



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
DNR210089

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF NATURAL RESOURCES
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/18/2010				

BID OPENING DATE: 03/18/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		984-36-01-003		
CLOTHING, UNIFORMS						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO ENTER INTO AN OPEN-END CONTRACT TO PROVIDE THE AGENCY WITH CLOTHING FOR UNIFORMED EMPLOYEES, PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 3/1/10 AT 3:00 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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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 and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

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



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DIVISION OF NATURAL RESOURCES
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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BID OPENING DATE: 03/18/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 (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 THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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<p>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. 05/26/2009</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>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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804-558-2316

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BID OPENING DATE: 03/18/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				44		
RFQ. NO.:				DNR210089		
BID OPENING DATE:				03/18/2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DNR210089 ***** TOTAL: _____						

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Uniform Minimum Specification Requirements

Item 1 – Cold Weather Parka w/Insulated Hood

High performance waterproof breathable fabric
Removable wind resistant fleece
Removable and stowable hood
511 Tactical Series 48001 3-in-1 or equal
Color: Black

Item 2 – Cold Weather Work Coat

12 ounce 100% cotton duck shell
Lined with 10 6 ounce body, 8 ounce sleeve quilted nylon polyester
Triple stitched main seams
Carhartt C03 Duck Traditional Arctic or equal
Color: Black

Item 3 – Lightweight Waterproof Breathable Jacket

100% nylon 2-ply fabric
Polyester mesh taffeta lining
Elastic drawcords at hem and hood
Stowable hood
Helly Hansen Nelson Parka 71143 or equal
Color: Dark Green

Item 4 – Lightweight Waterproof Breathable Pants

100% nylon 2-ply fabric
Polyester mesh taffeta lining
Elastic waistband with drawcord
Helly Hansen 71451 Cardinal Cargo or equal
Color: Dark Green

Item 5 – Medium Weight Waterproof Breathable Jacket

Nylon outer shell with water repellent finish
Polyester mesh lining
Attached hood with drawcord
Heavy duty front zipper with storm flap
Carhartt J212 Cascade or equal
Color: Black

Item 6 – Medium Weight Waterproof Breathable Pant

Nylon outer shell
Elastic waistband
Full-leg two-way zippers with storm flap
Snap adjustable leg openings
Carhartt B 216 or equal
Color: Black

Item 7 – Heavyweight Waterproof Breathable Jacket

160 denier nylon shell
Treated water and stain resistant outer shell
Waterproof, windproof, breathable lining
Double fly flap with full zip-to-the-neck collar
Removable liner
Side vent zippers
Weathertech SH3465 or equal
Color: Black

Item 8 – Heavyweight Waterproof Breathable Pants

Waterproof, breathable
Zips and snaps to knee
Elastic waist
Weathertech S1785 or equal
Color: Black

Item 9 – New Generation Jacket w/zip out liner

100% nylon outer shell
Breathable, waterproof coating
Permanent lining: 70 denier 100% nylon taffeta
Horace Small 3351 or equal
Color: Forest Green

Item 10 – Work Jacket

100% cotton
Lined with 10.6 ounce body, 8 ounce sleeve quilted nylon polyester
Two inside pockets and two hand warmer style side pockets
Carhartt J22 or equal
Color: Moss Green

Item 11 – Fleece Vest

100% spun polyester
Anti pilling fleece
Two front pockets w/zippers, full zipper front, elastic waistband
Tri Mountain 8350 or equal
Color: Black

Item 12 – Fleece Jacket

100% spun polyester
Anti pilling fleece
Two front pocket w/zippers, full zipper front, and elastic waistband and cuffs
Tri Mountain 7600 or equal
Color: Black

Item 13 – Hooded Pullover Sweatshirt

10 5 ounce cotton polyester fleece
Attached hood with drawcord and front hand-warmer pockets
Rib-knit wrists and waist
Carhartt K121 or equal
Color: Green

Item 14 – Men’s Long Sleeve Shirt Poly/Cotton

65/35 polyester/cotton poplin
7-button placket front
Lined finish on band yoke made of same shirt material
Pleated pockets and scalloped pocket flaps with velcro closures
5 sewn-in creases, 2 in front continuing through packet and pocket flap, 3 in back
Full badge sling
Conventional collar and band with permanent collar stays
Fechheimer 35W5414 or equal
Color: Silver Tan

