.
- 3.1.36.3 Sizes: Men's small through 2XL,  
Women's small through XL.
- 3.1.36.4 Must be wind and weather resistant.
- 3.1.36.5 Elasticized cuff.
- 3.1.36.6 Must be insulated with Thinsulate or equal polypropylene insulation for cold weather.

**Contract Item # 3.1.37. – Police Search Gloves**

- 3.1.37.1 Should be soft leather.
- 3.1.37.2 Color: must be black.
- 3.1.37.3 Sizes: Men's small through 2XL, snug fit.  
Women's small through XL, snug fit.
- 3.1.37.4 Must be thin and unlined.
- 3.1.37.5 Must be wrist-length with elasticized cuff.
- 3.1.37.6 Must be water resistant.

**Contract Item # 3.1.38. – Hearing Protection**

- 3.1.38.1 Must have adjustable over the head plastic headband.

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- 3.1.38.2 Must have padded ear cuffs, for both ears.
- 3.1.38.3 Must be lightweight, 1lb or less.
- 3.1.38.4 Should have a Noise Reduction Rating (NRR) of 18 or greater; shall protect hearing against gunshot noise and commercial vehicle engine noise.

**Contract Item # 3.1.39. – Body Armor**  
**Point Blank Body Armor # Elite, or equal.**

- 3.1.39.1 Must comply with National Institute of Justice 0101.06 Level II and IIIA Ballistic Resistance body armor standards.
- 3.1.39.2 Shall be self suspending to prevent ballistic panels from sagging.
- 3.1.39.3 Carrier shall be lightweight and flexible.
- 3.1.39.4 Shall have pockets to accommodate trauma inserts of 5" x 8" and 6"x8", 7"x9" or 8"x10" trauma plates in the front back.
- 3.1.39.5 Fabric should keep wearer cool and dry.
- 3.1.39.6 Shall have water resistant shell.
- 3.1.39.7 Shall have adjustable shoulder straps.
- 3.1.39.8 Shall have removable cummerbund to stabilize vest and provide a secure fit.
- 3.1.39.9 Shall have Velcro, or equal hook and loop closures, for adjustable fit and ease of removing.
- 3.1.39.10 Sizes: small to XL, including regular and long.
- 3.1.39.11 Shall have minimum five year warranty.
- 3.1.39.12 Color shall be black.

**Contract Item # 3.1.40. – Shooting Safety Glasses**

- 3.1.40.1 Colors: Shall provide clear and tinted lens options.
- 3.1.40.2 Sizes: One size fits most.
- 3.1.40.3 Shall provide peripheral vision protection, wraparound.
- 3.1.40.4 Shall have cushioned adjustable temples.
- 3.1.40.5 Must have ventilation for anti-fog performance.
- 3.1.40.6 Must be scratch and impact resistant.
- 3.1.40.7 Shall meet ANSI Z87.1 Protective Eyewear standards.

**Contract Item # 3.1.41. – Double Magazine Pouch**



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- 77-210-9
- 3.1.41.1 Colors: must be black, plain finish.
  - 3.1.41.2 Must be five layer laminate construction with polymer core for strength and durability.
  - 3.1.41.3 Must fit up to 2 ¼" wide duty belt.
  - 3.1.41.4 Current firearm used by PSC Officers is a Smith & Wesson M&P .45 caliber. The double magazine pouch must fit/hold .45 caliber double column magazines.

**Contract Item # 3.1.42. – Standard Handcuff Case**

- 3.1.42.1 Material: must be leather.
- 3.1.42.2 Colors: must be black, plain finish.
- 3.1.42.3 Must fit up to 2 ¼" wide duty belt.
- 3.1.42.4 Must have hidden snap closure.

**Contract Item # 3.1.43. – Universal Handcuff Keys**

- 3.1.43.1 Must be compatible with all standard handcuffs.

**Contract Item # 3.1.44. – Handcuffs**  
**Smith and Wesson Model 100 # 350103, or equal.**

- 3.1.44.1 Material: must be carbon steel.
- 3.1.44.2 Must be nickel finish.
- 3.1.44.3 Must have double lock engaging pin for security.
- 3.1.44.4 Must have smooth ratchets for swift cuffing.
- 3.1.44.5 Inner perimeter range should be 5 ¾" – 8".
- 3.1.44.6 Must weigh 10 oz. or less.
- 3.1.44.7 Must have multiple locking positions, should come with keys.
- 3.1.44.8 Should have life time warranty.

**Contract Item # 3.1.45. – Expandable Baton Holder**

- 3.1.45.1 Color: must be black, plain finish.
- 3.1.45.2 Must fit up to 2 ¼" wide duty belt.
- 3.1.45.3 Must hold 21" expandable baton, Contract Item 3.1.46.

**Contract Item # 3.1.46. – Expandable Baton**  
**ASP # 52411, or equal.**

- 3.1.46.1 Material: must be carbon steel.
- 3.1.46.2 Color: must be black chrome.

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- 3.1.46.3 Must have foamed, durable, vinyl grip.
- 3.1.46.4 Grips shall be removable and replaceable.
- 3.1.46.5 Should have an impact forged tip.
- 3.1.46.6 Must be 21" expandable, closed 7 ¾".
- 3.1.46.7 Must be lightweight, 16.3 oz. or less.

**Contract Item # 3.1.47. – Weapon Holster**  
Gould and Goodrich Gold Line # B807-G20, or equal.

- 3.1.47.1 Must be leather.
- 3.1.47.2 Color: Must be black, plain finish.
- 3.1.47.3 Must have contoured paddle with flexible wings to keep holster secured when weapon is drawn.
- 3.1.47.4 PSC Officer's current firearm is a Smith & Wesson M&P .45 caliber. The Weapon Holster must secure and properly fit Smith & Wesson M&P .45 caliber weapon.
- 3.1.47.5 Holder should fit 2 ¼" wide duty belt.
- 3.1.47.6 Left and right hand holsters must be available.

