



VF Imagewear, Inc.

545 Marriott Drive
Nashville, Tennessee 37214
(615) 565-5000

May 8, 2012

Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305

Ref: RFQ Number: DNR212125

Dear Sirs,

Enclosed please find the VF Imagewear response to the above referenced RFQ for the West Virginia Division of Natural Resources. We have included the Request for Quotation Form, The Bid Sheets for Parts A, B and C, the Purchasing Affidavit for the State of West Virginia and the Vendor Preference Certificate. A copy of the specification for the "product other than specified" for line A-19 is included as well. A sample of this product was sent to Mr. Samuel England at Stonewall Resort State Park in Roanoke, WV.

Please let us know if you have any questions or require any additional information. We look forward to a continuing to supply the State of West Virginia Department of Natural Resources superior garments and uniform program services.

Best regards,

A handwritten signature in black ink, appearing to read 'Lisa D. Baltz', written in a cursive style.

Lisa D. Baltz
Contract & RFP Manager

Encl.

RECEIVED

2012 MAY -9 AM 10: 27

WV PURCHASING
DIVISION



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

Request for Quotation

RFQ NUMBER
 DNR212125

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

*B19150333 615-565-5223

VENDOR TO

VF IMAGEWEAR INC
 545 MARRIOTT DRIVE
 NASHVILLE TN 37214 0995

SHIP TO

DIVISION OF NATURAL RESOURCES
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/09/2012				

BID OPENING DATE: 05/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		200-82		
					<i>Bid Totals</i>	
					<i>Part A, B + C</i>	<i>\$153,770.85</i>
<p>APPEAREL, WEARING</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PRVIDE THE AGENCY WITH UNIFORM CLOTHING FOR THE WEST VIRGINIA STATE PARKS STAFF.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/18/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF TWO (2) YEARS 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 BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Thermy J...* TELEPHONE 615-565-5000 DATE 5/8/2012

TITLE Director - Nat. Access FEIN 62-1517281 ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **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.
14. **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.html 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.
15. **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>.
16. **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, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for 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. Vendor certifies that this purchase order or 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. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



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 2

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 304-558-2316

*B19150333 615-565-5223

VENDOR

VF IMAGEWEAR INC
 545 MARRIOTT DRIVE
 NASHVILLE TN 37214 0995

SHIP TO

DIVISION OF NATURAL RESOURCES
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 04/09/2012	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 05/10/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TERMS, CONDITIONS, AND PRICING SET FORTH 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 THREE (3) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 615-565-5000	DATE 5/8/2012
TITLE Dir - Natl Accs	FEIN 62-1517281	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 615-565-5000	DATE 5/8/2012
TITLE Dir - Natl Accts	FEIN 62-1517281	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				44		
RFQ. NO.:				DNR212125		
BID OPENING DATE:				05/10/2012		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
615-882-2488						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Lisa Baltz						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 615-565-5000	DATE 5/8/2012
TITLE Dir - Nat Accts	FEIN 62-1517281	ADDRESS CHANGES TO BE NOTED ABOVE

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Bid Sheet Used for Evaluation of Part A

