

Kar Wing Trading Co., Inc.

Certified: •SBA8(a)case#305112•SB#7988•WMBE#25173•DBE#9942•CBE#83517
•HubZone #50553

1923 Frank Stiles Street
South El Monte
California, 91733-3716
T: 800.538.8331 F: 626.350.0440
www.karwing.com
sales@karwing.com

June 4, 2014

Division of Juvenile Services
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Attn: Dean Wingerd

Bid Number: DJS140005
Bid Title: Athletic Shoes for Men and Women Various Sizes
Due Date and Time: June 10, 2014, 1:30PM

Dear Dean Wingerd:

We are pleased to submit the following documents:

1. Duly signed and Completed Bid Package - Including
 - Instruction to Vendors Submitting bids
 - General Terms and Conditions
 - DJS140005 Specifications
 - Certifications and Signature page
 - Purchasing Affidavit
 - Vendor Preference Form
2. Addendum Acknowledgment Forms (6 pages)
3. Kar Wing's Specification Sheets (2 pages)
4. Warranty - Complete Plan
5. Capabilities Statement
6. Certification Sheet & certifications (5 pages)
 - SBA8 (a) Certification
 - HubZone Certification
 - CA DOT WMBE
 - Certificate of Status - Good Standing
7. Authorization Letter

We hope our offer will receive your favorable consideration. If you have any questions or concerns, please feel free to contact me at (800) 538-8331 ext. 14. We look forward to doing business with your department.

Sincerely,



Maricela Duenas
Account Executive
Encs. As mentioned above

06/09/14 11:50:38AM
West Virginia Purchasing Division



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

Solicitation

NUMBER

DJS140005

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

DEAN WINGERD
304-558-0468

*401141032 800-538-8331

KAR WING TRADING CO INC
1923 FRANK STILES ST

SOUTH EL MONTE CA 91733-3716

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		WINGER/ L7HM/ White 805-12-01-001	\$14.29	\$14.29
				WINGER/ L7HML/ White	\$14.29	\$14.29
				ATHLETIC SHOES FOR MEN AND WOMEN VARIOUS SIZES		
0002				Kar Wing Insoles/ PU312CUP	\$2.60	\$2.60

OPEN END CONTRACT

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.

ATTACHMENTS INCLUDE:

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.

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

SIGNATURE

TELEPHONE

DATE

TITLE Account Executive

FEIN

95-4118150

(800) 538-8331

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, 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

Solicitation

NUMBER

DJS140005

PAGE

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DEAN WINGERD
304-558-0468

*401141032 800-538-8331
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1923 FRANK STILES ST
SOUTH EL MONTE CA 91733-3716

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DIVISION OF JUVENILE SERVICES
VARIOUS LOCALES AS
INDICATED BY ORDER

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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
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:						\$31.80

SIGNATURE

TELEPHONE

(800) 538-8331

DATE

6/3/14

TITLE

Account Executive

FEIN

95-4118150

ADDRESS CHANGES TO BE NOTED ABOVE

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

Kar Wing Trading Co., Inc.
 1923 Frank Stiles Street
 So. El Monte, CA 91733
 Tel: 800-538-8331 Fax: 626-350-0440

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - ☒ A pre-bid meeting will not be held prior to bid opening.
 - ☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

 - ☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: May 22, 2014 at 5:00pm

Submit Questions to: Dean Wingerd

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: Dean.C.Wingerd@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

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The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: June 3, 2014 at 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitute acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award

and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

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- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☐ **Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

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- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____ . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- ☐ **Commercial General Liability Insurance:**
 \$ 1,000,000.00 ☒ or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☐
- ☐
- ☐
- ☐
- ☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirement contained in the specifications prior to Contract award regardless of whether or not the insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
 for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

Kar Wing Trading Co., Inc.
 1923 Frank Stiles Street
 So. El Monte, CA 91733
 Tel: 800-538-8331 Fax: 626-350-0440

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

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to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public work contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
DJS140005 ATHLETIC SHOES and INSOLES

Kar Wing Trading Co., Inc.
 1923 Frank Stiles Street
 El Monte, CA 91733
 Tel: 800-538-8331 Fax: 626-350-0440

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Juvenile Services to establish an open-end contract for Athletic Shoes to be worn by residents in DJS facilities throughout the State.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section III, Subsection 1 below.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as **DJS140005**.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Athletic Shoes: Men’s Winger model L7HM or Equal**
Athletic Shoes: Women’s Winger model L7HML or Equal
 - 3.1.1.1 Must be a Cross Trainer for both Men’s and Women’s shoe.

 - 3.1.1.2 Must be constructed of or with the following or equal:
 - A. Outsole must be non-slip, non-marking as not to mark, scuff or damage interior floors. Must be made to perform for both indoor (wooden court) and outdoor (concrete) and (blacktop) use.
 - B. Must be high top.

REQUEST FOR QUOTATION
DJS140005 ATHLETIC SHOES and INSOLES

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
San Jose, CA 95128
Tel: 800-538-8331 Fax: 626-350-0440

- C. Leather upper, must be vented or perforated to allow for breathability with a lace up front.
- D. Insoles are to be full cushioned with arch support. Must be a minimum of 5mm in toe tip and 5mm heel area.
- E. Midsole must be non-removable.

3.1.1.3 Men's Athletic Shoes must be available in sizes listed below:

- A. Athletic shoes must come in Men's Sizes from 6 to 16 and must be available in ½ sizes up to and including size 12.
- B. Must come in Men's Whole Sizes from 13 thru 16.
- C. Men's shoe must be unisex with both men's and women's sizes listed on the inside tongue of shoe.
- D. Must be available in standard and wide widths.

3.1.1.4 Women's athletic shoe must be available in sizes listed below;

- A. Athletic shoes must come in Women's Sizes from 5 thru 7 and must be available in ½ sizes up to and including size 7.
- B. Must be available in standard and wide widths.

3.1.1.5 Additional Insoles- There will be a need for additional insoles that can be purchased separately from the athletic shoe. Insoles will be inserted over the existing insole or as a replacement for both men's and women's shoes.

- A. Must be high density pu- foam cushion with cup sole, front toe area 3-4mm X 8 mm heel area. Must have massage pads in ball and heel area.
- B. Must be removable and available in whole sizes. Insoles will need to range from sizes 6-16 for men's shoes and sizes 5-7 in women's shoe.
- C. As part of this RFQ, successful vendor must be able to provide insoles as well as athletic shoes.

REQUEST FOR QUOTATION
DJS140005 ATHLETIC SHOES and INSOLES

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- 3.1.1.6** Shoe Color: White for both men's and women's.
- 3.1.1.7** Items being bid as equal must have literature and documentation proving they meet the required specifications as listed above in sub-section 3.1.1.1, 3.1.1.2, 3.1.1.3 and 3.1.1.4
- 3.1.1.8** Vendor must be a manufacturer or a regular stocking licensed dealer for the products offered at the time of bid. Vendor should provide product information for the athletic shoes quoted on this RFQ with their bid.
- 3.1.1.9** Vendor may be asked to provide sample shoes and insoles that can be wear-tested for 30 days. Samples will be sent to the WV Purchasing Division at the address listed below. Samples will not be returned. The vendor will have five (5) business days to submit the samples if requested by the WV purchasing Division.

**West Virginia Purchasing Division
2019 Washington Street East
PO Box 50130
Charleston, WV 25305**

4. FACILITIES:

4.1 The following is a list of DJS facilities that will be ordering from this contract. Shoes will be shipped to the designated facility that placed the order.

1. Lorrie Yeager Juvenile Center, 907 Mission Drive,
Parkersburg, WV 26101 Phone: (304) 420-4860
2. Robert Shell Juvenile Center, 2 O'Hanlon Place,
Barboursville, WV 25504 Phone: (304) 733-0870
3. James H. "Tiger" Morton Juvenile Center, 60 Manfred Holland Way,
Dunbar, WV 25064 Phone: (304) 675-0860
4. Donald R. Kuhn Juvenile Detention Center, One Lory Place,
Julian, WV Phone (304) 369-2976

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DJS140005 ATHLETIC SHOES and INSOLES

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5. Vicki V. Douglas Juvenile Center, 900 Emmett Rousch Dr,
Martinsburg, WV 25401 Phone (304) 267-0164
6. Sam Perdue Juvenile Detention Center, 843 Shelter Rd.,
Princeton, WV 24739 Phone (304) -425-9721
7. Gene Spadaro Juvenile Center, 106 Martin Drive,
Mt. Hope, WV 25880 Phone (304) 877-6890
8. J.M. "Chick" Buckbee Juvenile Center, One Jerry Lane,
Augusta, WV 26704 Phone (304)-496-1341
9. Kenneth "Honey" Rubenstein Center, 141 Forestry Camp Rd.
Davis, WV 26260 Phone (304) 259-5241

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. **There will be no split or multiple awards.**
- 5.2 Pricing Pages:** Vendor should complete the Pricing Pages by listing the unit price per shoe item and multiply by the quantity to arrive at the extended price. All shipping must be included in the bid price. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. There will be no shipping charges. All shipping will be included in the bid pricing.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

REQUEST FOR QUOTATION
DJS140005 ATHLETIC SHOES and INSOLES

Kar Wing Trading Co., Inc.
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6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Vendor will accept the WV Purchasing card (P-card) as a method of payment.