**Contract Item # 3.1.48. – Mourning Bands**

- 3.1.48.1 Must be an elastic band.
- 3.1.48.2 Color: must be black.
- 3.1.48.3 Must be ½" wide and flexible to fit over badges.

**Contract Item # 3.1.49. – Brass Name Tags**

- 3.1.49.1 Name tags must be brass.
- 3.1.49.2 Must provide silver plated and brass/gold plated name tags with a shiny finish.
- 3.1.49.3 Must be 2.5"L x .5" H.
- 3.1.49.4 Must be single line print.
- 3.1.49.5 Must have pin backing.

**Contract Item # 3.1.50. – Campaign Hat Rain Cover**

- 3.1.50.1 Material: must be polyurethane coated nylon or an equivalent material.
- 3.1.50.2 Colors: must provide clear or black.
- 3.1.50.3 Must be round length.

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- 3.1.50.4 This item must properly fit Contract Item #3.1.28., Campaign Hat.

**Contract Item # 3.1.51. – Eagle Hat Badge**

- 3.1.51.1 Material: Should be hard enamel.  
 3.1.51.2 Must provide gold and silver hat badges.  
 3.1.51.3 Size: must be 2 ½" x 2 ½".  
 3.1.51.4 Shall be engraved to PSC specifications with filled lettering and a center seal.  
 3.1.51.5 Must have a screw back fastener.

**Contract Item # 3.1.52. – Watch Cap (Beanie)**

- 3.1.52.1 Should be 100% acrylic knit.  
 3.1.52.2 Color: must be black.  
 3.1.52.3 Shall be One Size fits most, stretch knit.  
 3.1.52.4 Shall be customized to PSC specifications. Lettering on front cuff - "ENFORCEMENT" or "PSC" as specified on order.  
 3.1.52.5 Lettering should be offered in white and gold.  
 3.1.53.6 Lettering shall be embroidered on front cuff.

**Contract Item # 3.1.53. – Patches**

- 3.1.53.1 Embroidered Uniform Patches are to be sewn on or heat-sealed, shall have a merrowed edge.  
 3.1.53.2 Patches shall be of fade resistant, machine wash and dry-clean safe materials.  
 3.1.53.3 The cost to sew patches on is SOLELY the responsibility of the Vendor and shall be included in Vendor's bid.  
 3.1.53.4 Enforcement shirts and duty jackets are to include PSC Enforcement Officer patches on each sleeve. CRTS jackets shall have one CRTS patch on the left sleeve. Patches will be triangular in shape and shall be 4"x4" silkscreened in black, gold, and royal blue for Enforcement Officer and black and silver for CRTS. Lettering shall be ¼".  
 3.1.53.5 Ball caps shall have a triangular 4"x4" silkscreened PSC Enforcement patch in black, gold, and royal blue on front center of cap, lettering shall be ¼".  
 3.1.53.6 CRTS logo may be directly embroidered on left chest area of shirts or Vendor may provide a 2"x2" black and silver patch sewn on or heat sealed to left chest area of shirts. Diameter of CRTS logo is 2 7/8", lettering 1/5".

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- 3.1.53.7 PSC will provide the necessary artwork samples and/or files to the successful Vendor in order for Vendor to match colors, size and style of current PSC patches. Samples will also be available for Vendors to view at the pre-bid meeting.

Sample of the PSC Patches are shown below:



**3.2. DEPARTMENT APPROVED EQUIVALENT:** This document sets forth the specifications of the garments and other items to be provided under this contract. In most cases these specifications include the brand name and/or model number of the item. If submitting an "or Equal" per the Vendor's submitted Exhibit "A" Pricing Page, Vendor may upon request, be required to provide samples of submitted "or Equal" 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.

**Public Service Commission of West Virginia (PSC)**  
**Attention: Malena Harding**  
**201 Brooks Street**  
**Charleston, WV 25301**

Samples of 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.

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

**3.3. FABRIC COLORS:** For consistency fabric colors must match existing PSC uniform fabric colors. PSC may ask for fabric samples to compare fabric colors prior to an award.

**3.4. ALTERATIONS:** Standard alterations shall be done by the Vendor at no additional charge to PSC. Standard alterations shall include sleeve length and pant length. Thread or materials used for alterations must match existing thread or material colors of contract item being altered and must be of same quality.

**3.5. MEASUREMENTS:** Upon request by the PSC, the successful bidder shall measure/fit employees at no additional cost to the PSC. Measurements shall be performed within fifteen (15) calendar days of request. Vendor may send a representative to the PSC headquarters in Charleston to perform these measurements or PSC staff may commute to a Vendor's chosen location within a sixty mile radius of Charleston. Vendor may elect to provide measurement training to a PSC staff member to assist with measurement issues. A schedule for fittings will be negotiated with the successful vendor.

**3.6. SIZES:** A representative size chart of all items, as specified, **must be provided prior to a contract award.** If alternate items are bid size charts should be provided with the sample.

**3.7. LIQUIDATED DAMAGES:** The Vendor will be assessed \$.50 per contract item per day for late deliveries, and this amount shall be deducted from the invoice for the late-received goods. This deduction is in addition to other remedies available to the State of West Virginia and PSC. Delivery clock will start one (1) business day after PSC sends Vendor order.

**3.8. ORDERS:** The successful bidder shall supply uniform trousers, shirts, jackets, shoes, under-garments and all related fitted accessories as stated for each contract item. Sizes ordered outside of the stated contract item size range may be considered by Vendor as a "Special Order".