Item number	Description	Size	Estimated Annual Usage	Bid Price	Total
A-1	Summer Dress Trouser, Male Green	All	60	\$ 51.75	\$ 3105.00
A-2	Summer Dress Trouser, Female Green	All	8	\$ 51.75	\$ 414.00
A-3	Summer Dress Skirt, Female Green	All	1	\$ 53.75	\$ 53.75
A-4	Field Trouser, Male Green Twill	All	43	\$ 26.00	\$ 1118.00
A-5	Field Trouser, Female Green Twill	All	4	\$ 26.00	\$ 104.00
A-6	Gloves, Male Black Leather Insulated	All	7	\$ 43.85	\$ 306.95
A-7	Gloves, Female Black Leather Insulated	All	1	\$ 43.85	\$ 43.85
A-8	Winter Dress Trouser, Male Green	All	14	\$ 61.45	\$ 860.30
A-9	Winter Dress Trouser, Female Green	All	1	\$ 61.45	\$ 61.45
A-10	Winter Dress Skirt, Female Green	All	1	\$ 63.25	\$ 63.25
A-11	Socks, Unisex wigwam cool-lite pro	All	80	\$ 9.25	\$ 740.00
A-12	Socks, Unisex Black Over-The-Calf-Boot	All	168	\$ 10.15	\$ 1705.20
A-13	Tie, Unisex Black 14" Clip-on Tie	All	3	\$ 4.50	\$ 13.50
A-14	Tie, Unisex Black 17" Clip-on Tie	All	6	\$ 4.50	\$ 27.00
A-15	Tie, Unisex Black 19" Clip-on Tie	All	13	\$ 4.50	\$ 58.50
A-16	Tie, Unisex Black 18" Standard Velcro	All	3	\$ 7.50	\$ 22.50
A-17	Tie, Unisex Black 20" Standard Velcro	All	5	\$ 7.75	\$ 38.75
A-18	Sweater, Unisex Green Commando	All	3	\$ 77.50	\$ 232.50
A-19	Mock Turtleneck, Unisex Black Long Sleeve <i>Quoting Product Other Than Specified</i>	All	17	\$ 11.80	\$ 200.60

A-20	Fleece Watch Cap, Unisex Green	All	25	\$ 10.75	\$ 268.75
A-21	Trooper Cap, Unisex Green Mouton Fur	All	3	\$ 49.95	\$ 149.85
A-22	Work Pant, Male Dura Kap	All	1189	\$ 13.85	\$ 16467.65
A-23	Work Pant, Female Dura Kap	All	20	\$ 13.85	\$ 277.00
A-24	Mock Turtleneck, Unisex Brown	All	139	\$ 11.80	\$ 1640.20
A-25	Poplin Shirt, Male Tan Long Sleeve	All	304	\$ 24.40	\$ 7417.60
A-26	Poplin Shirt, Male Tan Short Sleeve	All	985	\$ 19.90	\$ 19,601.50
A-27	Poplin Shirt, Female Tan Long Sleeve	All	10	\$ 24.40	\$ 244.00
A-28	Poplin Shirt, Female Tan Short Sleeve	All	10	\$ 19.90	\$ 199.00
A-29	Fleece Watch Cap, Unisex Brown	All	20	\$ 6.90	\$ 138.00
A-30	Trooper Cap, Unisex Brown Mouton Fur	All	19	\$ 49.95	\$ 949.05
A-31	Twill Pant, Female Brown	All	82	\$ 14.85	\$ 1217.70
A-32	Poplin Work Shirt, Male Tan Long Sleeve	All	6	\$ 15.75	\$ 94.50
A-33	Poplin Work Shirt, Male Tan Short Sleeve	All	61	\$ 12.75	\$ 777.75
A-34	Poplin Work Shirt, Female Tan Long Sleeve	All	10	\$ 15.75	\$ 157.50
A-35	Poplin Work Shirt, Female Tan Short Sleeve	All	10	\$ 12.75	\$ 127.50
A-36	Polo Shirt, Unisex Tan Short Sleeve	All	260	\$ 12.65	\$ 3289.00
A-37	Smock, Female Short Sleeve	All	115	\$ 10.50	\$ 1207.50
TOTAL BID FOR PART A				\$	63,515.15

