



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
RJC696

PAGE
1

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

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE
ACME SUPPLY CO., LTD
10 CEDAR SWAMP RD
STE # 7
GLEN COVE, NY 11542

SHIP TO

REG'L JAIL & CORR'L AUTH'Y
 1325 VIRGINIA STREET EAST
 CHARLESTON, WV
 25301 304-558-2110

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: **06/29/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		200-43		\$35,000.00
<p>PRISONER CLOTHING</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA REGIONAL JAIL AND CORRECTIONAL FACILITY AUTHORITY IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE INMATE CLOTHING PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 06/14/2011. 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:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>EXHIBIT 3</p>						

RECEIVED

2011 JUN 28 AM 10:03

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Tara Lyle</i>	TELEPHONE (800) 567-8025	DATE 6-24-11	
TITLE PRESIDENT	FON 11-3111598	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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BID OPENING DATE: **06/29/2011** BID OPENING TIME **01:30PM**

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 *[Signature]* TELEPHONE **(800) 567-8025** DATE **6-24-11**

TITLE **PRESIDENT** FEIN **11-3111598** ADDRESS CHANGES TO BE NOTED ABOVE

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



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<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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>PRESIDENT</i>	(800) 567-8025	6-24-11
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>PRESIDENT</i>	11-3111598	

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<p>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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **(800)567-8025** DATE **6-24-11**

TITLE **PRESIDENT** FEIN **11-3111598** ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ----- TL/32 -----</p> <p>RFQ. NO.: ----- RJC696 -----</p> <p>BID OPENING DATE: ----- 06/29/2011 -----</p> <p>BID OPENING TIME: ----- 1:30 PM -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (800) 567-8026</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): SANDRA BAILEY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: (800) 567-8025 DATE: 6-24-11

TITLE: PRESIDENT FEIN: 11-3111598 ADDRESS CHANGES TO BE NOTED ABOVE

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**BID SPECIFICATIONS
Inmate Clothing and Accessories
RJC696**

SCOPE

The West Virginia Regional Jail Authority (WVRJA) is soliciting bids from qualified vendors to establish an open end contract(s) to provide Clothing and Accessories for inmates housed in WV Regional Jail Authority Facilities. This request for quotation is to establish an Agency contract to supply specific clothing items to ten (10) Regional Jail Facilities located throughout the state. The contract(s) shall also be available for use by other state agencies with like needs. The Agency reserves the right to make multiple awards based on the best quality, lowest priced product from qualified vendors meeting all specifications per item number.

The name and location of each WVRJA facility is listed at the end of this Request for Quotation.

**** 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) At the time of this bid, the West Virginia Regional Jail Authority's total inmate population is approximately 4,450 (total male and female);
- 2) Bidders must be a manufacturer or a regular stocking licensed dealer for the products offered at the time of bid;
- 3) Orders shall be delivered within seven (7) working days after orders are received. If for any reason this time frame cannot be met, the Authority reserves the right to order the product from another vendor;
- 4) Vendors shall carry or have access to an adequate stock of items bid to insure such delivery service for the duration of the contract. In the event an item is unavailable at the time of order, the vendor must contact the facility placing the order immediately. Excessive out of stock and back orders will not be tolerated and may result in cancellation of the contract;
- 5) If vendors bid quote makes reference to the prices being subject to change, those terms are null and void;
- 6) The bid price is to be all inclusive and must be the final price that will be charged to the State of West Virginia;
- 7) All bids are to be quoted as F.O.B. destination to any facility location listed in the RFQ. 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;

8) Once the contract has been awarded, verification of product quality is the responsibility of the vendor. Non conforming materials shall be returned to the vendor at no expense to the Agency or the State of West Virginia at any time during the life of this contract;

9) The successful vendor shall provide catalogs upon request to any Regional Jail Authority/State Agency utilizing this contract. Additional catalogs may be required from the vendor at any time. These shall be provided at no cost to the State. Regional Jail Facilities/State Agencies may obtain the catalogs by contacting the contract coordinator listed on the pricing page;

10) 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 and/or the Purchasing Division may decline and re-bid the commodity;

11) Successful vendor must be able to accept orders via telephone, fax, internet, USPS;

12) Credits must be handled quickly and efficiently, promptly replacing incorrect items and processing credits in a timely manner;

13) Internet Access – Vendor must be able to provide internet access. This should be so noted in their quotation. The successful bidder's contract coordinator listed on the pricing page shall be prepared to describe the process for setting up such ordering for state agencies;

14) A vendors' catalog should be submitted with the bid. The most current catalog is preferred.
NOTE: If submitted, Internet catalogs must be submitted in paper format;

15) The lowest cost bidder, whose product meets all mandatory specifications, and product quality inspection by the Agency shall be awarded the contract. The price bid shall remain the same during the entire contract period including any renewals;

16) The successful bidder shall not substitute any other brand or product for that awarded without prior written approval from the WV Regional Jail Authority. Any substitution of product without prior approval will be grounds for cancellation of the contract;

17) The Agency reserves the right to make multiple awards based on the best quality, lowest priced product from qualified vendors meeting all specifications per item number.