**3.9. LABELING:** All garments must have a care label permanently affixed giving the care instructions and must show the size and fiber content of the garment. Labels for permanent press or fine washables shall reflect specific washing care instructions.

**3.10. WARRANTY:** All material shall be new, of current manufacture and shall carry the standard warranties prescribed for each specified fabric. Vendor shall submit to the PSC, if requested, new fabrics to test as they come on the market. Additional or reduced

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cost for new fabrics for each item shall be negotiated and agreed upon in writing and made part of the contract via change order. Supporting documentation showing increased or decreased costs shall include invoices of old fabric vs. cost of new fabric.

Workmanship and products shall be in accordance with standard practices of the trade. Special attention is directed to the fact that seams tearing at the seam line, gathering of fabric or puckering of garments after wear or use is not acceptable. Garments must be fully warranted against defects for a minimum of 90 days.

**3.11. ADDITIONS / DELETIONS:** Items discontinued by the PSC will be deleted from any contract awarded in accordance with this invitation to bid. Items may be deleted for other appropriate reasons as well. Additional or replacement garments and/or related items may be added by mutual consent, with specifications and prices agreed upon by the parties. Fabric, material, design, or construction changes to garments and/or related items may be made by mutual consent, with specifications and prices agreed upon by the parties and entered into via formal change order to the contract.

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide the PSC with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor must complete the Pricing Pages (Exhibit A) by listing individual unit price for each item listed, extended quantity price for each item listed (individual unit price times (x) estimated quantity as listed for each item), and overall grand total cost (this number should come from the estimated quantity totals).

Vendor should complete the Pricing Pages (Exhibit A) in their entirety, as failure to do so may result in Vendor's bids being disqualified. Vendor may also complete Pricing Pages as shown in wvOASIS for the overall grand total cost; however, Vendor must complete and return, in its entirety, Exhibit "A", prior to bid closing. Exhibit "A" may be completed and uploaded to wvOASIS or mailed to the Purchasing Division Buyer with the bid.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Melissa.K.Pettrey@wv.gov](mailto:Melissa.K.Pettrey@wv.gov) .

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the PSC may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing PSC orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The PSC prefers to make payments via credit card.
- 5.3 Invoices:** Vendor shall e-mail, fax or mail the PSC an original itemized invoice for each and every order. Invoices should be provided to the PSC within thirty days of order delivery. The invoice should reference the contract number.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Delivery clock will start one (1) business day after PSC sends Vendor an order. Vendor shall deliver standard orders within sixty (60) calendar days after orders are received. Vendor shall deliver emergency orders within fifteen (15) calendar days after orders are received. Vendor shall deliver special orders within ninety (90) 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. **An itemized delivery ticket must be included with each order.**
- 6.2 Late Delivery:** The PSC representative placing the order under this Contract must be notified in writing if an order(s) will be delayed for any reason. Any delay in delivery that could cause harm to the PSC will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. If the PSC wishes to obtain items from a third party under this provision, the PSC must first obtain approval of the Purchasing Division. **Vendor should note that delayed shipments are subject to late delivery liquidated damages as referenced in the specifications above and is solely assessed as the PSC deems appropriate.**
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B.

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destination to the PSC's location. (Public Service Commission, Transportation Building, 1116 Quarrier St., Charleston, WV 25301). Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the PSC separately for such delivery.

The PSC 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.

- 6.4 Return of Unacceptable Items:** If the PSC deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the PSC to arrange for the return and reimburse PSC for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the PSC with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. from the PSC's location. The returned product shall either be replaced, or the PSC shall receive a full credit or refund for the purchase price, at the PSC's discretion.
- 6.5 Return Due to PSC Error:** Items ordered in error by the PSC 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. If a restocking fee is to be charged then Vendor must send a detailed invoice showing restocking charge and items returned. This invoice must be received by the PSC within 30 calendar days of Vendor receiving returned items.



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**7. VENDOR DEFAULT:**

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to PSC upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

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

PSC will not accept automatic item, fabric, or brand substitutions. All substitutions must be approved by change order in accordance with the provisions of this Contract.

8.2 **Vendor Supply:** Vendor must have sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. The PSC will not penalize the Vendor as long as Vendor meets ALL delivery requirements as stated in 6.1. Vendor may not substitute items due to low stock. See 8.1.

By signing its bid, Vendor certifies that it will and can supply the Contract Items contained in its bid response.

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the PSC showing the items purchased, quantities of items purchased, and total dollar value of the items purchased, when requested. 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.
- 8.4 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, billing, delivery or other issues related to this Contract. This information should be submitted with the Vendor's bid; however, the awarded Vendor will be required to provide this contact information within ten days (10) of a contract award. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Tim Anderson  
Telephone Number: 304-925-0305  
Fax Number: 304-925-3648  
Email Address: tanderson@useqsr.com

**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.

ASR - WV Uniforms  
Company

  
Authorized Signature

03/24/14  
Date

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

Exhibit "A"  
Pricing Page  
Public Service Commission Transportation Enforcement Uniforms

