



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

WV PURCHASING AGENCY SECT. Fax 304-558-4115

May 30 2014 03:48pm P001/006

DJS140005

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

DEAN WINGERD
 304-558-0468

*421142446 410-752-0910
 NATIONAL RUBBER FOOTWEAR INC
 310 N COLVIN ST
 BALTIMORE MD 21202

DIVISION OF JUVENILE SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

FOOTWEAR

SHIP TO

DATE PRINTED

05/30/2014

BID OPENING DATE: 06/10/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM IS ISSUED:		
				1. TO CHANGE THE BID OPENING DATE FOR THIS RFQ TO JUNE 10, 2014 AT 1:30PM. EST.		
				2. TO PROVIDE QUESTIONS AND ANSWERS REGARDING SOLICITATION IN ATTACHMENT A.		
				3. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.		
				*****END OF ADDENDUM NO. 1*****		
				06/02/14 09:58:46AM West Virginia Purchasing Division		

SIGNATURE

Harry Lewis
 President

TELEPHONE

410-752-0910

DATE

5/30/14

TITLE

FEIN

52-1040257

ADDRESS CHANGES TO BE NOTED ABOVE

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

ATT: DEAN
Wingler
FAX
304-558-4115

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DJS140005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

National Rubber Footwear Inc
Company

Harry Long
Authorized Signature

5/30/14
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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Solicitation

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DIVISION OF JUVENILE SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED
 05/07/2014

BID OPENING DATE: 06/03/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		805-12-01-001		
ATHLETIC SHOES FOR MEN AND WOMEN VARIOUS SIZES						
<p>05/22/14 09:59:34AM West Virginia Purchasing Division</p> <p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF JUVENILE SERVICES, IS SOLICITING BIDS TO PROVIDE ATHLETIC SHOES TO THE VARIOUS JUVENILE FACILITIES THROUGHOUT WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS. 2. GENERAL TERMS AND CONDITIONS. 3. DJS140005 SPECIFICATIONS. 4. CERTIFICATION AND SIGNATURE PAGE. 5. PURCHASING AFFIDAVIT. 6. VENDOR PREFERENCE FORM. <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING</p>						

SIGNATURE: *Harry Cery* TELEPHONE: 410-752-0910 DATE: 5/13/14
 TITLE: President FEIN: 52-1040257 ADDRESS CHANGES TO BE NOTED ABOVE

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



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DEAN WINGERD 304-558-0468

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 NATIONAL RUBBER FOOTWEAR INC
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VENDOR

SHIP TO

DIVISION OF JUVENILE SERVICES
 VARIOUS LOCALES AS
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						
***** THIS IS THE END OF RFQ DJS140005 ***** TOTAL:						<u>25490.⁰⁰</u>

SIGNATURE: <i>Harry Cery</i>	TELEPHONE: 410-752-0910	DATE: 5/13/14
TITLE: <i>President</i>	FEIN: 52-1040257	ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTATION
DJS140005 ATHLETIC SHOES and INSOLES

Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Harvey Levy
 Telephone Number: 410-752-0910
 Fax Number: 410-332-8145
 Email Address: NRFShoes@GMAIL.com

DJS140005 Athletic Shoes Exhibit A - Pricing Page

Item #	Description	Estimated Annual Qty.	Brand/Model	* Unit Price	** Extended Price
MENS LACE UP HIGH-TOP ATHLETIC SHOES					
1	WINGER L7HM or Equal Sizes 6 THRU 12 (Including 1/2 sizes)	1200	winger L7HM	\$17 ⁴⁰	\$20,880 ⁰⁰
2	WINGER L7HM or Equal Size 13 THRU 15	50	winger L7HM	\$18 ⁵⁰	\$925 ⁰⁰
3	WINGER L7HM or Equal Size 16	10	winger L7HM	\$19 ⁰⁰	\$190 ⁰⁰
4	ADDITIONAL INSOLES (TO BE PURCHASED IN PAIRS) WHOLE SIZES 6 THRU 16 3-4 mm toe area X 8mm heel area	1000	PU 308	\$2 ⁵⁰ PAIRS	\$2500 ⁰⁰
WOMEN'S LACE UP HIGH-TOP ATHLETIC SHOES					
5	WINGER L7HML or Equal Sizes 5-7 (including 1/2 sizes)	50	winger L7HML	\$17 ⁴⁰	\$870 ⁰⁰
6	INSOLES (TO BE PURCHASED IN PAIRS) WHOLE SIZES 5-7 3-4mm toe area X 8mm heel area	50	winger	\$2 ⁵⁰	\$125 ⁰⁰
Failure to use this form may result in disqualification				Total	\$25,490 ⁰⁰
Bidder / Vendor Information:					
Name:		NATIONAL Rubber FOOTWEAR INC			
Address:		310 N. Calvin ST.			
		BALTIMORE, MD. 21202			
Phone# :		410-752-0910			
Email Address:		NRFSHOES@GMAIL.COM			
Multiply bid * unit price by the estimated annual quantity = **extended price					

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

National Rubber Footwear, Inc
(Company)

Harvey Levy
(Authorized Signature)

Harvey Levy President
(Representative Name, Title)

410-752-0910 410-332-8145
(Phone Number) (Fax Number)

5/13/14
(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: National Rubber Footwear Inc.

Authorized Signature: Harry King, President Date: 5/2/14

State of Maryland

County of Carroll, to-wit:

Taken, subscribed, and sworn to before me this 16th day of May, 2014.

My Commission expires October 11, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC Nancy Friedman
Purchasing Affidavit (Revised 07/01/2012)