



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

# Request for Quotation

RFQ NUMBER
58100005

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

*Don Berkowitz*  
*S&H Uniforms, Inc.*  
*One Aqueduct Road*  
*White Plains, N.Y. 10606*

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2010				

BID OPENING DATE: 03/10/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				800-86		\$209,249.95
PROVIDE WORK FOOTWARE  OPEN END CONTRACT  TO PROVIDE A CATALOG BASED BID FOR VARIOUS TYPES AND STYLES OF WORK BOOTS FOR MALE AND FEMALE EMPLOYEES OF THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.  THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.  WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH THE CLOSE OF BUSINESS (5:00 PM, EST) THURSDAY, 03/04/2010.  SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST. E. CHARLESTON, WV 25305  QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL						

RECEIVED  
 2010 MAR -8 PM 12:10  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Daniel A. Babney</i>	914-937-6860	3/4/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Sales</i>	132648621	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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RFQ NUMBER
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PAGE
2

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

*Same*

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2010				

BID OPENING DATE: 03/10/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>E-MAIL: MICHAEL.D.AUSTIN@WV.GOV            FAX: 304-558-4115</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Daniel A. Beck</i>	914-937-6800	3/4/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales	132648621	

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



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VENDOR

*Same*

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	(1) YEAR PERIODS.					
	<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Samuel A. Berkey</i>	914-937-6800	3/4/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales	132648621	

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

*Same*

SHIP TO

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.

REV. 05/26/2009

EXHIBIT 10

REQUISITION NO.: *58100005*

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

- NO. 1 .....
- NO. 2 .....
- NO. 3 .....
- NO. 4 .....
- NO. 5 .....

*JAB*

*ok all*  
*Daniel A. Berling*

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Daniel A. Berling</i>	TELEPHONE 714-937-6800	DATE 3/4/10
TITLE Sales	ADDRESS CHANGES TO BE NOTED ABOVE	

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



State of West Virginia  
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LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>..... Daniel A. Beatty .....</i>            SIGNATURE  <i>..... S.J.H. Uniforms &amp; Footwear .....</i>            COMPANY  <i>..... 3/4/10 .....</i>            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Daniel A. Beatty</i>	914-931-6800	3/10/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Sales</i>	132648621	

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



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### Request for Quotation

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

VENDOR

RFQ COPY  
TYPE NAME/ADDRESS HERE

*Same*

SHIP TO

DIVISION OF HIGHWAYS  
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 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2010				

BID OPENING DATE: 03/10/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>MANNER.            REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 58100005</p> <p>BID OPENING DATE: <i>3/10/10</i></p> <p>BID OPENING TIME: <i>1:30pm</i></p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;"><i>914-937-0241</i></p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE <i>David A. Belmont</i>	TELEPHONE 914-937-6800	DATE <del>3/10/10</del> 3/01/10
TITLE Sales	FEIN 132648621	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

*Slime*

SHIP TO

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02/23/2010				

BID OPENING DATE: 03/10/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
<i>Don Berkowitz</i>						
***** THIS IS THE END OF RFQ 58100005 ***** TOTAL:						<u>\$209,249.15</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Don Berkowitz</i>	TELEPHONE 914-937-6800	DATE 3/4/10
TITLE Sales	FAX 132648621	ADDRESS CHANGES TO BE NOTED ABOVE

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



S&H Uniforms and Footwear  
 West Virginia - Division of Highways  
 Safety Shoe Program

<u>Item #</u>	<u>Brand</u>	<u>Style</u>	<u>Quantity</u>	<u>Catalog List Price</u>	<u>Discount %</u>	<u>Discounted List Price</u>	<u>Total</u>
1	Wolverine	W01041	925	\$104.98	33.0%	\$70.34	\$65,061.36
2	Carolina	CA8506	100	\$99.98	38.0%	\$61.99	\$6,198.76
3	Wolverine	W04779	520	\$119.98	33.0%	\$80.39	\$41,801.03
4	Thorogood	804-4900	520	\$117.98	40.0%	\$70.79	\$36,809.76
5	Carhartt	3708	25	\$124.98	40.0%	\$74.99	\$1,874.70
6	Wolverine	W03936	295	\$134.98	33.0%	\$90.44	\$26,678.80
7	Thorogood	834-6086	540	\$76.98	40.0%	\$46.19	\$24,941.52
8	Thorogood	804-6191	25	\$101.98	40.0%	\$61.19	\$1,529.70
9	Wolverine	W03682	50	\$129.98	33.0%	\$87.09	\$4,354.33
<b>Total</b>							<b>\$209,249.95</b>