Item 15- Women’s Long Sleeve Shirt Poly/Cotton

65/35 polyester/cotton poplin
7-button placket front
Lined finish on band yoke made of same shirt material
Pleated pockets and scalloped pocket flaps with velcro closures
5 sewn-in creases, 2 in front continuing through packet and pocket flap, 3 in back
Full badge sling
Fechheimer 126R5414 or equal
Color: Silver Tan

Item 16 – Men’s Short Sleeve Shirt Poly Cotton

65/35 polyester/cotton poplin

7-button placket front

Lined finish on band yoke made of same shirt material

Pleated pockets and scalloped pocket flaps with velcro closures

5 sewn-in creases, 2 in front continuing through packet and pocket flap, 3 in back

Full badge sling

Conventional collar and band with permanent collar stays

Fechheimer 85R5414 or equal

Color: Silver Tan

Item 17 – Women’s Short Sleeve Shirt Poly Cotton

65/35 polyester/cotton poplin

7-button placket front

Lined finish on band yoke made of same shirt material

Pleated pockets and scalloped pocket flaps with velcro closures

5 sewn-in creases, 2 in front continuing through packet and pocket flap, 3 in back

Full badge sling

Fechheimer 176R5414 or equal

Color: Silver Tan

Item 18 – Turtleneck

4 ½” collar (unfolded)

100% pre-shrunk jersey knit cotton

Elbeco 7701 or equal

Color: Brown

Item 19 – Mock Turtleneck

2” collar (unfolded)

100% pre-shrunk jersey knit cotton

Elbeco 8601 or equal

Color: Brown

Item 20 – Sweater 70/30 Poly Wool

Constructed of 70% non-pilling acrylic and 30% long staple wool

V-neck styling

65/35 poly/cotton gabardine weave forearm and elbow patches

Shoulder straps

Feichheimer 705 or equal

Color: OD Green

Item 21 – Short Sleeve Golf Shirt w/direct embroidery (same design as emblem)

100% combed cotton pique
Three horn button
Clean finished placket and bottom hem with side vents
2” extended tail
Double-needled stitching
Tri Mountain 168 or equal
Colors: White, Maroon, Forest Green, Navy Blue

Item 22- Women’s Short Sleeve Golf Shirt w/direct embroidery (same design as emblem)

100% combed cotton pique
Three horn button in reversed placket
Square bottom
Tri Mountain 166 or equal
Colors: White, Maroon, Forest Green, Navy Blue

Item 23 – Long Sleeve Twill Shirt w/direct embroidery (same design as emblem)

Cotton twill stonewashed shirt
One left chest pocket with button
Button down collar
Two button cuff
Yoke back
Tri Mountain 810 or equal
Colors: White, Maroon, Forest Green, Navy Blue

Item 24 – Women’s Long Sleeve Twill Shirt w/direct embroidery (same design as emblem)

Cotton twill stonewashed shirt
Two button cuff
Yoke back
Tri Mountain 802 or equal
Colors: White, Maroon, Forest Green, Navy Blue

Item 25 – Short Sleeve Twill Shirt w/direct embroidery (same design as emblem)

Cotton twill stonewashed shirt
One left chest pocket with button
Button down collar
Tri Mountain 808 or equal
Colors: White, Maroon, Forest Green, Navy Blue

Item 26 - Women's Short Sleeve Twill Shirt w/direct embroidery (same design as emblem)

Cotton twill stonewashed shirt

Yoke back

Tri Mountain 801 or equal

Colors: White, Maroon, Forest Green, Navy Blue

Item 27 - Long Sleeve T-Shirt w/digiprint Wildlife logo

100% pre-shrunk cotton w/pocket

Wildlife logo on left chest (same design as emblem)

AST 8100 or equal

Color: Khaki

Item 28- Short Sleeve T-Shirt w/digiprint Wildlife logo

100% pre-shrunk cotton w/pocket

Wildlife logo on left chest (same design as emblem)