Item	Item Description	Manufacturer for "or equal bids"	Manufacturer's Item Number for "or equal bids"	Size	Unit of Measure	Unit Price	Estimated Annual Use	Extended Price
3.1.1	Class A, Men's Oxford T-1 Trouser	"Equal Bid"		28	EA	\$75.00	1	\$ 75.00
	Flying Cross Fechheimer # 32282, or Equal			29	EA	\$75.00	1	\$ 75.00
	3.1.1.1 Color: Oxford Grey or Equal Grey Tone	Fechheimer	32282	30	EA	\$75.00	1	\$ 75.00
				31	EA	\$75.00	1	\$ 75.00
				32	EA	\$75.00	1	\$ 75.00
				33	EA	\$75.00	1	\$ 75.00
				34	EA	\$75.00	20	\$ 1,500.00
				35	EA	\$75.00	1	\$ 75.00
				36	EA	\$75.00	20	\$ 1,500.00
				37	EA	\$75.00	1	\$ 75.00
				38	EA	\$75.00	20	\$ 1,500.00
				39	EA	\$75.00	1	\$ 75.00
				40	EA	\$75.00	15	\$ 1,125.00
				42	EA	\$75.00	20	\$ 1,500.00
				46	EA	\$75.00	20	\$ 1,500.00
				48	EA	\$75.00	15	\$ 1,125.00
				50	EA	\$75.00	1	\$ 75.00
				52	EA	\$75.00	1	\$ 75.00
3.1.2	Class A, Women's Oxford T-1 Trouser	Fechheimer	68260	2	EA	\$75.00	1	\$ 75.00
	Flying Cross Fechheimer # 68260, or Equal			4	EA	\$75.00	1	\$ 75.00
	3.1.1.1 Color: Oxford Grey or Equal Grey Tone			6	EA	\$75.00	1	\$ 75.00
				8	EA	\$75.00	1	\$ 75.00
				10	EA	\$75.00	1	\$ 75.00
				12	EA	\$75.00	1	\$ 75.00
				14	EA	\$75.00	1	\$ 75.00
				16	EA	\$75.00	1	\$ 75.00
				18	EA	\$75.00	1	\$ 75.00
				20	EA	\$75.00	1	\$ 75.00
				22	EA	\$75.00	1	\$ 75.00
				24	EA	\$75.00	1	\$ 75.00
3.1.3	Class A, Men's Short Sleeve Shirt			S	EA	\$39.50	15	\$ 592.50
	Flying Cross # 97R66, or Equal	Flying Cross 96R6691	96R6691	M	EA	\$39.50	15	\$ 592.50
	Color: Steel Grey or Equal Grey Tone			L	EA	\$39.50	30	\$ 1,185.00
				XL	EA	\$39.50	35	\$ 1,382.50
				2XL	EA	\$47.00	35	\$ 1,645.00
				3XL	EA	\$47.00	15	\$ 705.00
3.1.4	Class A, Women's Short Sleeve Shirt			S	EA	\$39.50	1	\$ 39.50
	Flying Cross # 152R66, or Equal	Flying Cross	152R6691	M	EA	\$39.50	1	\$ 39.50
	Color: Steel Grey or Equal Grey Tone			L	EA	\$39.50	1	\$ 39.50
				XL	EA	\$39.50	1	\$ 39.50
				2XL	EA	\$47.00	1	\$ 47.00
3.1.5	Class A, Men's Long Sleeve Shirt			S	EA	\$43.50	15	\$ 652.50
	Flying Cross Fechheimer # 46W6691, or Equal	Flying Cross	46W6691	M	EA	\$43.50	15	\$ 652.50
	Color: Slate Grey or Equal Grey Tone			L	EA	\$43.50	30	\$ 1,305.00
				XL	EA	\$43.50	35	\$ 1,522.50
				2XL	EA	\$52.50	35	\$ 1,837.50
				3XL	EA	\$52.50	15	\$ 787.50
3.1.6	Class A, Women's Long Sleeve Shirt			S	EA	\$43.50	1	\$ 43.50
	Flying Cross # 102W66, or Equal	Flying Cross	102W6691	M	EA	\$43.50	1	\$ 43.50
	Color: Slate Grey or Equal Grey Tone			L	EA	\$43.50	1	\$ 43.50
				XL	EA	\$43.50	1	\$ 43.50

Exhibit "A"  
Pricing Page  
Public Service Commission Transportation Enforcement Uniforms