BID FORM - WV DIVISION OF HIGHWAYS WORK BOOT CONTRACT

A	B	C	D	E	F	G	H
Item #	Product Description	Quantity	Catalog List Price	Discount %	Discounted List Price	Total	Manufacturer & Style
1	6" Men's Waterproof Soft Toe Work Boot with Briar oiled water proof leather; leather Dri Lex lining; thinsulate ultra insulation; Flexwell insole; removable cushion orthotic; soft leather padded collar. Chippewa Style CGCW72125 or equal.	925	\$104.98	33%	\$70.34	\$65,001.26	Wolverine WO1041
2	6" Men's Waterproof Steel Toe Work Boot with full grain leather upper & padded collar; hyper-dri barrier; ASTM certified steel toe. LaCrosse 4X Series 460002 or equal.	100	\$99.98	38%	\$64.19	\$6,198.76	Carolina CA 8506
3	8" Men's Protective Toe Work Boot with waterproof split suede & 1,000-denier Cordura nylon uppers; GORE-TEX liner; 600-gram Thinsulate insulation. Wolverine Style XK-812179 or equal.	520	\$119.98	33%	\$80.39	\$44,801.03	Wolverine XK-812179 = WO 4779
4	6" Men's Composite Toe Work Boot with full grain, waterproof leather upper lined with GORE-TEX membrane; SEMC safety toe. Wolverine Style XK-811922 or equal.	520	\$117.98	40%	\$70.79	\$36,809.76	Thorogood 804-49001
5	8" Men's Electrical Hazard Work Boot with full grain leather; impact resistant polyurethane foot bed; heavy stitched Direct Attach Welt construction; slip resistant soles. Carhartt Style 3708 or equal.	25	\$124.98	40%	\$74.99	\$1,874.70	Carhartt 3708
6	8" Women's Soft Toe Insulated Waterproof Work Boot with full grain leather uppers; Gore-Tex waterproof lining. Big Horn Wolverine W03936 or equal.	295	\$134.98	33%	\$90.44	\$26,678.80	Wolverine WO3936
7	6" Women's Soft Toe Work Boot with full grain leather upper; moisture channeling spacer mesh comfort lining; nylon diffusion shank; anti-microbial lining; oil & slip resistant rubber sole. Timberland Pro Titan work boot or equal.	540	\$76.98	40%	\$46.19	\$24,941.52	Thorogood 834-6088
8	6" Women's Electrical Hazard Work Boot with full grain leather upper; non-metallic shank; direct attach construction; removable polyurethane foot bed; oil resistant sole. Carhartt 3763 or equal.	25	\$101.98	40%	\$61.19	\$1,529.70	Thorogood 804-36191

BID FORM - WV DIVISION OF HIGHWAYS WORK BOOT CONTRACT

A	B	C	D	E	F	G	H
Item #	Product Description	Quantity	Catalog List Price	Discount %	Discounted List Price	Total	Manufacturer & Style
9	6" Women's Water Proof Steel Toe Work boot with full grain leather uppers; Dri-Lex lining; fiberglass shank; removable full cushion dual-density polymer foot bed; polyurethane midsole & outsole; direct attach construction. Wolverine Dura shock Work Boot W03682 or equal.	50	\$29.98	33%	\$19.79	\$989.50	Wolverine W03682
10	Subtotal	3,000				\$209,249.95	
	Sizing Plates	15	0			\$	
	GRAND TOTAL					\$209,249.95	

Other Manufacturers Offered :