7. DELIVERY AND RETURN:

- 7.1 Delivery Time:** Vendor shall deliver standard orders within ten (10) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the

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: Maricela Duenas/ Georgiana W. Lai
Telephone Number: (800) 538-8331 ext. 14
Fax Number: (626) 350-0440
Email Address: sales@karwing.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	\$ 14.29	\$ 17,148.00
2	WINGER L7HM or Equal Size 13 THRU 15	50	WINGER/ L7HM	\$ 15.72	\$ 786.00
3	WINGER L7HM or Equal Size 16	10	WINGER/ L7HM	\$ 17.15	\$ 171.50
4	ADDITIONAL INSOLES (TO BE PURCHASED IN PAIRS) WHOLE SIZES 6 THRU 16 3-4 mm toe area X 8mm heel area	1000	PU312CUP	\$ 2.60	\$ 2,600.00
WOMEN'S LACE UP HIGH-TOP ATHLETIC SHOES					
5	WINGER L7HML or Equal Sizes 5-7 (including 1/2 sizes)	50	WINGER / L7HML	\$14.29	\$ 714.50
6	INSOLES (TO BE PURCHASED IN PAIRS) WHOLE SIZES 5-7 3-4mm toe area X 8mm heel area	50	PU312CUP	\$2.60	\$ 130.00
Failure to use this form may result in disqualification				Total	\$ 21,550.00
Bidder / Vendor Information: Name: Kar Wing trading Co., Inc. Address: 1923 Frank Stiles Street, South El Monte, CA 91733 Phone#: (800) 538-8331 Email Address: sales@karwing.com					
Multiply bid * unit price by the estimated annual quantity = **extended price					

Minimum order:

If order is 5 pairs or more: No shipping cost and no extra charge

If order is 4 pairs or less: 1st pair \$10.00, 2nd to 4th pair \$2.00 per pair

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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.

Kar Wing Trading Co., Inc.

(Company)



(Authorized Signature)

Maricela Duenas, Account Executive

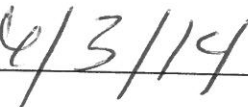
(Representative Name, Title)

(800) 538-8331

(626) 350-0440

(Phone Number)

(Fax Number)



(Date)

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

REQ No. DJS140005

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: Maricela Duenas / Kar Wing Trading Co., Inc.

Authorized Signature: *Maricela Duenas* Date: 6/4/14

State of CALIFORNIA

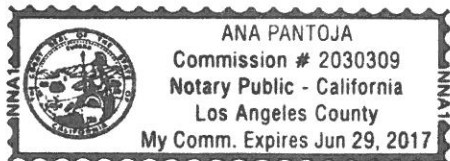
County of LOS ANGELES, to-wit:

Taken, subscribed, and sworn to before me this 4 day of JUNE, 2014

My Commission expires JUNE 29, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC *Ana Pantoja*



Purchasing Affidavit (Revised 07/01/2012)

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 Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

N/A 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**,

N/A 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**,

N/A 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% vendor preference for the reason checked:

N/A 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% vendor preference for the reason checked:

N/A 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% vendor preference for the reason checked:

N/A 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% vendor preference who is a veteran for the reason checked:

N/A 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% vendor preference who is a veteran for the reason checked:

N/A 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

XX Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Kar Wing Trading Co., Inc.

Date: 6/3/14

Signed: Maria La Rosa

Title: Account Executive



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

WV PURCHASING ACA SECT Fax 304-558-4115

May 30 2014 03:44pm P001/006

DJS140005

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

DEAN WINGERD

304-558-0468

*401141032 800-538-8331

KAR WING TRADING CO INC

1923 FRANK STILES ST

SOUTH EL MONTE CA 91733-3716

DIVISION OF JUVENILE SERVICES

VARIOUS LOCALES AS
INDICATED BY ORDER

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DATE PRINTED

05/30/2014

BID OPENING DATE:

06/10/2014

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	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*****						

SIGNATURE *Marcelo J. Garcia* TELEPHONE (800) 538-8331 DATE 6/3/14
TITLE Account Executive FEIN 95.4118150 ADDRESS CHANGES TO BE NOTED ABOVE

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

0002
Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

SOLICITATION NUMBER: DJS140005

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

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.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

0003

ATTACHMENT A

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

0004

Addendum 1**DJS140005**

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

1. Question: What is the current price for Kar Wing's shoe #L7HM?

Answer: "See Attached" price list

2. Questions: Insoles?

Answer: There is no pricing for these. We decided to add these insoles to this RFQ.

3. Question: Listed in "Specifications 7.1 "shall not hold orders until a minimum delivery quantity is met"". I cannot find any reference of "minimum delivery quantity" amount listed in the bid.

Answer: . There is no minimum established. The vendor will process and ship orders regardless of the quantity or amount.

4. Question: Is there a price adjustment available with documentations from the manufacture at the end of the contract 1year term if we renew?

Answer No

ATHLETIC SHOES

BID FORM DJS010304

Item #	Description	Estimated yearly usage	Unit Price	Extended price
	MEN'S LACE UP HIGH-TOP ATHLETIC SHOES			
1	ATHLETIC SHOES SIZES 6 THRU 12 (INCLUDING 1/2 SIZES)	Model: D7HM		
2	ATHLETIC SHOES SIZES 13		\$14.29	
3	ATHLETIC SHOES SIZES 14		\$15.29	
4	ATHLETIC SHOES SIZES 15		\$15.29	
5	ATHLETIC SHOES SIZES 16		\$15.29	
			\$17.14	

Kar Wing Trading Co., Inc.
 1923 Frank Stiles Street
 So. El Monte, CA 91733
 Tel: 800-538-8331 Fax: 626-350-0440

0005

0006

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DJS140005

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

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.

Kar Wing Trading Co., Inc.

Company


Authorized Signature

6/3/14

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

Kar Wing Trading Co., Inc.

Certified: •SBA8(a)case#305112•SB#7988•WMBE#25173•DBE#9942•CBE#83517
•HubZone Application#50553

1923 Frank Stiles Street
South El Monte
California, 91733-3716
T: 800.538.8331 F: 626.350.0440
www.karwing.com
sales@karwing.com

Bid Number: DJS140005 Title: Athletic Shoes for Men and Women Various Sizes

Item No.: 0001

Open Date: 6/10/14

Open Time: 1:30PM

Contact Person: Maricela Dueñas or any Sales Associate

Hi-Top Leather Tennis Shoes

- Genuine Leather Upper
- High-Top Style
- Padded Collar and Tongue
- 7-8 pairs eyelets, shoe lace style
- full cushioned insole and arch support
- Rigid and comfortable Heel Counter
- Non-marking Rubber Outsole

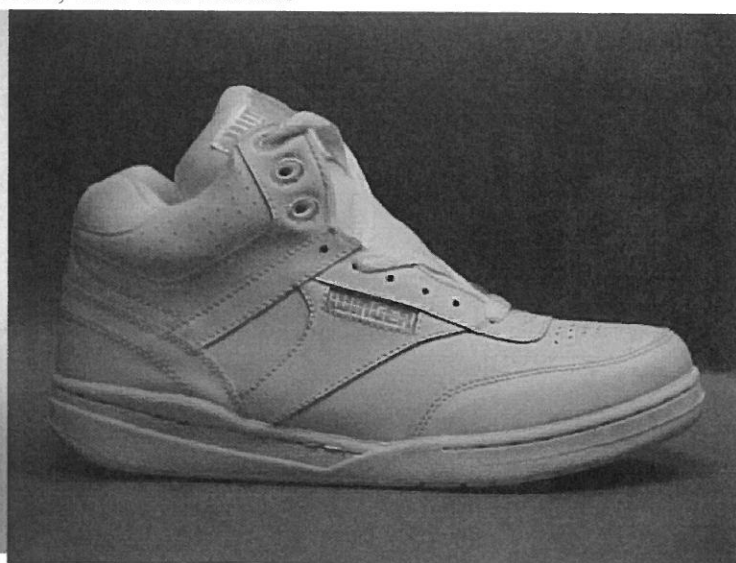
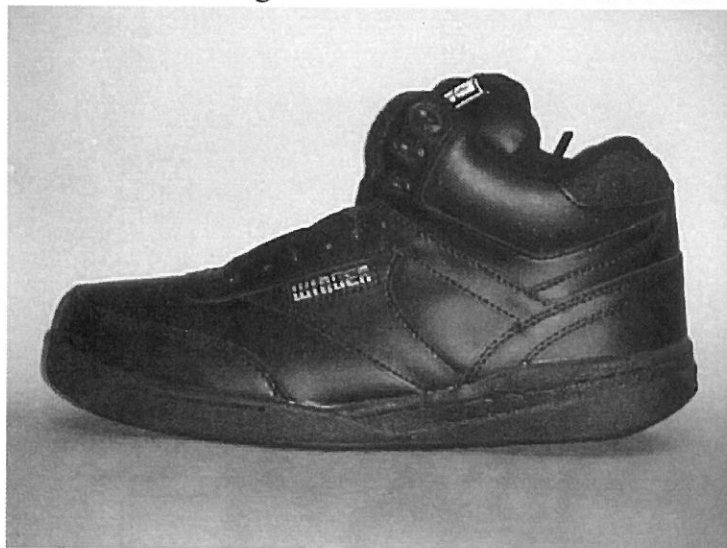
Brand: WINGER

