



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

DJS010231

PAGE

6

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32
304-558-0492

*709070358 02 877-914-2557
GALLS INC
2680 PALUMBO DR
LEXINGTON KY 40509

DIVISION OF JUVENILE SERVICES
SECOND FLOOR
1200 QUARRIER STREET
CHARLESTON, WV
25301 304-558-6029

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
12/04/2006						
BID OPENING DATE: 12/28/2006		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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: <u>Galls Inc.</u>						
DATE: <u>January 12, 2007</u>						
SIGNED: <u>Doug Watts</u>						
TITLE: <u>Sales Representative</u>						
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

Doug Watts

TELEPHONE

800-876-4242 x2346

DATE

1-11-07

TITLE

Sales Representative

FEIN

20-3545989

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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BUYER 32 304-558-0492

VENDOR
*709070358 02 877-914-2557
GALLS INC
2680 PALUMBO DR
LEXINGTON KY 40509

SHIP TO
DIVISION OF JUVENILE SERVICES
SECOND FLOOR
1200 QUARRIER STREET
CHARLESTON, WV
25301 304-558-6029

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/04/2006				

BID OPENING DATE: 12/28/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				RON PRICE-----		
RFQ. NO.:				DJS010231-----		
BID OPENING DATE:				12/28/2006-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				877-914-2557-----		
CONTACT PERSON (PLEASE PRINT CLEARLY):				Doug Watts-----		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Doug Watts	TELEPHONE 800-876-4242 ^{x2346}	DATE 1-11-07
TITLE Sales Representative	FEIN 20-3545989	ADDRESS CHANGES TO BE NOTED ABOVE

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

A F F I D A V I T

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.

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 agencies 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Galls Inc

Authorized Signature: Douglas Watts Date: 1-12-07

WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
Vendor: <u>GALLS</u>	Spending Unit:		

Requisition No.: DJS 010231

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 DHW

No. 2 DHW

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Doug Watts
Signature

Galls
Company

1-12-07
Date

DJS010231 - UNIFORMS W/ACCESSORIES BID FORM - BID OPENING 1/16/07
REVISED 12/21/2006

Item #	Description	Estimated Initial Order	Unit Price	* Extended Price	** Future Unit Price for One (1) Ea.
1	TROUSERS - Cargo - (Sizes 28-42)	1410	\$ 45.25	\$ 63,802.50	\$ 45.25
1.1	TROUSERS - Cargo - (Sizes 44 - 50)	176	\$ 49.25	\$ 8,668.00	\$ 49.25
1.2	TROUSERS - Cargo - (Sizes 52 - 54)	90	\$ 54.25	\$ 4,882.50	\$ 54.25
1.3	TROUSERS - Cargo - (Sizes 56 - 60)	80	\$ 59.25	\$ 4,740.00	\$ 59.25
1.4	TROUSERS - Cargo - (Size 62+)	8	\$ 68.25	\$ 546.00	\$ 68.25
1.5	TROUSERS - Class A - (Sizes 28-42)	350	\$ 34.32	\$ 12,012.00	\$ 34.32
1.6	TROUSERS - Class A - (Sizes 44 - 50)	45	\$ 38.32	\$ 17,244.00	\$ 38.32
1.7	TROUSERS - Class A - (Sizes 52 - 54)	20	\$ 42.32	\$ 8,464.00	\$ 42.32
1.8	TROUSERS - Class A - (Sizes 56 - 60)	5	\$ 45.32	\$ 226.60	\$ 45.32
1.9	TROUSERS - Class A - (Size 62+)	2	\$ 45.32	\$ 90.64	\$ 45.32
2	LONG SLEEVE SHIRT - (Sz. S-2XL)	350	\$ 37.50	\$ 13,125.00	\$ 37.50
2.1	LONG SLEEVE SHIRT (Sz. 3XL-4XL)	45	\$ 44.50	\$ 2,002.50	\$ 44.50
2.2	LONG SLEEVE SHIRT (Sz. 5XL)	5	\$ 48.50	\$ 242.50	\$ 48.50
3	SHORT SLEEVE SHIRT - (Sz. S-2XL)	1585	\$ 35.25	\$ 55,871.25	\$ 35.25
3.1	SHORT SLEEVE SHIRT - (Sz. 3XL - 4XL)	165	\$ 42.25	\$ 6,971.25	\$ 42.25
3.2	SHORT SLEEVE SHIRT - (Sz. 5XL)	8	\$ 46.25	\$ 370.00	\$ 46.25
4	POLO STYLE SHIRT - (Sz. S-2XL)	900	\$ 30.00	\$ 27,000.00	\$ 30.00
4.1	POLO STYLE SHIRT - (Sz. 3XL-4XL)	100	\$ 37.50	\$ 3,750.00	\$ 37.50
4.2	POLO STYLE SHIRT - (Sz. 5XL)	8	\$ 41.50	\$ 332.00	\$ 41.50
5	JACKET - (Sz. S-2XL)	350	\$ 173.73	\$ 60,805.50	\$ 173.73
5.1	JACKET - (Sz. 3XL-4XL)	45	\$ 183.73	\$ 8,267.85	\$ 183.73
5.2	JACKET - (Sz. 5XL)	5	\$ 193.73	\$ 968.65	\$ 193.73
6	SWEATER - (Sz. S-2XL)	300	\$ 29.77	\$ 8,931.00	\$ 29.77
6.1	SWEATER - (Sz. 3XL-4XL)	45	\$ 33.77	\$ 1,519.65	\$ 33.77
6.2	SWEATER - (Sz. 5XL)	5	\$ 36.77	\$ 183.85	\$ 36.77
7	SEW-ON FLAG - COPY OF SAMPLE ATTACHED	2700	\$.99	\$ 2,673.00	\$.99
8	WV DIV. OF JUVENILE SERVICES SEW-ON PATCH - COPY OF SAMPLE ATTACHED	5300	\$ 1.39	\$ 7,367.00	\$ 1.39
9	BADGES	880	\$ 35.50	\$ 31,240.00	\$ 35.50
10	2" TIE BAR *	440	\$ 15.72	\$ 6,916.80	\$ 15.72
11	TIE	440	\$ 4.00	\$ 1,760.00	\$ 4.00
12	BELT	440	\$ 14.68	\$ 6,459.20	\$ 14.68
13	BASEBALL STYLE HAT	440	\$ 11.99	\$ 5,275.60	\$ 11.99
14	NYLON GLOVE CASE	440	\$ 4.52	\$ 1,988.80	\$ 4.52
15	METAL INSIGNIA	440	\$ 2.99	\$ 1,315.60	\$ 2.99
16	STRIPES - Large only	3640	\$ 1.10	\$ 4,004.00	\$ 1.10
17	NAME PLATE	1760	\$ 5.99	\$ 10,542.40	\$ 5.99
			SUBTOTAL	\$ 367,422.44	\$ 1595.47
			GRAND TOTAL	***\$ 369,017.91	

Bidder / Vendor Information:

Name: GALLS, INC. / Doug Watts
Address: 2680 PALUMBO DRIVE
LEXINGTON KY 40509-1000
Phone#: 800-876-4242 x2346
Email Address: watts-doug@galls.com

* Multiply your bid price by the estimated initial order quantity

** Provide a delivered price assuming one (1) of that item is delivered to a location

*** Add the "extended price subtotal" column and the "future unit price for 1 Ea. Subtotal" column

10 * Engraving on Tie Bar included in this price.
" Juvenile Services " or " WV DJS "

** All items bid in 100% compliance to specifications.