Dickies 4624KH or equal

Color: Khaki

Item 29 - Men's Twill Trousers

Hidden auto-adjust waist

Breathable stretch and support waistband

Permanent creases

Gusset crotch construction

Double hook and eye with French Fly

Perfection Uniforms 1725 or equal

Color: Forest Green

Item 30 - Women's Twill Trousers

Hidden auto-adjust waist

Breathable stretch and support waistband

Permanent creases

Gusset crotch construction

Double hook and eye with French Fly

Perfection Uniforms 1725 or equal

Color: Forest Green

Item 31 - Men's Jeans

50% polyester, 50% cotton

1 1/2" wide waistband

Western Pockets

Plain Patch Hip Pockets

Fechheimer 49405 or equal

Color: OD Green

Item 32 – Women’s Jeans

50% polyester, 50% cotton
1 ½” wide waistband
Western Pockets - Plain Patch Hip Pockets
Fechheimer 49455 or equal
Color: OD Green

Item 33 – BDU Trousers

65/35 Ripstop
6 Pockets, 4 with button flaps
Drain hole at bottom of cargo pockets
All seams 10 to 12 stitches per inch
4 button fly
2 side adjustment tabs
Leg hem drawstrings, nylon fused and knotted ends tacked in back
Double reinforces seat and knee
Adjustable waist tabs
Propper F520138330 or equal
Color: Forest Green

Item 34 – Men’s Cotton Trousers, “Dockers Style”

100% cotton
Pleated front, durable press
Full cut, straight leg
¼ top pockets, 2 back pockets
Pressed open seams
Edwards 2630 or equal
Color: Tan or Khaki

Item 35 – Women’s Cotton Trousers, “Dockers Style”

100% cotton
Pleated front, durable press
Full cut, straight leg
¼ top pockets
Edwards 8630 or equal
Color: Tan or Khaki

Item 36 – Tactical Pant

8 5 ounce 100% cotton canvas
Double knee and seat
Rear slash pockets with utility strap
Triple stitching
Reinforced pocket edges
5:11 74251GN or equal
Color: OD Green

Item 37 – Brush Pant

100% cotton duck w/durable water resistant finish
500 denier nylon on leg facings
Two deep front pockets
Bar tacked at points of stress
Hip pockets w/snap flap closures
Walls Upland 55091 or equal
Color: Brown

Item 38 – Work Pant

12 ounce, heavyweight, 100% ring spun cotton duck
Double front panels
Double knee
Carhartt B136 or equal
Color: Brown

Item 39 – Extreme Weather Insulated Coveralls

100% cotton
Lined in 10.6 ounce quilted nylon polyester insulation
Utility and tool pockets and hammer loop
Two-way leg zippers open to the waist covered with wind flaps that snap closed
Split back with bi-swing for ease of movement and rib-knit storm cuffs
Triple-stitched main seams and double knees
Carhartt X02 or equal
Color: Brown

Item 40 – Insulated Coveralls

100% cotton
Lined in 4.4 ounce quilted nylon polyester
Corduroy collar with snaps under collar
Two-way leg zippers open to the waist covered with wind flaps that snap closed
Utility and tool pockets
Carhartt X01 or equal
Color: Brown

Item 41 – Uninsulated Coveralls

65% polyester 35% cotton blend outer shell
Bi-swing back, rule pocket, hammer loop
Two-way front zipper
Concealed snaps at waist, neck and faced cuffs
Dickies 4879 or equal
Color: Olive Green

Item 42 – Cold Weather Hood

12 ounce cotton duck
10 6 ounce quilt lining
Carhartt A02 Men's Duck Hood or equal
Color: Black or Brown

Item 43 – Brimmed Hat

100% cotton with 3" brim
Crushable hat
Sweatband and draw cord
Duluth Crusher 95873 or equal
Color: Green

Item 44 – Men's Blazer

55% polyester / 45% worsted wool
2-button front, 4 on sleeves
Fully lined
Hardwick 18-27 or equal
Color: Hunter Green

Item 45 - Women's Blazer

55% polyester / 45% worsted wool
2-button front, 4 on sleeves
Fully lined
Hardwick 18-27 W or equal
Color: Hunter Green

Item 46 – Emblems

Description: Embroidered Uniform Patches to be sewn onto a uniform. A sample patch will be provided to match colors, size and style of previous patch.

Quality: High Quality fade resistant, machine wash and dry-clean safe materials.
Successful vendor to provide sample for agency approval

Shape: Triangular shape patch

Coverage: 100% embroidery.