Style No.: L7HM (MEN SIZE: 6 - 18 (6½ - 12½)
(Boys size: 3 - 5 (3½ - 5½)
L7HML (Women size: 5 - 13 (4½ - 12½)

Widths Available: Standard, wide

Color Available: Black, White

Packing: 1 Pair/Color Box, 12 Pairs/Carton



Kar Wing Trading Co., Inc.

Certified: •SBA8(a)case#305112•SB#7988•WMBE#25173•DBE#9942•CBE#83517
•HubZone Application#50553

1923 Frank Stiles Street
South El Monte
California, 91733-3716
T: 800.538.8331 F: 626.350.0440
www.karwing.com
sales@karwing.com

Bid Number: DJS140005 Title: Athletic Shoes for Men and Women Various Sizes

Item No.: 0002

Open Date: 6/10/14

Open Time: 1:30PM

Contact Person: Maricela Dueñas or any Sales Associate

INSOLES FOR WORKBOOTS

- Hi-density PU foam cushion cup sole
- Thickness: Front 3-4mm to heel 8mm, with massage pads in ball and heel areas

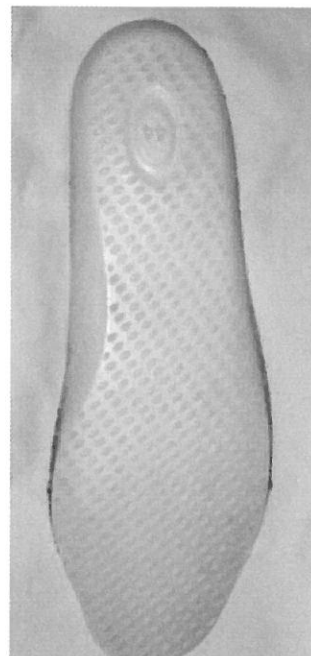
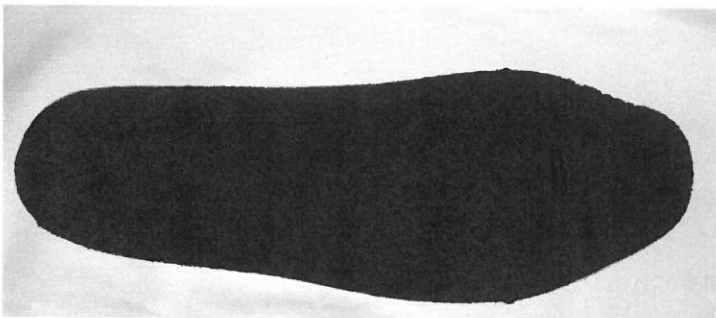
Item #:PU312CUP

Color: Black

Sizes Available: 8 to 13

(Delivery: for bigger sizes 7 to 60 days, depending on production schedule)

Packing: 1 pair per polybag, 72 pairs/ case (Any Size)



KAR WING TRADING CO., INC.

1923 Frank Stiles Street, South El Monte, CA 91733-3716

Website: www.karwing.com

Email: sales@karwing.com

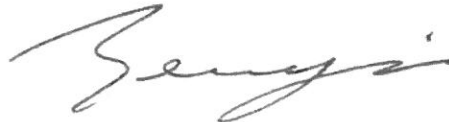
*Certified: SBA8(a)No.305112 SB DBE MBE WBE FEE SBE CBE
Hubzone Application No.50553*

Warranty – Complete Plan

We hereby guarantee replacement of goods at our expense including transportation if due to manufacturing defect. Should return be necessary, please follow the below mentioned procedures:

1. Call 1-800-538-8331 and ask for Shipping Department, anyone picks up the phone there will assist you. You may also fax (626) 350-0440 or email: sales@karwing.com or call the undersigned for further assistance:
2. Have the return item(s) packed, labeled with name and address of sender and ship to KAR WING TRADING, 1923 Frank Stiles Street, South El Monte, CA 91733-3716. Attn: Warranty Section. Any reference such as invoice number identifying the return will be helpful to us.
3. UPS Call-tag will be arranged within 1-3 working days after receipt of customer's notice. Our shipping department staff will notify you (the customer) once pick up date is known:
4. Right after receipt of returned item, a credit note for the full FOB Destination amount will be issued. Or, if customer prefers a replacement, shipment will be made as soon as possible, normally within 2 to 5 days:
5. If the replacement goods are not readily available, an equal or better one will be shipped upon customer's approval and acceptance, without additional charge.
6. Items to be returned should not exceed 12 months after receipt from original shipment date. Exceptions must be approved by us in writing.

KAR WING TRADING CO., INC.



Georgiana Lai
Marketing Director

Dated: 6/3/14

Tel: (626) 350-8138

Toll-free: (800) 538-8331

Fax: (626) 350-0440

KAR WING TRADING CO INC

1923 Frank Stiles St., S. El Monte, CA 91733-3716

Certified: ♦ SBA8(a)#305112 ♦SB#7988 ♦DBE#9942 ♦MBE/WBE#25173 ♦SBE#5707201 ♦CBE#83517

Contact: Georgiana W. Lai, President

sales@karwing.com Toll free: 800-538-8331 Fax: 626-350-0440 www.karwing.com

Capabilities Statement

Company Established since: July 2, 1987 in California.

Dun # 60-110-5091 **NAICS:** 424340 425110 425120 448210 **424210** **CAGE Code:** 1FYQ3

Office and Warehouse: 11,206 sq. ft. for efficient order processing and distribution.

Footwear – Distribute on as needed basis & develop utility shoes base on customer's unmet needs

Sizes: 4 to 18 (size 19 for some shoes)

Width: Standard, wide (narrow, or extra wide width for some shoes/work boots)

Color: Black, white, brown, navy (black or white for most shoes)

Safety: All Steel or Composite Toe Uniform Shoes or Work Boots meet or exceed ASTM F2413-05 MI/75 C/75 standard, with EH 14,000 Volts or 18,000 Volts. Available in 4" 6" 8" 9" high

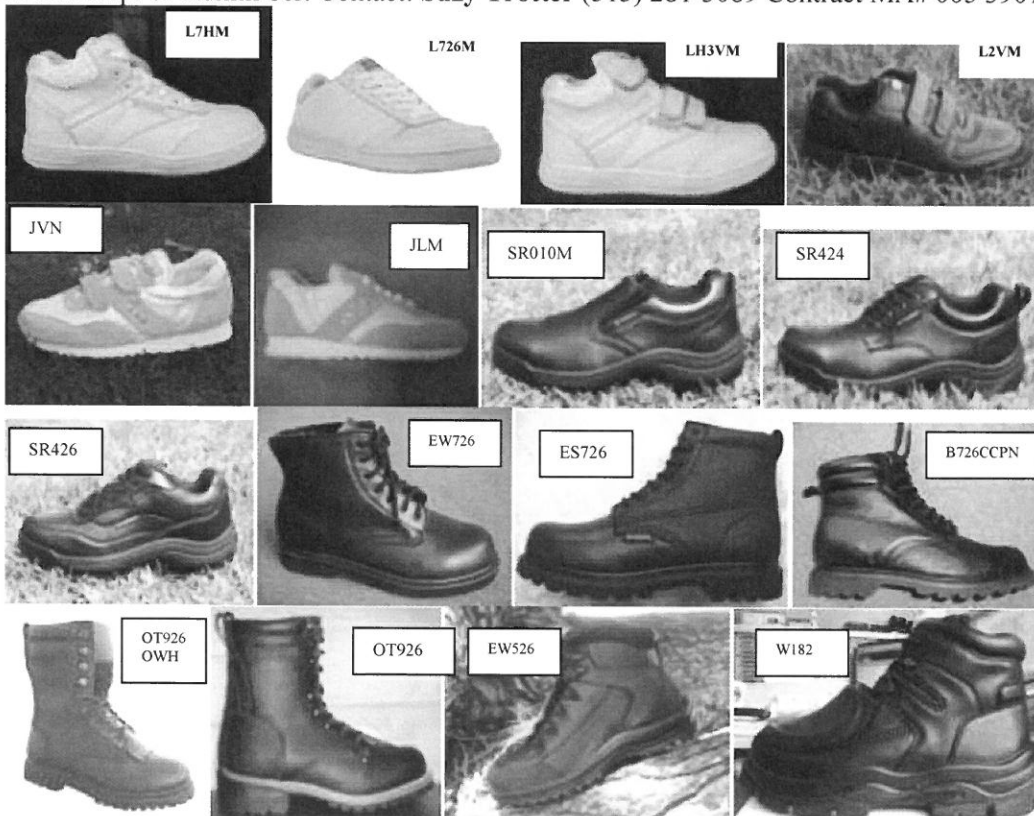
- Tennis Shoes, Joggers, Sneakers: Velcro, Slip On, Lace-up styles, low cut or high top
- Wildland Fire-fighting Heat Resistant Waterproof Boots, Loggers; plain or safety toe
- Oil/Water/Slip Resistant Kitchen Boots with composite toe, Welder Metatarsal Guard Boots
- Waterproof Hiker with composite toe, Work Boots with safety toe, or with plain toe

