



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
RJC693

PAGE
1

ADDRESS: CORRESPONDENCE DEPARTMENT ONLY
**TARA LYLE
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE
CHARM-TEX
 1618 Coney Island Ave
 Brooklyn, NY 11230
 Phone (718) 252-8100
 WWW.CHARM-TEX.COM

REG'L JAIL & CORR'L AUTH'Y
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 11/30/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 01/31/2011		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		095-00-99-000		
PERSONAL HYGIENE PRODUCTS OPEN-END CONTRACT OPEN-END CONTRACT TO PROVIDE PERSONAL CARE/HYGIENE PRODUCTS TO THE WEST VIRGINIA REGIONAL JAILS AND CORRECTIONAL FACILITY AUTHORITY AND OTHER AUTHORIZED STATE AGENCIES PER THE ATTACHED SPECIFICATIONS. INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 12/15/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV EXHIBIT 3						

RECEIVED
 2011 JAN -6 A 10:07
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>AD</i>	TELEPHONE 718 252 8100	DATE 1/1/11	
TITLE VP of Sales	FEIN 11-2582405	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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 (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 TRANS-</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>AS</i>	TELEPHONE 718 252 8100	DATE 1/1/11
TITLE VP of Sales	FEIN 11-2582405	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOR	FREIGHT TERMS
11/30/2010				

BID OPENING DATE: **01/31/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PORTATION 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> <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>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>AD</i>	TELEPHONE 782528100	DATE 11/11
TITLE VP of Sales	FEN 11-2582405	ADDRESS CHANGES TO BE NOTED ABOVE

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11/30/2010				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</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 MANNER.</p> <p>REV. 3/88</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 718 252 8100	DATE 1/1/11
TITLE VP of Sales	FEIN 11-258405	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALD BID						
BUYER:-----TL/FILE 32-----						
RFQ. NO.:-----RJC693-----						
BID OPENING DATE:-----01/06/2011-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----718.258.8303-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): -----Stan Danziger-----						
***** THIS IS THE END OF RFQ RJC693 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **718 252 8100** DATE **11/30**
 TITLE **VP of Sales** FEIN **11-2582405** ADDRESS CHANGES TO BE NOTED ABOVE

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

**BID SPECIFICATIONS
SECURITY HYGIENE
RJC693**

SCOPE

This request for quotation is to establish an Agency contract for the West Virginia Regional Jail and Correctional Facility Authority to supply various personal care/hygiene products for use in Correctional Institutions. This contract may be utilized by other state agencies requiring similar safety and security requirements. These products must be specifically tailored in size, quantity and/or packaging for use in a correctional institution environment. It is the intention of this agency to award one contract. This award will not be split and will be made to the most complete bid and based on the lowest total of all items listed on the attached pricing pages.

**** This contract SHALL not include identical products currently available on other State wide contracts.

All terms and conditions in the written specifications are absolute and the compliance with cannot be waived. Mandatory terms are included by the use of the terms *shall, will, must, maximum or minimum.*

General Information

- 1) Vendor shall quote a percentage discount from the lowest price listed in the catalog submitted. The Agency is requesting a percentage discount for each of the listed categories. All items in the discounted category must have the exact same discount. (For example, if a personal care product in the category has a discount of 40%, EVERY personal care product sold in that category must have the same 40% discount). Vendors MAY submit alternate bids by using a separate or additional catalogs. Bids must plainly and clearly indicate the percentage discount for each of the specified categories. Bids that are not clearly identifiable will be disqualified. For bidding purposes, a list of the items most frequently purchased and a yearly estimate of quantity is reflected in the Pricing Page. **NOTE:** The category discount must apply to all items in that category. Bidders shall not offer greater discounts for items on the pricing pages than the category discount offered. The categories are listed below:

**Tooth & Lip Care
Hair Care
Soap
Antiperspirant/Deodorant
Feminine Care
Razors/Shave**

- 2) Catalogs must contain certain items specifically designed and packaged for use in Correctional Institutions. Those items are more clearly defined below and identified with an asterisk (*) on the Pricing Page;
- Toothpaste (paste or gel) must be available in clear or see-through packages or tubes;
 - Gel Toothpaste must be available in red;
 - Toothbrushes must be sealed in clear or see-through packages
 - No-Shank toothbrushes must be made of a translucent material
 - Shampoos must be available in clear or see through packets or bottles;
 - Soaps must be available in clear or see through packaging;
 - Deodorants must be available in see through packaging;
 - Sanitary Napkins must have adhesive strip; be powder free; individually wrapped and available in bulk packaging;
 - Tampons must be fragrance free; individually wrapped and available in bulk packaging;
 - Razors must be Disposable, Stainless Steel Single Blade with a clear safety cap, and available in bulk packaging;
 - Shave Gel must be available in single use clear or see through packets;
 - Soap Boxes must be hinged and constructed of clear material;
 - Lice shampoo must be available in 1 Gallon size with pump; formula must be non-foaming and fast acting.
- 3) A vendors' catalog should be submitted with the bid and must contain product lines broad enough to meet the needs of the Agency(s) who might utilize this contract. The vendor's most current catalog is preferred. **NOTE:** Internet catalogs must be submitted in paper format.
- 4) Bidders shall provide all information requested on "RCJ693 Pricing Pages". Bidders should complete all columns. Where an item is unavailable, "No Bid" must appear on the pricing page in the column labeled "Reference or Product#". The pricing page contains a list of the most frequently purchased items however, the discount rate must be extended to all items found and ordered from that specified category. The quantities provided for each item listed on the pricing pages represents the approximate volume of anticipated purchases. The "net unit price" is to be all inclusive and must be the final price that will be charged to the State of West Virginia.
- 5) The "net unit price" shown on the pricing pages will be verified using the percentage discount shown on the pricing pages against the lowest price in the catalog bid. If any discrepancies are found, it may be cause for rejection of bid.
- 6) The lowest cost, most complete bidder shall be awarded a contract. The discount shall remain the same during the entire contract period including any renewals.
- 7) The catalog may be updated at renewal. If the Agency and Purchasing Division extends the offer to renew and the new catalogs have significant price increases, the Agency or the Purchasing Division may decline and re-bid the commodity.

- 8) The successful vendor shall provide catalogs, at no charge, upon request to the various correctional institutions utilizing this contract. Additional catalogs may be required from the vendor at any time. These shall be provided at no cost to the State. Correctional Institutions may obtain the catalogs contacting the contract coordinator listed on the pricing page.
- 9) Orders shall be delivered within five (5) working days after orders are received.
- 10) All bids are to be quoted as F.O.B. destination to any facility location. The minimum order for prepaid shipping to one, facility destination shall be \$200.00. For orders less than \$200.00, transportation charges (if any) may be invoiced as a separate charge with the original freight bill attached to the invoice. Facilities may make purchases that fall under the \$200.00 limit from a local source to avoid the delivery charges only in the event of an authorized emergency.
- 11) Verification of product quality is the responsibility of the vendor. The Agency may require certified mail test data, certifications or samples for testing of the commodity(s) bid. All costs of test samples shall be borne by the vendor as well as freight costs to and from the agency.
- 12) The successful bidder shall not substitute any other brand products from those awarded. Substitution of products will be grounds for cancellation of the contract.
- 13) Bidders must be a manufacturer or a regular stocking licensed dealer for the products offered at the time of bid.
- 14) Successful vendor shall provide quarterly reports and annual summaries showing quantities, dollar value and facilities which have used this contract at the Agency's request. Should these reports be requested, the vendor should submit them to the Procurement Officer of the requesting agency.
- 15) Non conforming materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract.
- 16) Internet Access – Vendor should be able to provide internet access. If the vendor has such capabilities, this should be so noted in their quotation and shall describe the process for setting up such ordering for state agencies. However, Internet access is not a mandatory requirement.

Reminder to Bidders:

Prior to submitting bids, bidders are cautioned to comply with ALL mandatory bid requirements.