Item	Item Description	Manufacturer for "or equal bids"	Manufacturer's Item Number for "or equal bids"	Size	Unit of Measure	Unit Price	Estimated Annual Use	Extended Price
				2XL	EA	\$52.50	1	\$ 52.50
3.1.7	Class B, Men's Tactical Duty Polo Short Sleeve Shirt			S	EA	\$36.50	25	\$ 912.50
	5.11 Tactical # 71182, or Equal	5.11	71182	M	EA	\$36.50	25	\$ 912.50
	3.1.7.1 Vendor should provide 5 solid colors. Must provide black and navy.			L	EA	\$36.50	40	\$ 1,460.00
	Note colors below:			XL	EA	\$36.50	40	\$ 1,460.00
				2XL	EA	\$36.50	20	\$ 730.00
				3XL	EA	\$42.00	10	\$ 420.00
3.1.8	Class B, Women's Tactical Duty Polo Short Sleeve Shirt			S	EA	\$36.50	1	\$ 36.50
	5.11 Tactical # 61166, or Equal	5.11	61166	M	EA	\$36.50	1	\$ 36.50
	3.1.8.1 Vendor should provide 5 solid colors. Must provide black and navy.			L	EA	\$36.50	1	\$ 36.50
	Note colors below:			XL	EA	\$36.50	1	\$ 36.50
				2XL	EA	\$42.00	1	\$ 42.00
3.1.9	Class B, Men's Tactical Duty Polo Long Sleeve Shirt			S	EA	\$41.50	25	\$ 1,037.50
	5.11 Tactical # 72360, or Equal	5.11	72360	M	EA	\$41.50	25	\$ 1,037.50
	3.1.9.1 Vendor should provide 5 solid colors. Must provide black and navy.			L	EA	\$41.50	40	\$ 1,660.00
	Note colors below:			XL	EA	\$41.50	40	\$ 1,660.00
				2XL	EA	\$41.50	20	\$ 830.00
				3XL	EA	\$47.00	10	\$ 470.00
3.1.10	Class B, Women's Tactical Duty Polo Long Sleeve Shirt			S	EA	\$34.00	1	\$ 34.00
	Tru-Spec # C8285, or Equal	Tru Spec	C8285	M	EA	\$34.00	1	\$ 34.00
	3.1.10.1 Vendor should provide 5 solid colors. Must provide black and navy.			L	EA	\$34.00	1	\$ 34.00
	Note colors below:			XL	EA	\$34.00	1	\$ 34.00
				2XL	EA	\$34.00	1	\$ 34.00
3.1.11	Class B, Men's Tactical Duty Pants			28	EA	\$42.00	5	\$ 210.00
	5.11 Tactical # 74251, or Equal	5.11	74251	30	EA	\$42.00	5	\$ 210.00
	Colors: Black, Beige, Tan, Khaki, Navy			32	EA	\$42.00	5	\$ 210.00
				34	EA	\$42.00	25	\$ 1,050.00
				36	EA	\$42.00	25	\$ 1,050.00
				38	EA	\$42.00	40	\$ 1,680.00
				40	EA	\$42.00	30	\$ 1,260.00
				42	EA	\$42.00	30	\$ 1,260.00
				44	EA	\$45.00	30	\$ 1,350.00
				46	EA	\$45.00	5	\$ 225.00
				48	EA	\$45.00	5	\$ 225.00
				50	EA	\$45.00	5	\$ 225.00
				52	EA	\$45.00	5	\$ 225.00
				54	EA	\$45.00	5	\$ 225.00
3.1.12	Class B, Women's Tactical Duty Pants			2	EA	\$42.00	1	\$ 42.00
	5.11 Tactical # 64358, or Equal			4	EA	\$42.00	1	\$ 42.00
	Colors: Black, Khaki, Navy	5.11	64358	6	EA	\$42.00	1	\$ 42.00
				8	EA	\$42.00	1	\$ 42.00
				10	EA	\$42.00	1	\$ 42.00
				12	EA	\$42.00	1	\$ 42.00
				14	EA	\$42.00	1	\$ 42.00
				16	EA	\$42.00	1	\$ 42.00
				18	EA	\$42.00	1	\$ 42.00
				20	EA	\$42.00	1	\$ 42.00

Exhibit "A"  
Pricing Page  
Public Service Commission Transportation Enforcement Uniforms

Item	Item Description	Manufacturer for "or equal bids"	Manufacturer's Item Number for "or equal bids"	Size	Unit of Measure	Unit Price	Estimated Annual Use	Extended Price
3.1.13	Class B, Men's Tactical Duty Long Sleeve Shirt	5.11	72175	S	EA	\$47.00	25	\$ 1,175.00
	M			EA	\$47.00	25	\$ 1,175.00	
	Colors: Black, Navy			L	EA	\$47.00	40	\$ 1,880.00
				XL	EA	\$47.00	40	\$ 1,880.00
				2XL	EA	\$47.00	20	\$ 940.00
				3XL	EA	\$54.00	10	\$ 540.00
			4XL	EA	\$54.00	5	\$ 270.00	
3.1.14	Class B, Women's Tactical Duty Long Sleeve Shirt			S	EA	\$47.00	1	\$ 47.00
	M			EA	\$47.00	1	\$ 47.00	
	Colors: Black, Navy			L	EA	\$47.00	1	\$ 47.00
				XL	EA	\$47.00	1	\$ 47.00
				2XL	EA	\$47.00	1	\$ 47.00
3.1.15	Under Armour ColdGear Infrared Tactical Mock			<b>Men's</b>				
	MEN'S Under Armour # 1244393, or Equal			S	EA	\$43.00	2	\$ 86.00
	3.1.15.1 Color: Black			M	EA	\$43.00	2	\$ 86.00
				L	EA	\$43.00	10	\$ 430.00
				XL	EA	\$43.00	10	\$ 430.00
				2XL	EA	\$43.00	10	\$ 430.00
				3XL	EA	\$43.00	2	\$ 86.00
				<b>Women's</b>				
	WOMEN'S Under Armour # 1244396, or equal			XS	EA	\$43.00	1	\$ 43.00
	3.1.15.1 Color: Black			S	EA	\$43.00	1	\$ 43.00
				M	EA	\$43.00	1	\$ 43.00
				L	EA	\$43.00	1	\$ 43.00
				XL	EA	\$43.00	1	\$ 43.00
	3.1.16			Under Armour HeatGear Compression T-Shirt			<b>Men's</b>	
MEN'S Under Armour # 1216007, or equal		S	EA	\$19.50			2	\$ 39.00
3.1.16.1 Colors: Black, White		M	EA	\$19.50			2	\$ 39.00
		L	EA	\$19.50			10	\$ 195.00
		XL	EA	\$19.50			10	\$ 195.00
		2XL	EA	\$19.50			10	\$ 195.00
		3XL	EA	\$19.50			2	\$ 39.00
		<b>Women's</b>						
WOMEN'S Under Armour # 1235253, or equal		XS	EA	\$19.50			1	\$ 19.50
3.1.16.1 Colors: Black, White		S	EA	\$19.50			1	\$ 19.50
		M	EA	\$19.50			1	\$ 19.50
	L	EA	\$19.50	1	\$ 19.50			
	XL	EA	\$19.50	1	\$ 19.50			
3.1.17	Under Armour ColdGear Infrared Fitted Leggings			<b>Men's</b>				
	MEN'S Under Armour # 1244395, or Equal			S	EA	\$43.00	2	\$ 86.00
	3.1.17.1 Color : Black			M	EA	\$43.00	2	\$ 86.00
				L	EA	\$43.00	10	\$ 430.00
				XL	EA	\$43.00	10	\$ 430.00
				2XL	EA	\$43.00	10	\$ 430.00
				3XL	EA	\$43.00	2	\$ 86.00
				<b>Women's</b>				
	WOMEN'S Under Armour # 1244398, or equal			XS	EA	\$43.00	1	\$ 43.00
	3.1.17.1 Color: Black			S	EA	\$43.00	1	\$ 43.00
				M	EA	\$43.00	1	\$ 43.00
	L	EA	\$43.00	1	\$ 43.00			
	XL	EA	\$43.00	1	\$ 43.00			
3.1.18	Men's Tactical Pursuit Work Oxford Shoe			7-7.5	EA	\$90.00	2	\$ 180.00