State & Local Contracts with POC info:

L.A. County Sheriff Dept Contact: **Pam Taylor** (661) 295-8803 Contract No.MA-IS-1440023-2

Atascadero State Hospital Contact: **Mary Marziello** (805) 468-2540 Agency Order No.12540026

IOWA Dept of Admin Ser. Contact: **Suzy Trotter** (515) 281-3089 Contract MA# 005 3901-10



KAR WING TRADING CO INC

1923 Frank Stiles Street, S. El Monte, CA 91733-3716
Tel: (626) 350-8138 Fax: (626) 350-9339 Email: business@karwing.com

Certifications

Issuing Authority	Certified As	Certificate No.	Original Cert Date	Expiring on	Renewing on
U.S. Small Business Administration Armida Brother Tel: (818) 552-3235	SBA 8(a)	Case No.305112	12/29/2011	12/29/2020	9 Years only.
U.S. Small Business Administration HubZone Certification	HubZone	# 50553	approved on 1/28/2014	current	
California Unified Certification Program (CUCP) Faye Serafin (213) 847-2643 or faye.serafin@lacity.org	DBE	File # 25173	10/7/2002	Current, does not expire	updated on 3/5/2014
California Unified Certification Program (CUCP) Faye Serafin (213) 847-2643 or faye.serafin@lacity.org	MBE/WBE	File # 9942	10/7/2002	Current, does not expire	updated on 3/5/2014
Department of Transportation, California Janice Salais (916) 324-1700	MBE WBE	Firm No. 25173	7/1/1995		8/1/2015
State of California DGS OSBDS Tel: (916) 375-4940	SB	Supplier # 7988	10/3/2005		7/31/2015
Illinois Department of Central Management Services Elias Ricks-Ngwayah Tel: (312) 814-4190	BEP (FBE)	No number	6/9/1998		6/26/2014
County of Los Angeles, California Debbie Cabreira-Johnson (877) 669-CBES	LocalSBE	Vendor # 05707201	9/30/2003		7/31/2015
County of Los Angeles, California (877) 669-CBES or cbesbe@isd.lacounty.gov participate in County's on-line access to open bids, register (WebVen) at http://camisvr.co.la.ca.us/webven	MBE WBE DBE	CBE Program ID # 83517	2/8/2006		7/9/2014
City of Philadelphia, Pennsylvania Office of Economic Opportunity Tel: (215) 683-2000	MBE WBE	111224	9/1/2011		6/14/2016
California Public Utilities Commission Supplier Clearinghouse	WMBE	VON#13040095	6/14/2013		6/14/2016



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

December 29, 2011

Georgiana Wing-Yee Lai, President
Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
South El Monte, California 91733

Dear Ms. Wing-Yee Lai:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) Business Development Program, you will receive business development assistance from an assigned Business Development Specialist in the Los Angeles District Office located at 330 North Brand Boulevard, Suite 1200, Glendale, California 91203-2304. The phone number is 818/552-3235.

Your firm will become eligible to receive 8(a) Business Development contracts after you submit a business plan using SBA Form 1010C and receive SBA's approval of the plan. We are sending a copy of this certification letter to the SBA Los Angeles District Office. That office will send you the business plan form.

SBA requires that the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement to show that he or she understands the conditions of 8(a) program participation. Please read the Agreement carefully, sign and date one copy and return it to the SBA Los Angeles District Office at the address shown in the second paragraph above. The second copy is for your records.

Even though your firm's approved North American Industry Classification System (NAICS) Code is 424340, your firm may be awarded contracts under other NAICS Codes, as long as the firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. While your firm's acceptance into the 8(a) Business Development Program is not a guarantee of contract support, SBA will make every effort to assist you in your marketing efforts.

I welcome you as an 8(a) Business Development Program participant and wish you every possible success.

Sincerely,

Darryl K. Hairston
Associate Administrator
for Business Development



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

Original
Certification
Date: 01/28/2014

Georgiana Lai - President, treasurer
KAR WING TRADING CO INC
1923 FRANK STILES ST,
South el monte, CA, 91733-3716

Dear Georgiana Lai:

Welcome to the HUBZone Program!

I am pleased to advise you that effective this date your application for certification as a "qualified HUBZone small business concern" (SBC) has been approved. Your firm is now eligible to receive HUBZone contracting opportunities, and will be included in the listing of qualified HUBZone small business concerns found on the Internet at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm. Congratulations! This certification will remain in effect until the HUBZone area that impacts your firm's eligibility, ceases to be designated as such. <http://www.sba.gov/content/hubzone-maps>.

The HUBZone Office now offers assistance via an interactive conference call at 888-858-2144, access code 3061773# (pound symbol), where we can respond to your general questions and concerns in real-time. Please visit our website at <http://www.sba.gov/hubzone>, for additional information regarding HUBZone application assistance office hours and calendar of topics to be discussed.

Your responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the benefits you may receive from the program come with the following important responsibilities:

- **Keep your System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date:** To apply for HUBZone Program certification, your firm had to be registered in the SAM and DSBS information systems. For your firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), it is essential that these records remain up-to-date. We strongly recommend that you validate your information at least annually. If you need assistance in updating your SAM or DSBS information, please go to the SAM Help Desk at <https://www.fsd.gov/app/answers/list>.
- **Inform HUBZone Program of any material changes to your concern:** If there are material changes to your concern (that may affect its continued eligibility) you must notify the HUBZone Program by sending an e-mail to HZMCN@sba.gov. Material changes include a change in size, ownership, business structure, or principal office location, in addition to falling below the 35% HUBZone residency requirement when your firm is not performing on a HUBZone contract. Failure to notify the HUBZone Program of material changes may result in decertification from the program. If at any time you feel your concern no longer qualifies for the HUBZone Program, you can complete the "Voluntary Decertification Agreement" available at <http://www.sba.gov/content/maintaining-hubzone-certification>.

Note the HUBZone Program mails notices regarding program examinations and re-certifications to your firm's most recent address of record. If you were to fail to respond to these notices because you have changed your address without updating your SAM and DSBS profiles and informing the HUBZone Program, SBA would propose your concern for decertification and might subsequently decertify it from the Program. Therefore, it is critical that you notify us of any change in address and keep your SAM and DSBS profiles updated.

- **Remain in compliance at all times and stay updated on Program changes:** It is your responsibility to continually ensure that your firm meets the requirements of the program. This includes, for example, continuously meeting the 35% HUBZone residency requirement, with the sole exception if you are making good faith efforts to "attempt to maintain" (see 13 C.F.R. § 126.103) having 35% of your employees reside in a HUBZone during the performance of a HUBZone contract you have received. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to your firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in 13 C.F.R. § 126.700, and/or the non-manufacturer rule set forth in 13 C.F.R. § 126.601(e)).

In addition, you should periodically visit our website (www.sba.gov/hubzone) to look for any important announcements concerning changes to the HUBZone Program. As an example, on May 3, 2010 an important change to the HUBZone regulations went into effect concerning the definition of an employee. The new definition, which can be found at our website, is meant to simplify the determination of whether a person working for a concern is counted as an employee of that concern for the purposes of determining eligibility for the HUBZone Program. The new definition may impact your eligibility for the program and ability to meet the principal office and 35% HUBZone residency requirement. (If you applied prior to May 3, 2010, the previous definition was likely used to determine your eligibility as we typically evaluate a firm's eligibility at the time of application submittal using regulations in effect at that time.) It is your responsibility to understand the new definition and to determine whether it impacts your concern's eligibility status. Contact the HUBZone Help Desk if you require assistance. If you find that your firm is not eligible for the program as a result of the definition change, you should inform the HUBZone Program of this material change to your concern or complete the "Voluntary Decertification Agreement" available at <http://www.sba.gov/content/maintaining-hubzone-certification>.