- Wolverine
- CAROLINA
- THORGOOD
- CARHETT

Discount  
33%  
38%  
40%  
40%

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

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

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

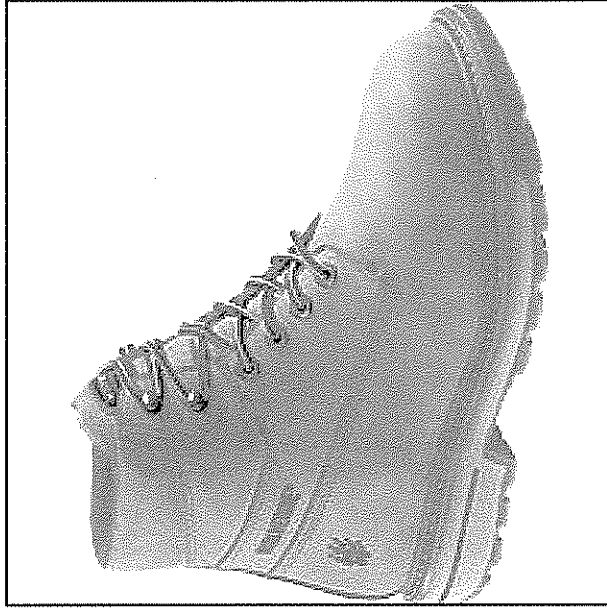
S&H Uniform Corp  
Vendor Name

Address: S&H Uniform Corp.  
1 Aqueduct Rd  
White Plains, NY 10606

By: Dan Berkowitz

Item #1

**Wolverine® Waterproof 400 Grams  
Thinsulate™ 6" Boot**



**Description:**

- Waterproof
- Soft-Toe
- Insulated

Waterproof Nubuck leather upper. 400-gram Thinsulate™ Ultra Insulation adds warmth. Permanent direct-attach molding seals out water. Mesh lining. Removable full-cushion footbed. Tough, lightweight polyurethane midsole. Lightweight nylon shank fights fatigue.

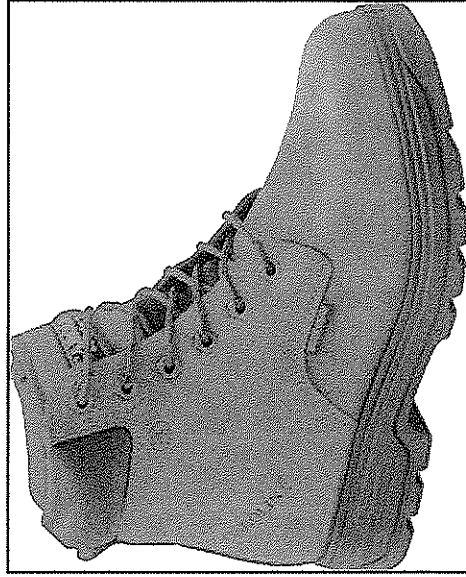
**LIST PRICE:**

**\$104.98**

**Style: W01041**

Item #2

## Carolina® 6" Waterproof Work Boot



**Description:**

- Waterproof
- Steel Toe
- Electrical Hazard Rated

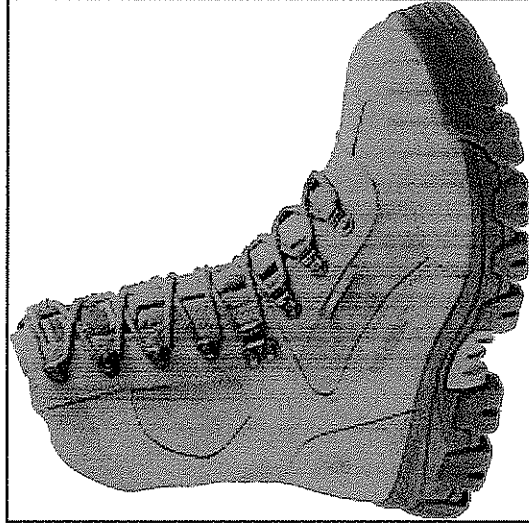
Brown Crazy Horse Leather Upper  
100% Waterproof Membrane  
Taibrelle Lined  
Polyurethane Midsole  
Removable AG7™ Polyurethane Footbed  
Non-Metallic Shank  
Direct Attach Construction  
Oil Resistant TPU Outsole  
Heel Height: 1 inch

**LIST PRICE:**  
**\$99.98**

Style: CA8506

Item #3

**Big Bison Wolverine® GORE-TEX®  
Insulated Steel-Toe Waterproof 8" Boot**



**Description:**

- Electrical Hazard
- Steel Toe
- Waterproof
- Insulated

Split-suede and tough 1000-denier Cordura® nylon upper. Breathable GORE-TEX® waterproof membrane lining. 600-gram Thinsulate™ Ultra Insulation adds warmth. Removable full-cushion footbed. Rubber lug outsole. Cement construction. Lightweight nylon shank fights fatigue. Steel toe rated ASTM F2413-05 M I/75 C/75 EH.