Exhibit "A"  
Pricing Page  
Public Service Commission Transportation Enforcement Uniforms

Item	Item Description	Manufacturer for "or equal bids"	Manufacturer's Item Number for "or equal bids"	Size	Unit of Measure	Unit Price	Estimated Annual Use	Extended Price
	Colors: Brown, Black			8-8.5	EA	\$90.00	5	\$ 450.00
		5.11		9-9.5	EA	\$90.00	5	\$ 450.00
				10-10.5	EA	\$90.00	15	\$ 1,350.00
				11-11.5	EA	\$90.00	9	\$ 810.00
				12-12.5	EA	\$90.00	3	\$ 270.00
				13-13.5	EA	\$90.00	5	\$ 450.00
				14-14.5	EA	\$90.00	2	\$ 180.00
				15	EA	\$90.00	1	\$ 90.00
3.1.19	Men's Insulated Waterproof Steel Toe Boot			7-7.5	EA	\$185.00	5	\$ 925.00
	Colors : Brown, Black	Wolverine (Brown)	3295	8-8.5	EA	\$185.00	5	\$ 925.00
		5.11 (Black)	12354-019	9-9.5	EA	\$185.00	5	\$ 925.00
				10-10.5	EA	\$185.00	5	\$ 925.00
				11-11.5	EA	\$185.00	5	\$ 925.00
				12-12.5	EA	\$185.00	1	\$ 185.00
				13-13.5	EA	\$185.00	1	\$ 185.00
				14-14.5	EA	\$185.00	1	\$ 185.00
				15	EA	\$185.00	1	\$ 185.00
3.1.20	Men's Waterproof Boot			7-7.5	EA	\$120.00	5	\$ 600.00
	Colors : Brown, Black	5.11 (Black)	12004	8-8.5	EA	\$120.00	5	\$ 600.00
				9-9.5	EA	\$120.00	5	\$ 600.00
				10-10.5	EA	\$120.00	5	\$ 600.00
				11-11.5	EA	\$120.00	5	\$ 600.00
		5.11 (Brown and Black) 12341- Brown 12340- Black \$194.50		12-12.5	EA	\$120.00	1	\$ 120.00
				13-13.5	EA	\$120.00	1	\$ 120.00
				14-14.5	EA	\$120.00	1	\$ 120.00
				15	EA	\$120.00	1	\$ 120.00
3.1.21	Men's Waterproof Tactical Duty Boot			7-7.5	EA	\$299.00	2	\$ 598.00
	Danner Acadia # 21210, or Equal Color : Black	Danner	21210	8-8.5	EA	\$299.00	5	\$ 1,495.00
				9-9.5	EA	\$299.00	5	\$ 1,495.00
				10-10.5	EA	\$299.00	15	\$ 4,485.00
				11-11.5	EA	\$299.00	9	\$ 2,691.00
				12-12.5	EA	\$299.00	3	\$ 897.00
				13-13.5	EA	\$299.00	5	\$ 1,495.00
				14-14.5	EA	\$299.00	2	\$ 598.00
				15	EA	\$299.00	1	\$ 299.00
3.1.22	Men's Belted Chukka Boot			7-7.5	EA	\$135.50	2	\$ 271.00
	Bates Lites # 0083, or Equal Color : Black	Bates	83	8-8.5	EA	\$135.50	5	\$ 677.50
				9-9.5	EA	\$135.50	5	\$ 677.50
				10-10.5	EA	\$135.50	15	\$ 2,032.50
				11-11.5	EA	\$135.50	9	\$ 1,219.50
				12-12.5	EA	\$135.50	3	\$ 406.50
				13-13.5	EA	\$135.50	5	\$ 677.50
				14-14.5	EA	\$135.50	2	\$ 271.00
				15	EA	\$135.50	1	\$ 135.50
3.1.23	Men's Oxford Shoe			7-7.5	EA	\$125.00	5	\$ 625.00
	Bates DuraShock # 0112, or Equal Color : Black	Bates	112	8-8.5	EA	\$125.00	5	\$ 625.00
				9-9.5	EA	\$125.00	5	\$ 625.00
				10-10.5	EA	\$125.00	5	\$ 625.00
				11-11.5	EA	\$125.00	5	\$ 625.00
				12-12.5	EA	\$125.00	1	\$ 125.00
				13-13.5	EA	\$125.00	1	\$ 125.00
				14-14.5	EA	\$125.00	1	\$ 125.00
				15	EA	\$125.00	1	\$ 125.00
3.1.24	Women's Waterproof Tactical Duty Boot			6-6.5	EA	\$299.00	1	\$ 299.00
	Danner Acadia # 69210, or Equal Color : Black	Danner	69210W	7-7.5	EA	\$299.00	1	\$ 299.00
				8-8.5	EA	\$299.00	1	\$ 299.00
				9-9.5	EA	\$299.00	1	\$ 299.00
				10-10.5	EA	\$299.00	1	\$ 299.00
				11	EA	\$299.00	1	\$ 299.00