- **Participate in SBA eligibility monitoring initiatives:** As a result of 2008 and 2009 Government Accountability Office (GAO) audits, which discovered unacceptable levels of fraud and misrepresentation within the HUBZone Program, we have significantly increased our eligibility monitoring efforts to ensure only eligible SBCs receive the program's benefits. As such, you may be

BUSINESS ENTERPRISE CERTIFICATE

KAR WING TRADING CO INC

1923 FRANK STILES STREET
SOUTH EL MONTE, CA 91733 3716

Owner: GEORGIANA LAI

Business Structure: CORPORATION

STATE MINORITY BUSINESS ENTERPRISE

STATE WOMEN BUSINESS ENTERPRISE

This Certification Not Valid For Federal Aid Contracts

This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:

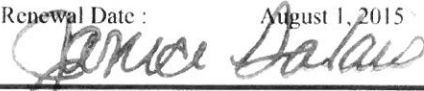
* 424340	Footwear Merchant Wholesalers
448120	Women's Clothing Stores
448110	Men's Clothing Stores
523130	Commodity Contracts Dealing
448130	Children's and Infants' Clothing Stores
448150	Clothing Accessories Stores

* Indicates primary NAICS code

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

Firm Number : 25173

Renewal Date : August 1, 2015



Janice Salais, CERTIFYING AGENCY REPRESENTATIVE

July 26, 2013

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

KAR WING TRADING CO., INC.

FILE NUMBER: C1411607
FORMATION DATE: 07/02/1987
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of May 01, 2014.

Debra Bowen

DEBRA BOWEN
Secretary of State

Kar Wing Trading Co., Inc.

Certified: 8(a)BD DBE MBE WBE CBE SBE

1923 Frank Stiles Street
South El Monte
California, 91733-3716
T: 800.538.8331 F: 626.350.0440
www.karwing.com
sales@karwing.com

Bid No. DJS140005

Open On: 6/10/2014

Open Time: 1:30PM

To Whom It May Concern:

I hereby authorize Maricela Dueñas, Account Executive, in our Sales Department to sign bids on behalf of this company. This authorization is effective for the above mentioned bid.

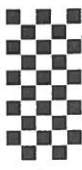
Kar Wing Trading Co., Inc.



Georgiana W. Lai

President

Dated: 6/3/2014



Kar Wing Trading Co., Inc.

Certified: •SBA8(a)case#305112•SB#7988•WMBE#25173•DBE#9942•CBE#83517
•HubZone #50553

1923 Frank Stiles Street
South El Monte
California, 91733-3716
T: 800.538.8331 F: 626.350.0440
www.karwing.com
sales@karwing.com

June 4, 2014

Division of Juvenile Services
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

06/05/14 04:35:20PM
West Virginia Purchasing Division

Attn: Dean Wingerd

Bid Number: DJS140005
Bid Title: Athletic Shoes for Men and Women Various Sizes
Due Date and Time: June 10, 2014, 1:30PM

Dear Dean Wingerd:

We are pleased to submit the following documents:

1. Duly signed and Completed Bid Package - Including
 - Instruction to Vendors Submitting bids
 - General Terms and Conditions
 - DJS140005 Specifications
 - Certifications and Signature page
 - Purchasing Affidavit
 - Vendor Preference Form
2. Addendum Acknowledgment Forms (6 pages)
3. Kar Wing's Specification Sheets (2 pages)
4. Warranty - Complete Plan
5. Capabilities Statement
6. Certification Sheet & certifications (5 pages)
 - SBA8 (a) Certification
 - HubZone Certification
 - CA DOT WMBE
 - Certificate of Status - Good Standing
7. Authorization Letter

We hope our offer will receive your favorable consideration. If you have any questions or concerns, please feel free to contact me at (800) 538-8331 ext. 14. We look forward to doing business with your department.

Sincerely,

Maricela Duenas
Account Executive
Encs. As mentioned above



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

Solicitation

NUMBER

DJS140005

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

DEAN WINGERD
304-558-0468

*401141032 800-538-8331

KAR WING TRADING CO INC
1923 FRANK STILES ST

SOUTH EL MONTE CA 91733-3716

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		WINGER/ L7HM/ White	\$14.29	\$14.29
				805-12-01-001		
0002				WINGER/ L7HML/ White	\$14.29	\$14.29
				Kar Wing Insoles/ PU312CUP	\$2.60	\$2.60

06/05/14 04:35:26PM

West Virginia Purchasing Division

OPEN END CONTRACT

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.

ATTACHMENTS INCLUDE:

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.

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

SIGNATURE

TELEPHONE

(800) 538-8331

DATE

6/3/14

TITLE Account Executive

FEIN

95-4118150

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, 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

Solicitation

NUMBER

DJS140005

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF:

DEAN WINGERD
304-558-0468

*401141032 800-538-8331
KAR WING TRADING CO INC
1923 FRANK STILES ST
SOUTH EL MONTE CA 91733-3716

VENDOR

DIVISION OF JUVENILE SERVICES
VARIOUS LOCALES AS
INDICATED BY ORDER

SHIP TO

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
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:						\$31.80

SIGNATURE

TELEPHONE

(800) 538-8331

DATE

6/3/14

TITLE

Account Executive

FAX

95-4118150

ADDRESS CHANGES TO BE NOTED ABOVE

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

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor bid. All bids must be submitted in accordance with the provisions contained in these instructions at the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.



A pre-bid meeting will not be held prior to bid opening



A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:



A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of the Vendor's bid.

Kar Wing Trading Co., Inc.
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All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. No written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: May 22, 2014 at 5:00pm

Submit Questions to: Dean Wingerd

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: Dean.C.Wingerd@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: June 3, 2014 at 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meaning attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award

and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew the Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the current term. During any reasonable time extension period, the Vendor may terminate the Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
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Tel: 800-538-8331 Fax: 626-350-0440

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance or labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐

Commercial General Liability Insurance:

\$ 1,000,000.00

☒ or more.

☐

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☐☐☐☐☐

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

The apparent successful Vendor shall also furnish proof of any additional insurance requirement contained in the specifications prior to Contract award regardless of whether or not the insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certification contained in the specifications prior to Contract award regardless of whether or not the requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing office determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-536-8331 Fax: 626-350-0440

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitation publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, and maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in materials and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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.

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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 Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that the Contract is accepted or entered into without any prior understanding, agreement, or connection to another entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its service hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

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by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

47. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

49. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

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to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration or other improvement to any building or structure, including, but not limited to, roads or highway or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, and is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer price including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
DJS140005 ATHLETIC SHOES and INSOLERS

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Juvenile Services to establish an open-end contract for Athletic Shoes to be worn by residents in DJS facilities throughout the State.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section III, Subsection 1 below.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as DJS140005.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Athletic Shoes: Men's Winger model L7HM or Equal**
Athletic Shoes: Women's Winger model L7HML or Equal
 - 3.1.1.1 Must be a Cross Trainer for both Men's and Women's shoe.
 - 3.1.1.2 Must be constructed of or with the following or equal:
 - A. Outsole must be non-slip, non-marking as not to mark, scuff or damage interior floors. Must be made to perform for both indoor (wooden court) and outdoor (concrete) and (blacktop) use.
 - B. Must be high top.

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- C. Leather upper, must be vented or perforated to allow for breathability with a lace up front.
- D. Insoles are to be full cushioned with arch support. Must be a minimum of 5mm in toe tip and 5mm heel area.
- E. Midsole must be non-removable.

3.1.1.3 Men's Athletic Shoes must be available in sizes listed below:

- A. Athletic shoes must come in Men's Sizes from 6 to 16 and must be available in ½ sizes up to and including size 12.
- B. Must come in Men's Whole Sizes from 13 thru 16.
- C. Men's shoe must be unisex with both men's and women's sizes listed on the inside tongue of shoe.
- D. Must be available in standard and wide widths.

3.1.1.4 Women's athletic shoe must be available in sizes listed below;

- A. Athletic shoes must come in Women's Sizes from 5 thru 7 and must be available in ½ sizes up to and including size 7.
- B. Must be available in standard and wide widths.

3.1.1.5 Additional Insoles- There will be a need for additional insoles that can be purchased separately from the athletic shoe. Insoles will be inserted over the existing insole or as a replacement for both men's and women's shoes.

- A. Must be high density pu- foam cushion with cup sole, front toe area 3-4mm X 8 mm heel area. Must have massage pads in ball and heel area.
- B. Must be removable and available in whole sizes. Insoles will need to range from sizes 6-16 for men's shoes and sizes 5-7 in women's shoe.
- C. As part of this RFQ, successful vendor must be able to provide insoles as well as athletic shoes.