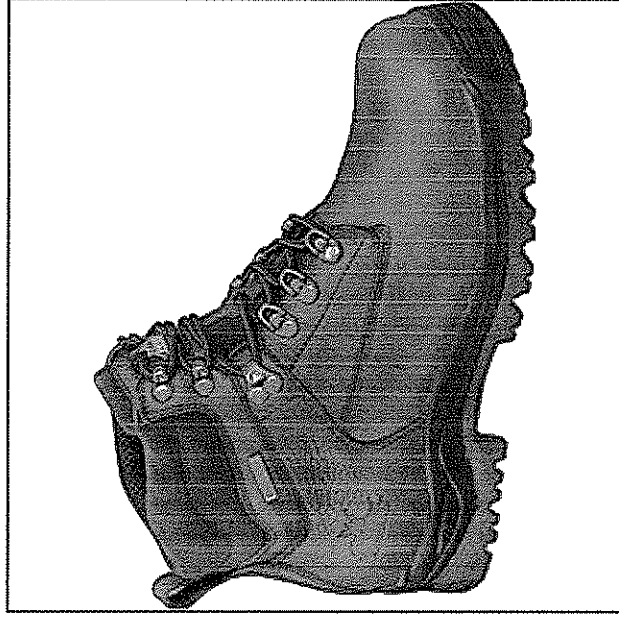
**LIST PRICE:**

**\$119.98**

**Style: W04779**

Item #4

**Thorogood ® Waterproof Hiker with  
"Oblique" Composite Toe**



**Description:**

- Safety Toe
- Electrical Hazard
- Electric Shock Resistance
- Slip Resisting
- Waterproof

Waterproof Nubuck leather upper. 400-gram Thinsulate™ Ultra Insulation adds warmth. Permanent direct-attach molding seals out water. Mesh lining. Removable full-cushion footbed. Tough, lightweight polyurethane midsole. Lightweight nylon shank fights fatigue.

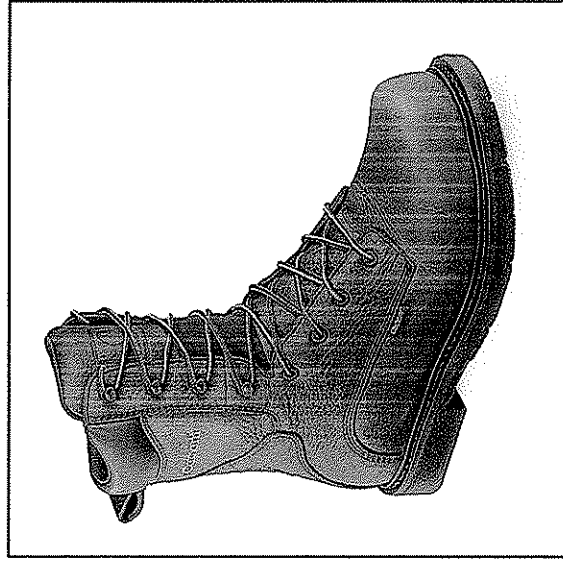
**LIST PRICE:**

**\$117.98**

**Style: 804-4900**

Item #5

**Carhartt® Men's 8" Work Boot**



**Description:**

- Steel Toe
- ASTM/Electrical Hazard rated
- Oil resistant and slip resistant sole

8" work boot is designed with a full grain leather upper, Dri-Lex® lining to move moisture away from the foot and oil resistant and slip resistant sole. EH approved and ASTM rated.

**LIST PRICE:  
\$124.98**

**Style: 3708**



Item #6

**Wolverine® Big Horn Insulated  
Waterproof GORE-TEX 8" Sport Boot –  
Women's**



**Description:**

- Waterproof
- Soft Toe
- Insulated
- GORE-TEX

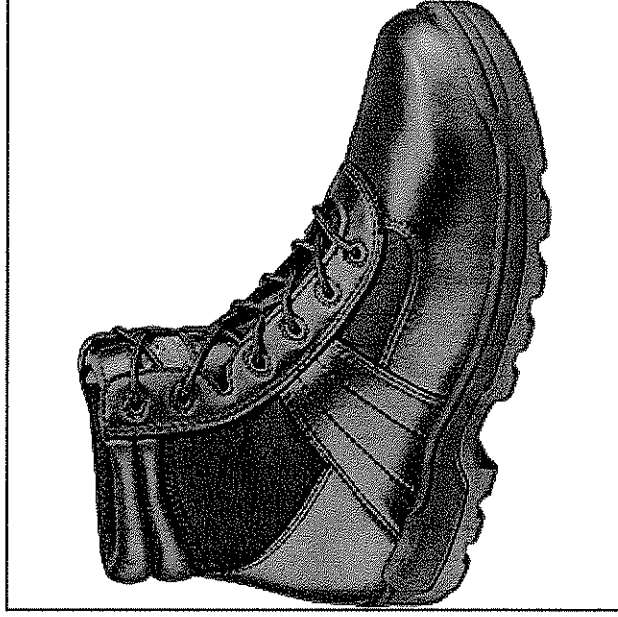
Full-grain leather with tough 1000-denier Cordura® nylon upper. Classic Goodyear welt construction is sturdy and flexible. Breathable GORE-TEX® waterproof membrane lining. 600-gram Thinsulate™ Ultra Insulation adds warmth. Full-cushion removable footbed. Rubber midsole. Lightweight nylon shank fights fatigue. Wolverine® Rubberl on outsole.