Finishing: Heat-seal backing. Merrowed edge

Size: 2 7/8" wide x 3 5/16" high.

Color Requirements: Critical color and tight registration are required. Final product must match proof

Thread Color: (to match as close as possible to Pantone colors listed below.)

Red – PMS 1795C

Green – PMS 356C

Light Green – PMS 352C

Goldenrod – 123C

Black - Black

White - White

Artwork: The West Virginia Department of Commerce will furnish successful vendor with PC format computerized files on cdrom in Adobe Illustrator CS3, jpg, tif or press-ready pdf format. All necessary fonts and artwork will also be included. A sample will be provided to vendor to show layout.

WILDLIFE

WEST VIRGINIA

DIVISION



OF

NATURAL

RESOURCES

Purchasing Card Acceptance:

The State of West Virginia currently uses a VISA purchasing card program which is issued through a local bank. The successful vendor must accept the State of West Virginia VISA purchasing card for all orders less than \$2,500 00

Payment:

All orders fulfilled on this contract shall be made using the WV VISA purchasing card.

Shipping:

All items are to be F O B Destination Freight or delivery charges must be included in the price of the goods.

Order Form:

Vendor shall provide a Wildlife Resources Section approved order form and catalogue, or provide a website for order placement and product information. A detailed graphic and text description of all items on the contract must be provided.

Inventory Maintenance:

The vendor shall ship all orders and exchanges within 30 days of receipt or notify the agency and employee of back order status.

Samples:

All samples must be color specified and received within 14 days of request. Send samples to: Frank Whittaker, WV Purchasing Division, 2019 Washington Street East, Charleston, WV 25305. The apparent low bidder must submit a sample of each item specified.

Alterations:

Standard alterations shall be done by the vendor at no additional charge. Standard alterations shall include sleeve length and pant length.

Emblems:

Emblems shall be billed to the Wildlife Resources Section as needed for fulfillment. All items listed below shall have an emblem sewn on left sleeve, centered 1 inch down from the shoulder seam. Item numbers requiring the emblem: 1,2,9,10,12,13,14,15,16,17, 39, 40, and 41.

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. If bidding "or equal" brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request For Proposal

Item No	Equipment	Manufacturer	Item Number
1	Cold Weather Parka w/Insulated Hood 511 Tactical Series 48001 3-in-1 or equal Color: Black		
2	Cold Weather Work Coat Carhartt C03 Duck Traditional Arctic or equal Color: Black		
3	Lightweight Waterproof Breathable Jacket Helly Hansen Nelson Parka 71143 or equal Color: Dark Green		
4	Lightweight Waterproof Breathable Pants Helly Hansen Cardinal Cargo Pant 71451 or equal Color: Dark Green		
5	Medium Weight Waterproof Breathable Jacket Carhartt J212 Cascade or equal Color: Black		
6	Medium Weight Waterproof Breathable Pants Carhartt B216 or equal Color: Black		
7	Heavyweight Waterproof Breathable Jacket Weathertech SH3465 or equal Color: Black		
8	Heavyweight Waterproof Breathable Pants Weathertech S1785 or equal Color: Black		
9	New Generation Jacket w/zip out liner Horace Small 3351 or equal Color: Forest Green		
10	Jacket Carhartt J22 or equal Color: Moss Green		
11	Fleece Vest Tri Mountain 8350 or equal Color: Black		

Item No	Equipment	Manufacturer	Item Number
12	Fleece Jacket Tri Mountain 7600 or equal Color: Black		
13	Hooded Pullover Sweatshirt Carhartt K121 or equal Color: Green		
14	Men's Long Sleeve Shirt Poly/Cotton Fechheimer 35W5414 or equal Color: Silver Tan		
15	Women's LS Shirt Poly/Cotton Fechheimer 126R5414 or equal Color: Silver Tan		
16	Men's Short Sleeve Shirt Poly/Cotton Feichheimer 85R5414 or equal Color: Silver Tan		
17	Women's SS Shirt Poly/Cotton Feichheimer 176R5414 or equal Color: Silver Tan		
18	Turtleneck Elbeco 7701 or equal Color: Brown		
19	Mock Turtleneck Elbeco 8601 or equal Color: Brown		
20	Sweater 70/30 Poly/Wool Feichheimer 705 or equal Color: OD Green		
21	Short Sleeve Golf Shirt w/embroidery Tri Mountain 168 or equal Colors: White, Maroon, Forest Green, Navy Blue		
22	Women's SS Golf Shirt w/embroidery Tri Mountain 166 or equal Colors: White, Maroon, Forest Green, Navy Blue		
23	Long Sleeve Twill Shirt w/embroidery Tri Mountain 810 or equal Colors: White, Maroon, Forest Green, Navy Blue		
24	Women's Long Sleeve Twill Shirt w/embroidery Tri Mountain 802 or equal Colors: White, Maroon, Forest Green, Navy Blue		
25	Short Sleeve Twill Shirt w/embroidery Tri Mountain 808 or equal Colors: White, Maroon, Forest Green, Navy Blue		