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REQUEST FOR QUOTATION
DJS140005 ATHLETIC SHOES and INSOLES

- 3.1.1.6** Shoe Color: White for both men's and women's.
- 3.1.1.7** Items being bid as equal must have literature and documentation proving they meet the required specifications as listed above in sub-section 3.1.1.1, 3.1.1.2, 3.1.1.3 and 3.1.1.4
- 3.1.1.8** Vendor must be a manufacturer or a regular stocking licensed dealer for the products offered at the time of bid. Vendor should provide product information for the athletic shoes quoted on this RFQ with their bid.
- 3.1.1.9** Vendor may be asked to provide sample shoes and insoles that can be wear-tested for 30 days. Samples will be sent to the WV Purchasing Division at the address listed below. Samples will not be returned. The vendor will have five (5) business days to submit the samples if requested by the WV purchasing Division.

**West Virginia Purchasing Division
2019 Washington Street East
PO Box 50130
Charleston, WV 25305**

4. FACILITIES:

4.1 The following is a list of DJS facilities that will be ordering from this contract. Shoes will be shipped to the designated facility that placed the order.

1. Lorrie Yeager Juvenile Center, 907 Mission Drive,
Parkersburg, WV 26101 Phone: (304) 420-4860
2. Robert Shell Juvenile Center, 2 O'Hanlon Place,
Barboursville, WV 25504 Phone: (304) 733-0870
3. James H. "Tiger" Morton Juvenile Center, 60 Manfred Holland Way,
Dunbar, WV 25064 Phone: (304) 675-0860
4. Donald R. Kuhn Juvenile Detention Center, One Lory Place,
Julian, WV Phone (304) 369-2976

REQUEST FOR QUOTATION
DJS140005 ATHLETIC SHOES and INSOLETS

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5. Vicki V. Douglas Juvenile Center, 900 Emmett Rousch Dr,
Martinsburg, WV 25401 Phone (304) 267-0164
6. Sam Perdue Juvenile Detention Center, 843 Shelter Rd.,
Princeton, WV 24739 Phone (304) 425-9721
7. Gene Spadaro Juvenile Center, 106 Martin Drive,
Mt. Hope, WV 25880 Phone (304) 877-6890
8. J.M. "Chick" Buckbee Juvenile Center, One Jerry Lane,
Augusta, WV 26704 Phone (304)-496-1341
9. Kenneth "Honey" Rubenstein Center, 141 Forestry Camp Rd.
Davis, WV 26260 Phone (304) 259-5241

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. **There will be no split or multiple awards.**

5.2 Pricing Pages: Vendor should complete the Pricing Pages by listing the unit price per shoe item and multiply by the quantity to arrive at the extended price. All shipping must be included in the bid price. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. There will be no shipping charges. All shipping will be included in the bid pricing.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

REQUEST FOR QUOTATION
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6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Vendor will accept the WV Purchasing card (P-card) as a method of payment.

7. DELIVERY AND RETURN:

- 7.1 Delivery Time:** Vendor shall deliver standard orders within ten (10) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the

REQUEST FOR QUOTATION

DJS140005 ATHLETIC SHOES and INSOLETS

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733

Tel: 626-538-8331 Fax: 626-350-0440

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: Maricela Duenas/ Georgiana W. Lai
Telephone Number: (800) 538-8331 ext. 14
Fax Number: (626) 350-0440
Email Address: sales@karwing.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	\$ 14.29	\$ 17,148.00
2	WINGER L7HM or Equal Size 13 THRU 15	50	WINGER/ L7HM	\$ 15.72	\$ 786.00
3	WINGER L7HM or Equal Size 16	10	WINGER/ L7HM	\$ 17.15	\$ 171.50
4	ADDITIONAL INSOLES (TO BE PURCHASED IN PAIRS) WHOLE SIZES 6 THRU 16 3-4 mm toe area X 8mm heel area	1000	WINGER / L7HM PU312CUP	\$ 2.60	\$ 2,600.00
WOMEN'S LACE UP HIGH-TOP ATHLETIC SHOES					
5	WINGER L7HML or Equal Sizes 5-7 (including 1/2 sizes)	50	WINGER / L7HML	\$14.29	\$ 714.50
6	INSOLES (TO BE PURCHASED IN PAIRS) WHOLE SIZES 5-7 3-4mm toe area X 8mm heel area	50	PU312CUP	\$2.60	\$ 130.00
Failure to use this form may result in disqualification				Total	\$ 21,550.00
Bidder / Vendor Information: Kar Wing trading Co., Inc. Name: _____ Address: 1923 Frank Stiles Street, South El Monte, CA 91733 Phone#: (800) 538-8331 Email Address: sales@karwing.com					
Multiply bid * unit price by the estimated annual quantity = **extended price					

Minimum order:

If order is 5 pairs or more: No shipping cost and no extra charge

If order is 4 pairs or less: 1st pair \$10.00, 2nd to 4th pair \$2.00 per pair


Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

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.

Kar Wing Trading Co., Inc.

(Company)



(Authorized Signature)

Maricela Duenas, Account Executive

(Representative Name, Title)

(800) 538-8331

(626) 350-0440

(Phone Number)

(Fax Number)

(Date)



Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

RFQ No. DJS140005

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: Maricela Duenas / Kar Wing Trading Co., Inc.

Authorized Signature: *Maricela Duenas* Date: 6/4/14

State of CALIFORNIA

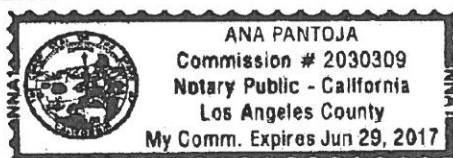
County of LOS ANGELES, to-wit:

Taken, subscribed, and sworn to before me this 4 day of JUNE, 2014.

My Commission expires JUNE 29, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC



Ana Pantoja
Purchasing Affidavit (Revised 07/01/2012)

Rev. 04/14

State of West Virginia

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 626-350-0440 Fax: 626-350-0440

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 Vendor Preference, if applicable.

1. N/A **Application is made for 2.5% 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,

N/A 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,

N/A 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. N/A **Application is made for 2.5% 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. N/A **Application is made for 2.5% 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. N/A **Application is made for 5% 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. N/A **Application is made for 3.5% 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. N/A **Application is made for 3.5% 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.

7. XXX **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Kar Wing Trading Co., Inc.

Signed: Maria L. Davis

Account Executive

Date: 6/3/14

Title: _____



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

WV PURCHASING AGENCY

Fax 304-558-4115

May 30 2014 03:44pm P001/006

DJS140005

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

DEAN WINGERD
 304-558-0468

*401141032 800-538-8331

KAR WING TRADING CO INC
 1923 FRANK STILES ST

SOUTH EL MONTE CA 91733-3716

DIVISION OF JUVENILE SERVICES

VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED

05/30/2014

BID OPENING DATE:

06/10/2014

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	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*****						

SIGNATURE

TELEPHONE

(800) 538-8331

DATE

6/3/14

TITLE

Account Executive

FEN

95.4118150

ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DJS140005**Addendum Number:** 1

0002
Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

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.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

0003

ATTACHMENT A

Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

0004

Addendum 1**DJS140005****Kar Wing Trading Co., Inc.**
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

1. Question: What is the current price for Kar Wing's shoe #L7HM?

Answer: "See Attached" price list

2. Questions: Insoles?

Answer: There is no pricing for these. We decided to add these insoles to this RFQ.

3. Question: Listed in "Specifications 7.1 "shall not hold orders until a minimum delivery quantity is met"". I cannot find any reference of "minimum delivery quantity" amount listed in the bid.

Answer: . There is no minimum established. The vendor will process and ship orders regardless of the quantity or amount.

4. Question: Is there a price adjustment available with documentations from the manufacture at the end of the contract 1year term if we renew?

Answer No

0005

Kar Wing Trading Co., Inc.
 1923 Frank Siles Street
 So. El Monte, CA 91733
 Tel: 800-538-8331 Fax: 626-350-0440

ATHLETIC SHOES

BID FORM DJS010304

Item #	Description	Estimated yearly usage	Unit Price	Extended price
			FOB Destination	
	MEN'S LACE UP HIGH-TOP ATHLETIC SHOES	Model: I7HM		
1	ATHLETIC SHOES SIZES 8 THRU 12 (INCLUDING 1/2 SIZES)		\$14.29	
2	ATHLETIC SHOES SIZES 13		\$15.29	
3	ATHLETIC SHOES SIZES 14		\$15.29	
4	ATHLETIC SHOES SIZES 15		\$15.29	
5	ATHLETIC SHOES SIZES 16		\$17.14	

0006

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DJS140005**Kar Wing Trading Co., Inc.**
1923 Frank Stiles Street
So. El Monte, CA 91733
Tel: 800-538-8331 Fax: 626-350-0440

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.