Exhibit "A"  
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Public Service Commission Transportation Enforcement Uniforms

Item	Item Description	Manufacturer for "or equal bids"	Manufacturer's item Number for "or equal bids"	Size	Unit of Measure	Unit Price	Estimated Annual Use	Extended Price
3.1.25	Women's Steel Toe Boot			6-6.5	EA	\$154.99	1	\$ 154.99
				7-7.5	EA	\$154.99	1	\$ 154.99
	Color : Black	5.11	12145-019	8-8.5	EA	\$154.99	1	\$ 154.99
				9-9.5	EA	\$154.99	1	\$ 154.99
				10-10.5	EA	\$154.99	1	\$ 154.99
				11	EA	\$154.99	1	\$ 154.99
3.1.26	Women's Oxford Shoe			6-6.5	EA	\$47.00	1	\$ 47.00
				7-7.5	EA	\$47.00	1	\$ 47.00
	Color's : Black			8-8.5	EA	\$47.00	1	\$ 47.00
		Galls	G112	9-9.5	EA	\$47.00	1	\$ 47.00
				10-10.5	EA	\$47.00	1	\$ 47.00
				11	EA	\$47.00	1	\$ 47.00
3.1.27	Six (6) Panel Low Profile Ball Cap Color : Black	5.11	89260	One size	EA	\$7.50	50	\$ 375.00
3.1.28	Felt Campaign Hat Round Length. Color : Black	Stratton	F40BK	S	EA	\$110.00	1	\$ 110.00
				M	EA	\$110.00	5	\$ 550.00
				L	EA	\$110.00	5	\$ 550.00
				XL	EA	\$110.00	5	\$ 550.00
3.1.29	Waterproof Duty Jackets			S	EA	\$115.00	5	\$ 575.00
	Flying Cross # 59130WP, or Equal Colors : Black, Navy	Fechheimer	59130WP(NV) 59131WP (Blk)	M	EA	\$115.00	10	\$ 1,150.00
				L	EA	\$115.00	10	\$ 1,150.00
				XL	EA	\$115.00	10	\$ 1,150.00
	5.11 Tactical # 48017, or equal Colors : Black, Navy			2XL	EA	\$138.00	10	\$ 1,380.00
				3XL	EA	\$138.00	10	\$ 1,380.00
				4XL	EA	\$138.00	2	\$ 276.00
	3.1.29.1 Shall provide two options. Note items:	**48017 Price is \$205.00** Please Specify which Brand						
3.1.30	High Visibility Traffic Vest			S	EA	\$55.00	5	\$ 275.00
		Fechheimer	71510	M	EA	\$55.00	5	\$ 275.00
	Colors : High Visibility Lime Green or yellow			L	EA	\$55.00	5	\$ 275.00
	Note color: Hi-Viz			XL	EA	\$55.00	5	\$ 275.00
				2XL	EA	\$66.00	5	\$ 330.00
				3XL	EA	\$66.00	5	\$ 330.00
3.1.31	High Visibility Rain Jacket			S	EA	\$44.00	5	\$ 220.00
				M	EA	\$44.00	5	\$ 220.00
	Colors : High Visibility Lime Green or yellow	Neese	9100	L	EA	\$44.00	5	\$ 220.00
	Note color:			XL	EA	\$44.00	5	\$ 220.00
				2XL	EA	\$47.00	5	\$ 235.00
				3XL	EA	\$47.00	5	\$ 235.00
				4XL	EA	\$47.00	2	\$ 94.00
3.1.32	Leather Duty Belt 2 1/4" wide Color : Black			28	EA	\$63.00	1	\$ 63.00
				30	EA	\$63.00	1	\$ 63.00
				32	EA	\$63.00	1	\$ 63.00
				34	EA	\$63.00	5	\$ 315.00
		Boston	6504-1	36	EA	\$63.00	5	\$ 315.00
				38	EA	\$63.00	8	\$ 504.00
				40	EA	\$63.00	6	\$ 378.00
				42	EA	\$63.00	10	\$ 630.00
				44	EA	\$63.00	10	\$ 630.00
				46	EA	\$69.00	1	\$ 69.00
				48	EA	\$69.00	1	\$ 69.00
				50	EA	\$69.00	1	\$ 69.00
				52	EA	\$69.00	1	\$ 69.00
3.1.33	Leather Belt Keeps With Snaps				EA	\$11.50	20	\$ 230.00



Exhibit "A"  
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Public Service Commission Transportation Enforcement Uniforms