**LIST PRICE:  
\$134.98**

**Style: W03936**

Item #7

Thorogood® 6" Lace Up – Women's



**Description:**

- Non-Marking
- Slip Resisting

**Upper:** Black Full Grain Leather/Black Action Leather/1200 Denier Nylon

**Construction:** Cement

**Lining:** Two Zone Wicking Mesh

**Insole:** Removable Two Density Polyurethane "SHOCK ZONE" Footbed with Air Flow Vents

**Shank:** Composite

**Outsole:** Two Density Rubber with Integrated EVA Impact Pads

**Special Features:** Totally Non-Metallic.

**LIST PRICE:**

**\$76.98**

**Style: 834-6086**

Item #8

## Thorogood® 8" Waterproof Side Composite - Safety Toe (Women's)



**Description:**

- Safety Toe
- Blood Borne Pathogen
- Electrical Hazard
- Electric Shock Resistance
- Non-Marking
- Slip Resisting
- Waterproof

**Upper:** Black Full Grain Leather/Black Action Leather/1200 Denier Nylon

**Construction:** Cement

**Lining:** Two Zone Wicking Mesh / Thoro>diri™ WATERPROOF System, Blood Borne Pathogen Compliant.

**Insole:** Removable Two Density Polyurethane "SHOCK ZONE" Footbed with Air Flow Vents

**Shank:** Composite

**Outsole:** Two Density Rubber with Integrated EVA Impact Pads

**Special Features:** Non-Metallic Construction. ASTM F 2413-05 M/175/C/75 COMPOSITE SAFETY TOE. Electrical Hazard.

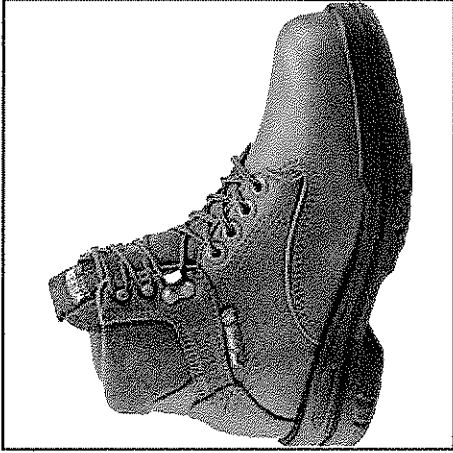
Tested For and Meets CAN/CSA-Z195 18,000 Volts Electrical Shock Resistance Standard. Heavy Duty YKK Side Zipper.

**LIST PRICE:  
\$101.98**

**Style: 804-6191**

Item #9

**Wolverine DuraShocks® Slip-Resistant  
Electrical Hazard Steel-Toe 6" Boot –  
Women's**



**Description:**

- Electrical Hazard
- Slip Resistant
- Assembled in USA

Genuine full-grain leather upper. Permanent direct-attach molding seals out water. Patented, long-lasting Dri-lex® lining wicks away sweat and keeps skin dry and comfortable. Removable double density footbed adds cushioning and stability. Tough, lightweight polyurethane midsole and outsole. Fiberglass shank stabilizes foot, weighs 75% less than steel and reduces fatigue.

**LIST PRICE:  
\$129.98**

**Style: W03682**

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Seth W. Formis

Authorized Signature: [Signature] Date: 3/4/10

State of New York

County of Rockland, to-wit:

Taken, subscribed, and sworn to before me this 4<sup>th</sup> day of March, 2010.

My Commission expires 5/5, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

JENNIFER W. [Signature]  
Notary Public, State of New York  
No. 01MA6091903  
Qualified in Westchester County  
Commission Expires 5/5/2011