18) As durability is of equal importance to the Agency as cost, the West Virginia Regional Jail Authority reserves the right to request samples for quality inspection from the three lowest bids of each item number prior to award at no cost to the State of West Virginia;

19) Bidders shall provide all information requested on "RCJ696 Pricing Page(s) for the following items;

At a minimum, each item bid must meet the following specifications;

Item #1 - Men's Brief ✓

100% Pre Shrunk Cotton
Made of first quality material
Snug fit
Elastic waist band
Available in Colors and White
Available in Sizes Small to 10 XL

Item #2 - Woman's Sports Bra ✓

Made of first quality material
Two ply cotton blend
Pull on styling
No Hooks
Wide non slip straps
Available in Sizes Small to 5X

Item #3 - Woman's Panties ✓

100 % Cotton
Classic style brief
Elastic waistband
Snug knitted leg
Available in Sizes – 5 (small) to 18 (plus)

Item #4 - Sleep Shirt

100% Pre-shrunk cotton
Made of first quality material
Slip over design
Double needle sleeve and bottom hem
Modest design and coverage
No Buttons
No Ties
No Snaps
No Pockets
No decorative trim of any kind
Sizes – Standard (small – 2X) to Plus (3XL-6XL)

Item #5 - Disposable Isolation Gowns

Fluid resistant
Sewn seams
Elastic cuffs
Universal fit

Item #6 - Disposable Shirt and Disposable Trouser

Breathable fabric
Fluid resistant
Self extinguishing
Surged seams
No pockets
Sewn-in elastic (Trousers)

Item #7 – Disposable Briefs

Breathable fabric
Highly stretchable
Washable
One size fits most
Unisex

Item #8 - Sweatshirt

Made of first quality material
50/50 Heavy Poly Cotton blend
Reinforced neck, shoulder, and armhole seams
Cover seamed and ribbed collar, cuffs and waistband
Available in Orange
Available in Sizes - Small to 10X

Item #9 – Cap (Watch Caps)

100% Acrylic knit
Machine Wash and Dry
One size fit all
Available in Orange

Item#10– Suicide Prevention Smock

Made of durable construction
Velcro Fastening
Tear resistant
Lockstitch quilted
Minimum 8 oz. polyester batting
Flame resistant
Machine washable and machine dryable

Item #11 - Heavy-Duty Vinyl Apron

Made of first quality, heavy-duty vinyl
Tear-resistant
Flame-resistant
One size fits all.
Easy clean with soap and water

Item #12 - PVC Sandal

Slip on
One piece durable construction
All manmade material
1-1/8 to 1-1/2 in Thick Cushioned Sole
Can be worn with or without socks
Can be worn indoors or outdoors
Autoclave safe
Non Skid
Non marking
Unisex

Item #13 - Boot (Inmate road crew)

6"
Leather
Plain, soft toe
No shank
Lace up
Metal rust resistant eyelets
Oil-resistant
Water-resistant
Moisture-wicking lining
Cushioned removable insole
Arch support
Slip resistant rubber outsole
Double reinforced non-marking outsole
Padded tongue and collar
Goodyear-Welt construction

Item #14 - Boot (Kitchen work)

Servus or equal
100% Waterproof
Over sock
Seamless molded construction
Reinforced at critical stress points
Anti-Skid outsole and heel
12" and 16" tall

Item #15 - Disposable Latex Over-Boot

12" Latex Over-Boot
100% Waterproof
Slip resistant

Item #16 – Shoe (Trustee general work)

Shoes for Crews - Style #6001 or equal (men's); Style #7001 or equal (women's)
 Lace up
 Maximum grip outsole for use in wet and/or greasy conditions
 Reinforced lateral heel support
 Removable cushioned insoles
 Padded collar
 Available in Men's sizes
 Available in Woman's sizes

Item #17 – Shoe (Trustee general work)