Item	Item Description	Manufacturer for "or equal bids"	Manufacturer's Item Number for "or equal bids"	Size	Unit of Measure	Unit Price	Estimated Annual Use	Extended Price
	Must fit duty belt 2 1/4" wide. Minimum four per pack. Color : Black	Boston	5456-1					
3.1.34	Tactical Leather Casual Belt Minimum 1.5" wide. Colors : Black, Brown			28	EA	\$19.50	1	\$ 19.50
				30	EA	\$19.50	1	\$ 19.50
				32	EA	\$19.50	1	\$ 19.50
				34	EA	\$19.50	5	\$ 97.50
		Boston	6582-1	36	EA	\$19.50	5	\$ 97.50
				38	EA	\$19.50	8	\$ 156.00
				40	EA	\$19.50	6	\$ 117.00
				42	EA	\$19.50	10	\$ 195.00
				44	EA	\$19.50	10	\$ 195.00
				46	EA	\$23.50	1	\$ 23.50
				48	EA	\$23.50	1	\$ 23.50
				50	EA	\$23.50	1	\$ 23.50
				52	EA	\$23.50	1	\$ 23.50
3.1.35	Clip On Tie 3" wide. Color : Black	S.Broome	90010 90010 90043 90043	Short Regular Long X-long	EA EA EA EA	\$4.99 \$4.99 \$4.99 \$4.99	5 5 5 5	\$ 24.95 \$ 24.95 \$ 24.95 \$ 24.95
3.1.36	Tactical Winter Gloves Color : Black							
	Men's sizes	5.11	59344	Men's S M L XL 2XL	EA EA EA EA EA	\$44.50 \$44.50 \$44.50 \$44.50 \$44.50	5 5 5 5 5	\$ 222.50 \$ 222.50 \$ 222.50 \$ 222.50 \$ 222.50
	Women's Sizes	5.11	59344W	Women's S M L XL	EA EA EA EA	\$44.50 \$44.50 \$44.50 \$44.50	1 1 1 1	\$ 44.50 \$ 44.50 \$ 44.50 \$ 44.50
3.1.37	Police Search Gloves Colors : Black			Men's S M L XL 2XL	EA EA EA EA EA	\$29.00 \$29.00 \$29.00 \$29.00 \$29.00	5 5 5 5 5	\$ 145.00 \$ 145.00 \$ 145.00 \$ 145.00 \$ 145.00
	Men's sizes	Hatch						
	Women's Sizes			Women's S M L XL	EA EA EA EA	\$29.00 \$29.00 \$29.00 \$29.00	1 1 1 1	\$ 29.00 \$ 29.00 \$ 29.00 \$ 29.00
3.1.38	Hearing Protection		1010421		EA	\$8.15	10	\$ 81.50
3.1.39	Body Armor Point Blank Body Armor # Elite, or equal	Point Blank Elite	Level II	S M	EA EA	\$719.00 \$719.00	5 5	\$ 3,595.00 \$ 3,595.00
	3.1.39.1 Must comply with National Institute of Justice 0101.06 Level II and IIIA Ballistic Resistance body armor standards.	***Level III-A \$822.00***		L XL	EA EA	\$719.00 \$719.00	10 5	\$ 7,190.00 \$ 3,595.00
3.1.40	Shooting Safety Glasses Colors : Clear Lens, Tinted Lens	Kimberly Clark	EW514	One size	EA	\$11.75	10	\$ 117.50
3.1.41	Double Magazine Pouch Fits .45 caliber double magazines. Colors : Black Plain Finish	Boston	5602-1		EA	\$29.50	10	\$ 295.00
3.1.42	Standard Handcuff Case Colors : Black Plain Finish	Boston	5517-1		EA	\$26.50	10	\$ 265.00

Exhibit "A"  
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Public Service Commission Transportation: Enforcement Uniforms

Item	Item Description	Manufacturer for "or equal bids"	Manufacturer's Item Number for "or equal bids"	Size	Unit of Measure	Unit Price	Estimated Annual Use	Extended Price
3.1.43	Universal Handcuff Keys	Zak Tool	ZT9		EA	\$6.00	5	\$ 30.00
3.1.44	Handcuffs Smith and Wesson Model 100 # 350103, or Equal Colors : Nickel Finish	Smith & Wesson	350103		EA	\$27.00	10	\$ 270.00
3.1.45	Expandable Baton Holder Colors : Black Plain Finish	ASP	52432		EA	\$34.00	10	\$ 340.00
3.1.46	Expandable Baton ASP # 52411, or Equal Colors : Black	ASP	52411		EA	\$105.00	10	\$ 1,050.00
3.1.47	Weapon Holster Gould and Goodrich Gold Line # B807-G20, or Equal Colors : Black Plain Finish	G&G	B807-G20		EA	\$83.00	10	\$ 830.00
3.1.48	Mourning Bands Colors : Black	WVU	Mourning Band		EA	\$5.00	5	\$ 25.00
3.1.49	Brass Name Tags Colors : Silver Plated Shiny Finish, Brass/Gold Shiny Finish	Blackinton	J1-S	Silver	EA	\$10.50	10	\$ 105.00
			J1-G	Brass / Gold	EA	\$11.50	10	\$ 115.00
3.1.50	Campaign Hat Rain Cover Colors : Clear, Black	Neese	447Bk		EA	\$10.00	10	\$ 100.00
3.1.51	Eagle Hat Badge Colors : Gold Hat Badges, Silver Hat Badges	Blackinton	B38-G	Gold	EA	\$53.00	10	\$ 530.00
			B38-S	Silver	EA	\$55.00	10	\$ 550.00
3.1.52	Watch Cap (Beanie) Colors : Black	Sanmar	CP91	One size	EA	\$7.00	40	\$ 280.00
3.1.53	Patches 4"x4"	Hero's Pride		Sewn on 4"x4"	EA	\$3.00	500	\$ 1,500.00
				Sewn or Embroidered 2"x2"	EA	\$3.00	25	\$ 75.00
<b>Total Bid Amount</b>								<b>#####</b>

# 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**,
- 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: ASR - WV Uniforms

Signed: 

Date: 03/24/16

Title: GM

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

# 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 exceed 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.

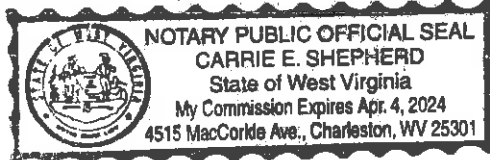
**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: ASR - WV uniforms  
Authorized Signature: [Signature] Date: 03/24/14

State of West Virginia  
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 24<sup>th</sup> day of March, 2014  
My Commission expires April 4<sup>th</sup>, 2021

**AFFIX SEAL HERE**



**NOTARY PUBLIC** [Signature]