Bid Sheet Used for Evaluation of Part B

Item number	Description	Size	Estimated Annual Usage	Bid Price	Total
B-1	Raincoat, Unisex Black Reversible Full Length Unisex Reversible Raincoat	All	5	\$ 101.25	\$ 506.25
B-2	Jacket, Male Green 16 oz 55/45 P/W Elastique Ike Style Men's Service Dress Jacket	All	5	\$ 205.50	\$ 1,027.50
B-3	Jacket, Female Green 16 oz 55/45 P/W Elastique Ike Style Women's Service Dress Jacket	All	2	\$ 205.50	\$ 411.00
B-4	Jacket, Unisex Green New Generations®3 Waist Length with zip-in/out Liner Unisex New Generations Jacket	All	15	\$ 79.50	\$ 1192.50
B-5	Jacket Overshell, Unisex Green Gore-Tex Waist Length with Badge Tab Unisex Green Jacket Overshell	All	5	\$ 162.75	\$ 813.75
B-6	Parka Overshell, Unisex Green Gore-Tex Hip-Length Uninsulated Unisex Parka Overshell	All	5	\$ 189.20	\$ 1135.20
B-7	Uninsulated Hood, Unisex Green Gore-Tex Overshell Uninsulated Hood For Waist Length and Hip Length Jackets listed above	All	5	\$ 33.80	\$ 169.00
B-8	Pant, Male Green Gore-Tex Lined Rain/Wind Men's Rain/Wind Pant	All	5	\$ 118.00	\$ 590.00
B-9	Pant, Female Green Gore-Tex Lined Rain/Wind Women's Rain/Wind Pant	All	2	\$ 118.00	\$ 236.00
B-10	Jacket, Unisex Brown Lined Ike Style Unisex Brown Work Jacket	All	200	\$ 25.00	\$ 5,000.00
B-11	Jacket, Unisex Brown New Generation®3 Waist Length with Zip-in/out Liner Unisex Brown New Generation Jacket	All	100	\$ 78.50	\$ 7,850.00

B-12	Brown Duck Cloth Insulated Bib Overall	All	25	\$ 51.75	\$ 1293.75
B-13	Brown Duck Work Jacket	All	25	\$ 37.75	\$ 943.75
B-14	LS Brown Insulated Coverall	All	50	\$ 91.25	\$ 4562.50
B-15	Green Bib Overall	All	10	\$ 69.00	\$ 690.00
B-16	Green Work Coat	All	20	\$ 44.60	\$ 892.00
B-17	Green Insulated Coverall	All	10	\$ 71.25	\$ 712.50
B-18	Brown Work Jean	All	100	\$ 25.00	\$ 2,500.00
TOTAL BID FOR PART B				\$ 30,525.70	

Bid Sheet Used for Evaluation of Part C

Item number	Description	Size	Estimated Annual Usage	Bid Price	Total
C1	Men's Long Sleeve Tropical Shirt	All	60	\$ 65.00	\$ 3,900.00
C2	Men's Short Sleeve Tropical Shirt	All	100	\$ 58.00	\$ 5,800.00
C3	Women's Long Sleeve Tropical Shirt	All	10	\$ 65.00	\$ 650.00
C4	Women's Short Sleeve Tropical Shirt	All	10	\$ 58.00	\$ 580.00
C5	5.11 Tru-Spec Short Sleeve Polo Shirt	All	100	\$ 35.00	\$ 3,500.00
C6	5.11 Tru-Spec Long Sleeve Polo Shirt	All	100	\$ 40.00	\$ 4,000.00
C7	5.11 TacLite Pro Ripstop Pants	All	100	\$ 52.00	\$ 5,200.00
C8	5.11 TDU Belt	All	100	\$ 16.25	\$ 1,625.00
C9	5.11 Tactical Fleece Jacket	All	100	\$ 102.50	\$ 10,250.00
C10	5.11 1/4 Zip Job Shirt	All	100	\$ 61.00	\$ 6,100.00
C11	Propper BDU pants	All	290	\$ 35.50	\$ 10,295.00
C12	Propper BDU shorts	All	290	\$ 27.00	\$ 7,830.00
TOTAL BID FOR PART C				\$ 59,730.00	

RFQ No. DNR 212125

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 owned 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: VF Imagewear, Inc.

Authorized Signature: [Signature] Date: 5-8-12

State of TN

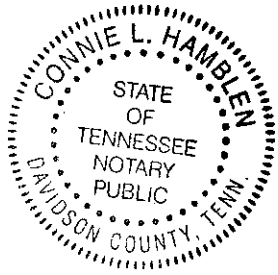
County of Davidson, to-wit:

Taken, subscribed, and sworn to before me this 8th day of May, 2012

My Commission expires Nov 4, 2013

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Not Applicable

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

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

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

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