Adjustable hook-and-loop closure
 High traction durable rubber sole
 Reinforced lateral heel support
 Removable cushioned insoles
 Padded collar
 Available in Men's sizes
 Available in Woman's sizes

Item #18 – Rubber Knee Boot (Work Crew Rubber)

16"
 Waterproof
 Over sock
 Soft toe
 Slip resistant
 Anti-bacterial inner boot lining
 Anti-bacterial outsole
 Anti-fatigue
 Mold-injected unibody construction
 Reinforced heel & toe
 Removable cushioned Insoles

Reminder to Bidders:

Prior to submitting bids, bidders are cautioned to read the RFQ carefully and comply with ALL mandatory bid requirements.

If submitted, please Include dated and numbered catalog(s) – Two Sets
 If available, please supply an electronic copy of catalog(s).

If the price list/bid quote makes reference to prices being subject to change, those terms are null and void. All price changes shall be in accordance with Paragraph 10 of this request.

Complete the Pricing Pages – including the vendor name and address; the name and contact information for the point of contact for this contract who will respond to agency inquiries; and, any other information requested on the pricing page.

The most complete, lowest cost bid per item number, whose product meets all mandatory specifications and quality inspection, shall be awarded the contract. The price bid shall remain the same during the entire contract period including any renewals.

Requested sample(s) must be submitted at no cost to the State of West Virginia.

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

Eastern Regional Jail
94 Grapevine Road
Martinsburg, (Berkeley County) WV 25401
(304) 267-0045

Central Regional Jail
300 Days Drive
Flatwoods, (Braxton County) WV 26601
(304) 765-7904

North Central Regional Jail
#1 Lois Lane
Greenwood, (Doddridge County) WV 26415
(304) 873-1384

Northern Regional Jail
Rd. 2, Box 1
Moundsville, (Marshall County) WV 26041
(304) 843-4067

Potomac Highlands Regional Jail
13 Dolan Drive
Augusta, (Hampshire County) WV 26704
(304) 496-7854

South Central Regional Jail
1001 Centre Way
Charleston, (Kanawha County) WV 25309
(304) 558-1336

Southern Regional Jail
1200 Airport Road
Beaver, (Raleigh County) WV 25813
(304) 256-6726

Southwestern Regional Jail
#13 Gaston Caperton Drive
Earl Ray Tomblin Industrial Park
Holden, (Logan County) WV 25625
(304) 239-3032

Tygart Valley Regional Jail
400 Abbey Road
Belington, (Randolph County) WV 26250
(304) 637-0382

Western Regional Jail
One O'Hanlon Place
Barboursville, (Cabell County) WV 25504
(304) 733-6821

**BID SHEET
RJC696**

Page one of four

ITEM #	DESCRIPTION	SIZE	CATALOG ITEM #	UNIT PRICE	ESTIMATED YEARLY PURCHASE	EXTENDED PRICE
1	Men's White Brief	Small	ACME#76672-S	1.00 / EA	1,000	\$1,000
	Men's White Brief	Medium	ACME#76672-M	1.00 / EA	1,500	\$1,500
	Men's White Brief	Large	ACME#76672-L	1.00 / EA	3,500	\$3,500
	Men's White Brief	X-Large	ACME#76672-XL	1.00 / EA	3,500	\$3,500
	Men's White Brief	XX-Large	ACME#76672-2XL	1.00 / EA	3,500	\$3,500
	Men's White Brief	+ Plus sizes	ACME#76672-3XL	1.00 / EA	2,000	\$2,000
	Men's Color Brief	Small		/	1,000	
	Men's Color Brief	Medium		/	1,500	
Men's Color Brief	Large		/	3,500		
Men's Color Brief	X-Large		/	3,500		
Men's Color Brief	XX-Large		/	3,500		
Men's Color Brief	+ Plus sizes		/	2,000		
TOTAL COST item 1						
2	Woman's White Sports Bra	32 - 38	ACME#72206-XL	2.50 / EA	2,500	\$6,250.00
	Woman's White Sports Bra	40 - 54	ACME#72206-9XL	2.50 / EA	2,500	\$6,250.00
TOTAL COST item 2						
3	Woman's White Panties	Small	ACME#166PC-05	0.75 / EA	500	\$375.00
	Woman's White Panties	Medium	ACME#166PC-06	0.75 / EA	3500	\$2,625.00
	Woman's White Panties	Large	ACME#166PC-07	0.75 / EA	4500	\$3,375.00
	Woman's White Panties	Plus size	ACME#166PC-18	0.75 / EA	1500	\$1,125.00
TOTAL COST item 3						
4	Woman's Sleep Shirt	S - 2XL		/	1000	
	Woman's Sleep Shirt	Plus size		/	500	
TOTAL COST item 4						
5	Disposable Isolation Gown	Universal fit		/	2,500	
TOTAL COST item 5						