Item No	Equipment	Manufacturer	Item Number
26	Women's Short Sleeve Twill Shirt w/embroidery Tri Mountain 801 or equal Colors: White, Maroon, Forest Green, Navy Blue		
27	Long Sleeve T-shirt w/digiprint logo pocket ASI 8100 or equal Color: Khaki		
28	Short Sleeve T-shirt w/digiprint logo pocket Dickies 4624KH or equal Color: Khaki		
29	Men's Twill Trousers Perfection Uniforms 1725 or equal Color: Forest Green		
30	Women's Twill Trousers Perfection Uniforms L1725 or equal Color: Forest Green		
31	Men's Jeans Fechheimer 49405 or equal Color: OD Green		
32	Women's Jeans Fechheimer 49455 or equal Color: OD Green		
33	BDU Trousers, 6 Pocket 65/35 Ripstop Propper F520138330 or equal Color: Forest Green		
34	Men's Cotton Trousers, "Dockers Style" Edwards 2630 or equal Color: Tan or Khaki		
35	Women's Cotton Trousers, "Docker Style" Edwards 8630 or equal Color: Tan or Khaki		
36	Tactical Pant 5:11 74251GN or equal Color: OD Green		
37	Brush Pant Walls Upland 55091 or equal Color: Brown		
38	Work Pant Carhartt B136 or equal Color: Brown		
39	Extreme Weather Insulated Coveralls Carhartt X02 or equal Color: Brown		

Item No	Equipment	Manufacturer	Item Number
40	Insulated Coveralls Carhartt X01 or equal Color: Brown		
41	Uninsulated Coveralls Dickies 4879 or equal Color: Olive Green		
42	Cold Weather Hood Carhartt A02 Men's Duck Hood or equal Color: Black or Brown		
43	Brimmed Hat Duluth Crusher 95873 or equal Color: Green		
44	Men's Blazer 55/45 Wool Hardwick 18-27 or equal Color: Hunter Green		
45	Women's Blazer Hardwick 18-27 or equal Color: Hunter Green		
46	Emblems Agency designed sample attached		

Pricing Sheet

ITEM NUMBER	DESCRIPTION	ESTIMATED ANNUAL USE	SIZE	UNIT PRICE	EXTENDED PRICE
1	Cold Weather Parka w/Insulated Hood 511 Tactical Series 48001 3-in-1 or equal Color: Black	20			
2	Cold Weather Work Coat Carhartt C03 Duck Traditional Arctic or equal Color: Black	10			
3	Lightweight Waterproof Breathable Jacket Helly Hansen Nelson Parka 71143 or equal Color: Dark Green	50			
4	Lightweight Waterproof Breathable Pants Helly Hansen Cardinal Cargo Pant 71451 or equal Color: Dark Green	50			
5	Medium Weight Waterproof Breathable Jacket Carhartt J212 Cascade or equal Color: Black	20			
6	Medium Weight Waterproof Breathable Pants Carhartt B216 or equal Color: Black	20			
7	Heavyweight Waterproof Breathable Jacket Weathertech SH3465 or equal Color: Black	20			
8	Heavyweight Waterproof Breathable Pants Weathertech S1785 or equal Color: Black	20			
9	New Generation Jacket w/zip out liner Horace Small 3351 or equal Color: Forest Green	10			
10	Jacket Carhartt J22 or equal Color: Moss Green	40			
11	Fleece Vest Tri Mountain 8350 or equal Color: Black	20			
12	Fleece Jacket Tri Mountain 7600 or equal Color: Black	20			
13	Hooded Pullover Sweatshirt Carhartt K121 or equal Color: Green	50			
14	Men's Long Sleeve Shirt Poly/Cotton Fechheimer 35W5414 or equal Color: Silver Tan	50			
15	Women's LS Shirt Poly/Cotton Fechheimer 126R5414 or equal Color: Silver Tan	20			
16	Men's Short Sleeve Shirt Poly/Cotton Fechheimer 85R5414 or equal Color: Silver Tan	50			