Kar Wing Trading Co., Inc.

Company

Authorized Signature

Date

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

Kar Wing Trading Co., Inc.

Certified: •SBA8(a)case#305112•SB#7988•WMBE#25173•DBE#9942•CBE#83517
•HubZone Application#50553

1923 Frank Stiles Street
South El Monte
California, 91733-3716
T: 800.538.8331 F: 626.350.0440
www.karwing.com
sales@karwing.com

Bid Number: DJS140005 Title: Athletic Shoes for Men and Women Various Sizes

Item No.: 0001

Open Date: 6/10/14

Open Time: 1:30PM

Contact Person: Maricela Dueñas or any Sales Associate

Hi-Top Leather Tennis Shoes

- Genuine Leather Upper
- High-Top Style
- Padded Collar and Tongue
- 7-8 pairs eyelets, shoe lace style
- full cushioned insole and arch support
- Rigid and comfortable Heel Counter
- Non-marking Rubber Outsole

Brand: WINGER

Style No.: L7HM (MEN SIZE: 6 - 18 (6½ - 12½)

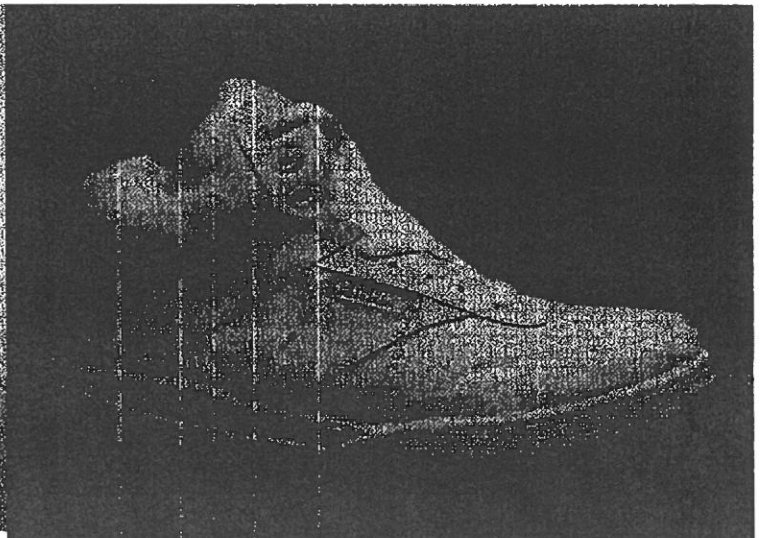
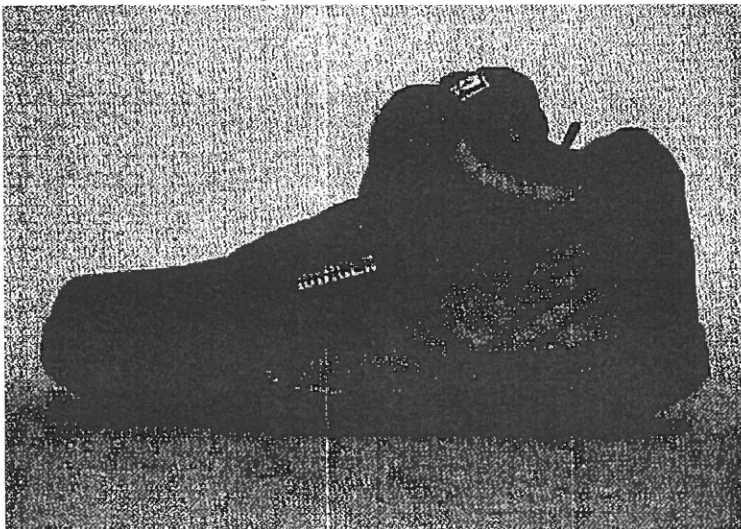
(Boys size: 3 - 5 (3½ - 5½)

L7HML (Women size: 5 - 13 (4½ - 12½)

Widths Available: Standard, wide

Color Available: Black, White

Packing: 1 Pair/Color Box, 12 Pairs/Carton



Kar Wing Trading Co., Inc.

Certified: •SBA8(a)case#305112•SB#7988•WMBE#25173•DBE#9942•CBE#83517
•HubZone Application#50553

1923 Frank Stiles Street
South El Monte
California, 91733-3716
T: 800.538.8331 F: 626.350.0440
www.karwing.com
sales@karwing.com

Bid Number: DJS140005 Title: Athletic Shoes for Men and Women Various Sizes

Item No.: 0002

Open Date: 6/10/14

Open Time: 1:30PM

Contact Person: Maricela Dueñas or any Sales Associate

INSOLES FOR WORKBOOTS

- Hi-density PU foam cushion cup sole
- Thickness: Front 3-4mm to heel 8mm, with massage pads in ball and heel areas

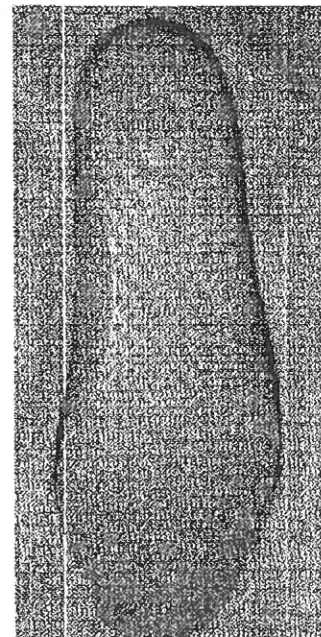
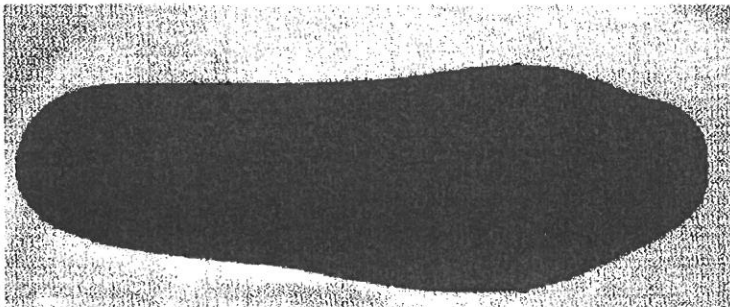
Item #:PU312CUP

Color: Black

Sizes Available: 8 to 13

(Delivery: for bigger sizes 7 to 60 days, depending on production schedule)

Packing: 1 pair per polybag, 72 pairs/ case (Any Size)



KAR WING TRADING CO., INC.

1923 Frank Stiles Street, South El Monte, CA 91733-3716

Website: www.karwing.comEmail: sales@karwing.com

Certified: SBAB(a)No.305112 SB DBE MBE WBE FEE SBE CBE
Hubzone Application No.50553

Warranty -- Complete Plan

We hereby guarantee replacement of goods at our expense including transportation if due to manufacturing defect. Should return be necessary, please follow the below mentioned procedures:

1. Call 1-800-538-8331 and ask for Shipping Department, anyone picks up the phone there will assist you. You may also fax (626) 350-0440 or email: sales@karwing.com or call the undersigned for further assistance;
2. Have the return item(s) packed, labeled with name and address of sender and ship to KAR WING TRADING, 1923 Frank Stiles Street, South El Monte, CA 91733-3716. Attn: Warranty Section. Any reference such as invoice number identifying the return will be helpful to us.
3. UPS Call-tag will be arranged within 1-3 working days after receipt of customer's notice. Our shipping department staff will notify you (the customer) once pick up date is known;
4. Right after receipt of returned item, a credit note for the full FOB Destination amount will be issued. Or, if customer prefers a replacement, shipment will be made as soon as possible, normally within 2 to 5 days;
5. If the replacement goods are not readily available, an equal or better one will be shipped upon customer's approval and acceptance, without additional charge.
6. Items to be returned should not exceed 12 months after receipt from original shipment date. Exceptions must be approved by us in writing.

KAR WING TRADING CO., INC.



Georgiana Lai
Marketing Director
Dated: 6/3/14

Tel: (626) 350-8138

Toll-free: (800) 538-8331

Fax: (626) 350-0440

KAR WING TRADING CO INC

1923 Frank Stiles St., S. El Monte, CA 91733-3716

Certified: ♦ SBA8(a)#305112 ♦ SB#7988 ♦ DBE#9942 ♦ MBE/WBE#25173 ♦ SBE#5707201 ♦ CBE#83517

Contact: Georgiana W. Lai, President

sales@karwing.com Toll free: 800-538-8331 Fax: 626-350-0440 www.karwing.com

Capabilities Statement

Company Established since: July 2, 1987 in California.