BID SHEET
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 Page two of four

ITEM#	DESCRIPTION	SIZE	CATALOG ITEM #	UNIT PRICE	ESTIMATED YEARLY PURCHASE	EXTENDED PRICE
6a	Disposable Shirt	Standard fit		/	1,000	
	Disposable Shirt	XL - 2XL		/	1,000	
	Disposable Shirt	XL Plus size		/	1,000	
Sub total item 6a						
6b	Disposable Pant	Standard fit		/	1,000	
	Disposable Pant	XL - 2 XL		/	1,000	
	Disposable Pant	XL Plus size		/	1,000	
Sub total item 6b						
COMBINED TOTAL COST item 6a and 6b						
7	Disposable Brief	Fits most		/	2,000	
	Disposable Brief	Plus size		/	1,000	
TOTAL COST item 7						
8	Sweatshirt	Small		/	500	
	Sweatshirt	Medium		/	500	
	Sweatshirt	Large		/	800	
	Sweatshirt	XL		/	1,000	
	Sweatshirt	2XL		/	1,000	
	Sweatshirt	3XL		/	1,000	
TOTAL COST item 8						
9	Caps (Watch Caps)	One size		/	144	
TOTAL COST item 9						
10	Suicide Prevention Smocks	34" - 52"		/	20	
		44" - 56"		/	50	
TOTAL COST item 10						
11	Heavy-Duty Vinyl Apron	One size		/	150	15
TOTAL COST item 11						

**BID SHEET
RJC696**

Page three of four

ITEM#	DESCRIPTION	SIZE	CATALOG ITEM #	UNIT PRICE	ESTIMATED YEARLY PURCHASE	EXTENDED PRICE
12	PVC Sandal	S - 3XL			10,000	
TOTAL COST item 12						
13	Boot (Inmate road crew) M Width	5 - 16			150	
	Boot (Inmate road crew) Wide Width	5 - 16			50	
TOTAL COST item 13						
14	Boot (Kitchen work) 12"	4 - 13			250	
	Boot (Kitchen work) 16"	4 - 13			250	
TOTAL COST item 14						
15	Disposable Latex Over Boot	6 - 15			2,000	
TOTAL COST item 15						
16	Shoe (Trustee general work) Lace up Medium width Men's	7 - 14			2,000	
	Shoe (Trustee general work) Lace up Wide width Men's	7 1/2 - 13			1,000	
TOTAL COST item 16						
17	Shoe (Trustee general work) Lace up Medium width Woman's	4 - 12			750	
	Shoe (Trustee general work) Lace up Wide width Woman's	6 1/2 - 10			250	
TOTAL COST item 17						
18	Shoe (Trustee general work) Velcro closure Medium width Men's	4 - 13			750	
	Shoe (Trustee general work) Velcro closure Wide width Men's	4 - 13			250	
TOTAL COST ITEM 18						

ITEM#	DESCRIPTION	SIZE	CATALOG ITEM #	UNIT PRICE	ESTIMATED YEARLY PURCHASE	EXTENDED PRICE
19	Shoe (Trustee general work) Velcro closure Medium width Woman's	5 - 17		/	750	
	Shoe (Trustee general work) Velcro closure Wide width Woman's	5 - 17		/	250	
TOTAL COST item 19						
20	Rubber Knee Boot (Outdoor cleanup crew)	4 - 15		/	100	
TOTAL COST item 20						

Bidder / Vendor Information

Vendor Name:
 Address:

Acme Supply Co., LTD
10 Cedar Swamp Rd
STE 7

Web Address:
 Contact Coordinator:
 Phone Number:
 FAX #:
 E-Mail Address:

Glen Cove, NY 11542
WWW.ACME-SUPPLY.US
Sandra Bailey
(800) 567-8025
(800) 567-8026
BNA@ACME-SUPPLY.US

RFQ No. RJC 696

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

Authorized Signature: *Zahheer Sheik* Date: 6-24-11

State of NEW YORK

County of NASSAU, to-wit:

Taken, subscribed, and sworn to before me this 24th day of June, 2011.