Bidders shall quote a single discount for all items within a single category.

Include dated and numbered catalog(s) – Two Sets
Please supply an electronic copy of catalog(s).

Complete the Pricing Pages – including the name and other requested information of the contract coordinator who will respond to agency inquiries on using the contract.

If the price list makes reference to prices being subject to change, those terms are null and void. All price changes shall be in accordance with Paragraph 7 of this request.

Samples MAY be requested during the bid evaluation. Samples shall be received within seven (7) days after request is made and at no cost to the State of West Virginia. Certain items within some categories must be specifically designed and packaged for use in Correctional Institutions. Those items are more clearly defined in Paragraph 2 and identified with an asterisk (*) on the Pricing Page.

The West Virginia Regional Jail Authority facilities utilizing this contract are as follows;

- Central Regional Jail
300 Days Drive
Sutton, WV 26601
- Eastern Regional Jail
94 Grapevine Road
Martinsburg, WV 25405
- Potomac Highlands Regional Jail
#13 Dolan Drive
Augusta, WV 26704
- Tygart Valley Regional Jail
400 Abby Road
Belington, WV 26250
- South Central Regional Jail
1001 Centre Way
Charleston, WV 25309
- North Central Regional Jail
#1 Lois Lane
Greenwood, WV 26415
- Southwestern Regional Jail
Earl Ray Tomblin Industrial Park
13 Gaston Caperton Drive
Holden, WV 25625
- Western Regional Jail
One O'Hanlon Place
Barboursville, WV 25604
- Southern Regional Jail
1200 Airport Road
Beaver, WV 25813
- Northern Regional Jail
Rd. 2, Box 1
Moundsville, WV 26041

Division of Juvenile Services facilities that will also utilize this contract include;

- WV Industrial Home for Youth
7 Industrial Blvd.,
Industrial, WV 26375
- Donald R. Kuhn Center
One Lory Place
Julian, WV 25529
- Rubenstein Center
141 Forestry Camp Road
Davis, WV 26260
- Lorrie Yeager Juvenile Center
907 Mission Drive
Parkersburg, WV 26101

- Sam Perdue Juvenile Center
843 Shelter Road,
Princeton, WV 24740
- Tiger Morton Juvenile Center
80 Manfred Holland Way
Dunbar, WV 25064
- Vicki Douglas Juvenile Center
900 Emmett Roush Drive
Martinsburg, WV 25401
- J.M. Chick Buckbee Juvenile Center
One Jerry Lane
Augusta, WV 26704
- Gene Spadaro Juvenile Center
106 Martin Drive
Mt. Hope, WV 25880
- Robert Shell Juvenile Center
2 O'Hanlon Place
Barboursville, WV 25504