ITEM NUMBER	DESCRIPTION	ESTIMATED ANNUAL USE	SIZE	UNIT PRICE	EXTENDED PRICE
17	Women's SS Shirt Poly/Cotton Feichheimer 176R5414 or equal Color: Silver Tan	10			
18	Turtleneck Elbeco 7701 or equal Color: Brown	10			
19	Mock Turtleneck Elbeco 8601 or equal Color: Brown	20			
20	Sweater 70/30 Poly/Wool Feichheimer 705 or equal Color: OD Green	10			
21	Short Sleeve Golf Shirt w/embroidery Tri Mountain 168 or equal Colors: White, Maroon, Forest Green, Navy Blue	75			
22	Women's SS Golf Shirt w/embroidery Tri Mountain 166 or equal Colors: White, Maroon, Forest Green, Navy Blue	20			
23	Long Sleeve Twill Shirt w/embroidery Tri Mountain 810 or equal Colors: White, Maroon, Forest Green, Navy Blue	30			
24	Women's Long Sleeve Twill Shirt w/embroidery Tri Mountain 802 or equal Colors: White, Maroon, Forest Green, Navy Blue	10			
25	Short Sleeve Twill Shirt w/embroidery Tri Mountain 808 or equal Colors: White, Maroon, Forest Green, Navy Blue	60			
26	Women's Short Sleeve Twill Shirt w/embroidery Tri Mountain 801 or equal Colors: White, Maroon, Forest Green, Navy Blue	10			
27	Long Sleeve T-shirt w/digiprint logo pocket AST 8100 or equal Color: Khaki	100			
28	Short Sleeve T-shirt w/digiprint logo pocket Dickies 4624KH or equal Color: Khaki	400			
29	Men's Twill Trousers Perfection Uniforms 1725 or equal Color: Forest Green	20			
30	Women's Twill Trousers Perfection Uniforms L1725 or equal Color: Forest Green	10			
31	Men's Jeans Fechheimer 49405 or equal Color: OD Green	40			
32	Women's Jeans Fechheimer 49455 or equal Color: OD Green	20			
33	BDU Trousers, 6 Pocket 65/35 Ripstop Propper F520138330 or equal Color: Forest Green	200			
34	Men's Cotton Trousers, "Dockers Style" Edwards 2630 or equal Color: Tan or Khaki	20			

ITEM NUMBER	DESCRIPTION	ESTIMATED ANNUAL USE	SIZE	UNIT PRICE	EXTENDED PRICE
35	Women's Cotton Trousers, "Dockers Style" Edwards 8630 or equal Color: Tan or Khaki	10			
36	Tactical Pant 5:11 74251GN or equal Color: OD Green	100			
37	Brush Pant Walls Upland 55091 or equal Color: Brown	20			
38	Work Pant Carhartt B136 or equal Color: Brown	20			
39	Extreme Weather Insulated Coveralls Carhartt X02 or equal Color: Brown	10			
40	Insulated Coveralls Carhartt X01 or equal Color: Brown	10			
41	Uninsulated Coveralls Dickies 4879 or equal Color: Olive Green	20			
42	Cold Weather Hood Carhartt A02 Men's Duck Hood or equal Color: Black or Brown	10			
43	Brimmed Hat Duluth Crusher 95873 or equal Color: Green	20			
44	Men's Blazer 55/45 Wool Hardwick 18-27 or equal Color: Hunter Green	10			
45	Women's Blazer Hardwick 18-27 or equal Color: Hunter Green	10			
46	Emblems Agency designed sample attached	300			

Total _____

Quantities listed above are estimates for bidding purposes only, actual quantity purchased will vary

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. 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.

RFQ No _____

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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__

My Commission expires _____, 20__

AFFIX SEAL HERE

NOTARY PUBLIC _____