My Commission expires 30 March, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC *Robert N. Tabor*

~~AMY L. TABOR
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01TA5034628
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES OCT. 17, 20~~

Robert N. Tabor
Notary Public, State of New York
No. 01TA4738380
Qualified in Nassau County
Commission Expires March 30, 2015

Rev. 09/08

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: Acme Supply Co., LTD Signed: [Signature]
 Date: 6-24-11 Title: PRESIDENT

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



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
RJC696

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
ACME SUPPLY CO., LTD
10 CEDAR SWAMP RD
STE #7
GLEN COVE, NY 11542

REG'L JAIL & CORR'L AUTH'Y
1325 VIRGINIA STREET EAST
CHARLESTON, WV
25301 **304-558-2110**

DATE PRINTED 06/22/2011	TERMS OF SALE	SHIP VIA	FOR	FREIGHT TERMS
BID OPENING DATE: 07/05/2011		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
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.						
END OF ADDENDUM NO. 1						
0001	1	LS		200-43		
						RECEIVED JUN 28 A 11:19 STATE OF WV PURCHASING DIVISION
***** THIS IS THE END OF RFQ						RJC696 ***** TOTAL: \$35,000.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **(800)567-8025** DATE: **6-27-11**

TITLE: **PRESIDENT** FEIN: **11-311598** ADDRESS CHANGES TO BE NOTED ABOVE

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

RJC696
ADDENDUM NO. 1

Q1: Do we have to bid all items?

A1: **No, you do not have to bid all items.**

Q2: Will we be penalized if we do not bid some items?

A2: **No, you will not be penalized if you do not bid some items.**

Q3: Are you awarding by line item? or section ?

A3: **The award of the contract(s) will be based on Line Item # total cost.**

Q4: If you are awarding by section....what are those sections?

A4: **N/A. See response above.**

Q5: Item #4 Sleep shirt....what color ?

A5: **The color of the sleep shirt is Navy.**

Q6: For this item #4...is a twill or poplin fabric that is 65poly/35 cotton acceptable ?

A6: **The specification calls for 100% Pre Shrunk Cotton fabric for the Sleep Shirt.**

Q7: What color for the PVC sandal...item # 12

A7: **The color of the PVC sandal used by the WWRJA is Orange.**

Q8: What color for the boot ...item # 13?

A8: **The boot bid must be available in Black and Brown.**

Q9: For item # 16...the shoes....are these hi top or low top? The style number that you refer to....where is that located?

A9: **The shoes are a low top style. Shoes for Crews is the manufacturer and the style number is referenced in the specifications. The shoe is called Falcon.**

Q10: What color is the shoe for item # 16?

A10: **The color of the shoe referenced in the specification is Black.**

Q11: Item # 17...is this a Velcro shoe? and is it low top or hi top and what color is it ?

A11: **Yes, the shoe specified has a Velcro closure; It is a low top shoe. The color is Black.**

Q12: Can we attend the bid opening? Will the prices be read?

A12: **Yes, you may attend a bid opening although it is not mandatory. The Purchasing Division will read the bids during the bid opening.**

Q13: What type of fabric they require for the sleeping shirts, along with the color?

A13: **The specification calls for 100% Pre Shrunk Cotton fabric for the A Sleep Shirt.**

Q14: What type of isolation garment they are using?

A14: **The isolation garment currently being utilized is a fluid resistant gown made of spun-bonded polypropylene with sewn seams, elastic cuffs and universal fit (one size fits most).**

*** No additional questions will be accepted on this RFQ.**

*** THE BID OPENING DATE HAS MOVED FROM
06/29/2011 TO 07/05/2011.**

EXHIBIT 10

REQUISITION NO.: *RJC696*

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. 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.

[Handwritten Signature]

.....
SIGNATURE

Acme Supply CO., LTD

.....
COMPANY

6-27-11

.....
DATE



Acme Supply Co Ltd
10 Cedar Swamp Road, Suite 7, Glen Cove, NY 11542
Ph 800.567.8025 Fax 800.567.8026 www.AcmeSupply.US

Fax

To:	Tara Lyle	From:	Sandra Bailey
Ph:	(304) 558-2544	Pg:	5/Including Cover Sheet
Fax:	(304) 558-3970	Date:	June 28, 2011
Re:	RFQ# RJC696 ADDENDUM NO. 1		

Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

● Comments:

We are submitting our Addendum No. 1 for RFQ# RJC696 for Prisoner Clothing, due to be open on July 5, 2011. Our bid was already submitted for this RFQ.

Thank you.