Charm-Tex

PRICING PAGE FOR RJ0693

Item	Description	Size	Reference or Product #	*Est. Annual Usage	Number of Items Per Case or Lot	Price per Case / Lot	Unit List Price	Percent % Discount by Category	Net Unit Price	Extended Price	Total by Category
				A	B	C	D	E	F	G	H
							Col C / Col B		Col E / Col D	Col A * Col F	
*1	Toothpaste w/ Fluoride - Clear, Clear or Sea Thru Packet	.15 oz	H/CGT025	32,000	1000	46.90	72.90	35%	.0469	1500.80	
*2	Toothpaste w/ Fluoride - Tube, Clear or Sea Thru Package, Nature, Mint or Equal	.5 oz	H/CGT088	12,000	720	89.90	134.50	28%	.124	1488.00	
*3	Red Gel Toothpaste w/ Fluoride Tube, Clear or Sea Thru, Packaging	.85 oz	H/CGT085	147,000	720	99.54	139.50	29%	.138	20286.00	
*4	Toothbrush - Sealed in Clear or Sea Thru Packaging	3 1/4"	H/TB20	134,000	1440	53.60	81.80	35%	.037	4958-	
5	No Shark Toothbrush - Translucent material		NSTB-1002	4,900	1000	489.40	569.00	14%	.489	2396.10	
									Total of Column F lines 1-5		30,628.90
*6	Shampoo - Clear or Sea Thru Bottles	4 oz	H/CTS04	17,000	60	18.90	26.90	30%	.1315	5355-	
*7	Shampoo - Clear or Sea Thru Bottles	2 oz	H/CTS02	32,000	96	16.90	22.90	27%	.176	9153-	
*8	Shampoo w/Conditioner - Clear or Sea Thru Packets	.34 oz	H/CTS035	32,000	1000	42.80	56.90	25%	.0729	1372.80	
9	Blue Magic Hair Dressing or Equal	4 oz		60							
10	Hair Brush - Soft Bristles	8"	H/HB01	600	12	4.90	7.90	0%	.408	244.80	
									Total of Column G lines 6-10		16124.60
*11	Anti Bacterial Liquid Hand Soap	GAL.	H/D083047	2,100	4	55.90	56.90	27%	.13975	29347.50	
*12	Anti-Bacterial Bar Soap - Individually wrapped in clear or sea thru plastic	.5 oz	H/S12	459,000	1000	34.90	51.90	33%	.0349	16019.10	
									Total of Column G lines 11-12		45,366.60
*13	Antiperspirant - Cream										
*14	Deodorant - Stick, Unscented, Alcohol free, Clear packaging	.5 oz	H/CTSD05	61,000	576	119.60	179.60	34%	.207	12627.00	
14	Deodorant - Stick, Unscented, Alcohol free	2 oz		800							
15	Deodorant Stick Female Fresh Scent or Equal	1.6 oz	H/CTSD16	1,500	144	59.90	84.90	34%	.415	622.50	
									Total of Column G lines 13-15		13,249.50

PRICING PAGE FOR RJC693

Item	Description	Size	Reference or Product #	A *Est. Annual Usage	B Number of Items Per Case or Lot	C Price per Case / Lot	D Unit List Price	E Percent % Discount by Category	F Net Unit Price (1-Col E) / Col D	G Extended Price Col A * Col F	H Total by Category
16	Sanitary Napkins - Individually wrapped; Powder free; adhesive strip	Bulk	H/F/SK564	418,000	864	41.90	56.90	27%	.048	20,064.00	
17	Tampons - Individually wrapped; Fragrance free	Bulk	H/F/T500R	18,000	500	56.90	56.90	0%	.113	2,034.00	
18	Disposable Bags for Sanitary Napkins or Tampons	4" X 24"		5,000		44.90	44.90	0%	.008	40.00	
Total of Column G lines 16 - 18											22,138.00
19	Disposable Razor - Stainless Steel, Single blades; Clear safety cap	Loose Packed	H/ER300	381,000	2,000	98.90	187.20	23%	.049	19,159.00	
21	Shave Gel/Quick Shave or Equal; Single use packet; Clear or See thru Packaging	.25 oz	H/ES560S	354,000	1,000	72.90	56.90	25%	.042	14,868.00	
Total of Column G lines 19 - 21											34,027.00
23	Soap Box - Clear plastic Container with Hinge	1 bar capacity	H/SB01C	1,200	100	19.90	24.90	21%	.199	238.80	
24	Toothbrush Caps - 144 count	pack		700	1440	92.90	106.90	14%	.064	44.80	
25	Lice Control Shampoo-Non Foaming; fast acting, with Pump	1 GAL	Lice-128	348	4	174.90	184.90	6%	43.72	15,216.30	
Total of Column G lines 23 - 25											15,499.90
GRAND TOTAL											Total of Column H

all in one

Bidder / Vendor Information

Vendor Name : Charm-Tex
 Contact Person : Stan Danzger
 Address : 1618 Coney Island Ave
Brooklyn NY 11230

Phone # 718 252 8100
 FAX # 718 258 8303
 E-Mail Address : stan@charm-tex.com

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 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 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: Charm-Tex

Authorized Signature: [Signature] Date: 1/11/11

State of New York

County of Kings to-wit:

Taken, subscribed, and sworn to before me this 1 day of Jan, 2011.

My Commission expires _____, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
JOSEPH H. DANZGER
Notary Public, State of New York
No. 01DA6069069
Qualified in Nassau County
Commission Expires January 22, 2011
Purchasing Affidavit (Revised 12/16/09)

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 best 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: Charm - Tex Signed: [Signature]
 Date: 1/1/11 Title: VP of Sales

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

**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/wrc/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).



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
RJC693

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
804-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

CHARM-TEX
 1618 Coney Island Ave
 Brooklyn, NY 11230
 Phone (718) 252-8100
 WWW.CHARM-TEX.COM

SHIP TO

REG'L JAIL & CORR'L AUTH'Y
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/03/2010				

BID OPENING DATE: **01/06/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO MOVE THE BID OPENING DATE FROM 01/31/2011 TO 01/06/2011. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: RJC693						
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 <input checked="" type="checkbox"/>						
NO. 2 <input type="checkbox"/>						
NO. 3 <input type="checkbox"/>						
NO. 4 <input type="checkbox"/>						
NO. 5 <input type="checkbox"/>						
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>[Signature]</i>	TELEPHONE 718 252 8100	DATE 1/1/11
TITLE VP of Sales	FEIN 11-2582405	ADDRESS CHANGES TO BE NOTED ABOVE

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

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 Department of Administration
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Request for Quotation

RFQ NUMBER
 RJC693

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

CHARM-TEX
 1618 Coney Island Ave
 Brooklyn, NY 11230
 Phone (718) 252-8100
 WWW.CHARM-TEX.COM

REG'L JAIL & CORR'L AUTH'Y
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/03/2010				

BID OPENING DATE: 01/06/2011 BID OPENING TIME 01:30PM

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>..... SIGNATURE Charm-Tex COMPANY 1/11 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						
0001	1	LS		095-00-99-000		
PERSONAL HYGIENE PRODUCTS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	718 252 8100	1/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
V.P. of Sales	11-2582405	

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



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
 RJC693

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE
CHARM-TEX
 1618 Coney Island Ave
 Brooklyn, NY 11230
 Phone (718) 252-8100
 WWW.CHARM-TEX.COM

VENDOR

SHIP TO

REG'L JAIL & CORR'L AUTH'Y
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/03/2010				

BID OPENING DATE: 01/06/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ RJC693 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

RFQ NUMBER
 RJC693

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 304-558-2544

VENDOR

*709002325 718-252-8100
 CHARM TEX
 1618 CONEY ISLAND AVENUE
 BROOKLYN NY 11230

SHIP TO

REG'L JAIL & CORR'L AUTH'Y
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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12/23/2010				

BID OPENING DATE: 01/06/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: RJC693						
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						
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	TELEPHONE 718 252 8100	DATE 1/1/11
TITLE VP of Sales	FEIN 11-2582405	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 RJC693

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

*709002325 718-252-8100
 CHARM TEX
 1618 CONEY ISLAND AVENUE
 BROOKLYN NY 11230

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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0001	1	LS		095-00-99-000		
PERSONAL HYGIENE PRODUCTS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>AD</i>	TELEPHONE 718 252 8100	DATE 1/1/11
TITLE VP of Sales	FEIN 11-2582405	ADDRESS CHANGES TO BE NOTED ABOVE

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

RJC693
Addendum No. 2

Q1. Can you please send me the previous pricing you all had for the Personal Hygiene Products Contract (#RJC693).

A1. There has not been a Personal Hygiene Contract for many, many years for the items specific to this bid. That information is not available.

Q2. I was interested in a bid I found on bidnet.com. Regional Jail and Correctional Authority. The toothbrush and the hair care products; on that, is there a specific brand, and specific ingredients we need to make sure it has and also what about the packaging specs on the bottles?

A2. There is no specific brand name or ingredient list associated with these products. If there is a particular type of packaging required, it is listed under General Information; item 2) in the bid specifications and again on the pricing page.