Dun # 60-110-5091 **NAICS:** 424340 425110 425120 448210 **424210** **CAGE Code:** 1FYQ3

Office and Warehouse: 11,206 sq. ft. for efficient order processing and distribution.

Footwear – Distribute on as needed basis & develop utility shoes base on customer's unmet needs

Sizes: 4 to 18 (size 19 for some shoes)

Width: Standard, wide (narrow, or extra wide width for some shoes/work boots)

Color: Black, white, brown, navy (black or white for most shoes)

Safety: All Steel or Composite Toe Uniform Shoes or Work Boots meet or exceed ASTM F2413-05 MI/75 C/75 standard, with EH 14,000 Volts or 18,000 Volts. Available in 4" 6" 8" 9" high

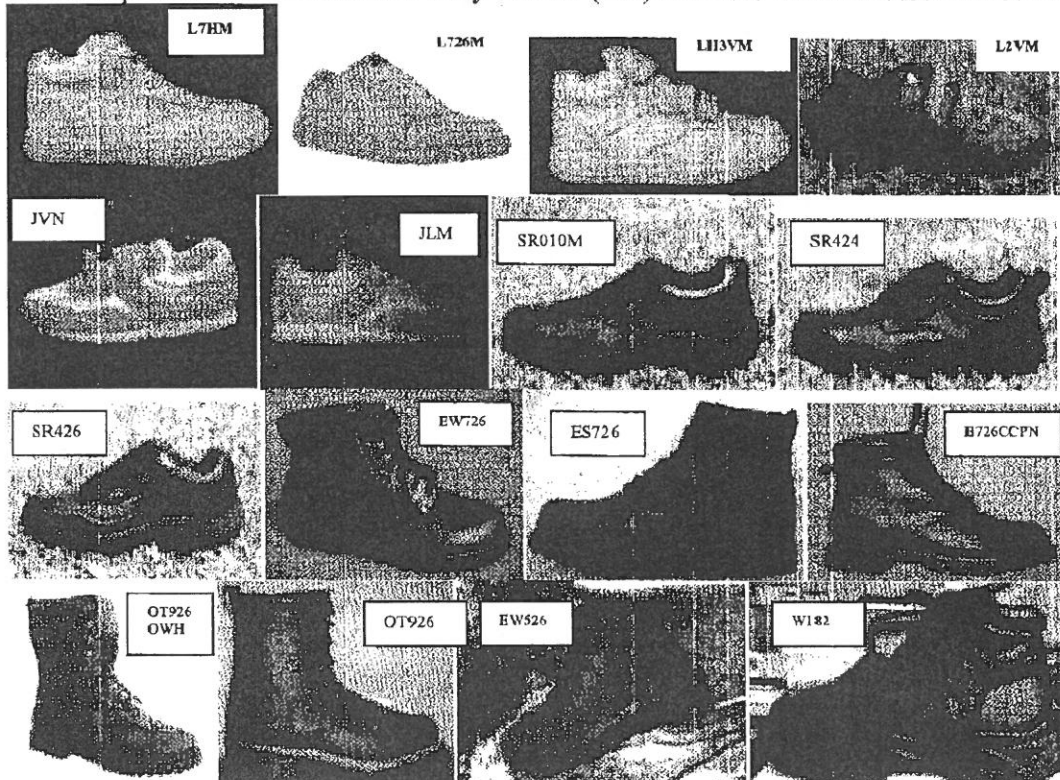
- Tennis Shoes, Joggers, Sneakers: Velcro, Slip On, Lace-up styles, low cut or high top
- Wildland Fire-fighting Heat Resistant Waterproof Boots, Loggers; plain or safety toe
- Oil/Water/Slip Resistant Kitchen Boots with composite toe, Welder Metatarsal Guard Boots
- Waterproof Hiker with composite toe, Work Boots with safety toe, or with plain toe

State & Local Contracts with POC info:

L.A. County Sheriff Dept Contact: **Pam Taylor** (661) 295-8803 Contract No.MA-IS-1440023-2

Atascadero State Hospital Contact: **Mary Marziello** (805) 468-2540 Agency Order No.12540026

IOWA Dept of Admin Ser. Contact: **Suzy Trotter** (515) 281-3089 Contract MA# 005 3901-10



KAR WING TRADING CO INC

1923 Frank Stiles Street, S. El Monte, CA 91733-3716
Tel: (626) 350-8138 Fax: (626) 350-9339 Email: business@karwing.com

Certifications

Issuing Authority	Certified As	Certificate No.	Original Cert Date	Expiring on	Renewing on
U.S. Small Business Administration Armida Brother Tel: (818) 552-3235	SBA 8(a)	Case No.305112	12/29/2011	12/29/2020	9 Years only.
U.S. Small Business Administration HubZone Certification	HubZone	# 50553	approved on 1/28/2014	current	
California Unified Certification Program (CUCP) Faye Serafin (213) 847-2643 or faye.serafin@lacity.org	DBE	File # 25173	10/7/2002	Current, does not expire	updated on 3/5/2014
California Unified Certification Program (CUCP) Faye Serafin (213) 847-2643 or faye.serafin@lacity.org	MBE/WBE	File # 9942	10/7/2002	Current, does not expire	updated on 3/5/2014
Department of Transportation, California Janice Salais (916) 324-1700	MBE WBE	Firm No. 25173	7/1/1995		8/1/2015
State of California DGS OSBDS Tel: (916) 375-4940	SB	Supplier # 7988	10/3/2005		7/31/2015
Illinois Department of Central Management Services Elias Ricks-Ngwayah Tel: (312) 814-4190	BEP (FBE)	No number	6/9/1998		6/26/2014
County of Los Angeles, California Debbie Cabreira-Johnson (877) 669-CBES	LocalSBE	Vendor # 05707201	9/30/2003		7/31/2015
County of Los Angeles, California (877) 669-CBES or cbesbe@isd.lacounty.gov participate in County's on-line access to open bids, register (WebVen) at http://camisvr.co.la.ca.us/webven	MBE WBE DBE	CBE Program ID # 83517	2/8/2006		7/9/2014
City of Philadelphia, Pennsylvania Office of Ecomonic Opportunity Tel: (215) 683-2000	MBE WBE	111224	9/1/2011		6/14/2016
California Public Utilities Commission Supplier Clearinghouse	WMBE	VON#13040095	6/14/2013		6/14/2016



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

December 29, 2011

Georgiana Wing-Yee Lai, President
Kar Wing Trading Co., Inc.
1923 Frank Stiles Street
South El Monte, California 91733

Dear Ms. Wing-Yee Lai:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) Business Development Program, you will receive business development assistance from an assigned Business Development Specialist in the Los Angeles District Office located at 330 North Brand Boulevard, Suite 1200, Glendale, California 91203-2304. The phone number is 818/552-3235.

Your firm will become eligible to receive 8(a) Business Development contracts after you submit a business plan using SBA Form 1010C and receive SBA's approval of the plan. We are sending a copy of this certification letter to the SBA Los Angeles District Office. That office will send you the business plan form.

SBA requires that the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement to show that he or she understands the conditions of 8(a) program participation. Please read the Agreement carefully, sign and date one copy and return it to the SBA Los Angeles District Office at the address shown in the second paragraph above. The second copy is for your records.

Even though your firm's approved North American Industry Classification System (NAICS) Code is 424340, your firm may be awarded contracts under other NAICS Codes, as long as the firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. While your firm's acceptance into the 8(a) Business Development Program is not a guarantee of contract support, SBA will make every effort to assist you in your marketing efforts.

I welcome you as an 8(a) Business Development Program participant and wish you every possible success.

Sincerely,

Darryl K. Hairston
Associate Administrator
for Business Development



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

Original
Certification
Date: 01/28/2014

Georgiana Lai - President, treasurer
KAR WING TRADING CO INC
1923 FRANK STILES ST,
South el monte, CA, 91733-3716

Dear Georgiana Lai:

Welcome to the HUBZone Program!

I am pleased to advise you that effective this date your application for certification as a "qualified HUBZone small business concern" (SBC) has been approved. Your firm is now eligible to receive HUBZone contracting opportunities, and will be included in the listing of qualified HUBZone small business concerns found on the Internet at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm. Congratulations! This certification will remain in effect until the HUBZone area that impacts your firm's eligibility, ceases to be designated as such. <http://www.sba.gov/content/hubzone-maps>.

The HUBZone Office now offers assistance via an interactive conference call at 888-858-2144, access code 3061773# (pound symbol), where we can respond to your general questions and concerns in real-time. Please visit our website at <http://www.sba.gov/hubzone>, for additional information regarding HUBZone application assistance office hours and calendar of topics to be discussed.

Your responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the benefits you may receive from the program come with the following important responsibilities:

- **Keep your System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date:** To apply for HUBZone Program certification, your firm had to be registered in the SAM and DSBS information systems. For your firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), it is essential that these records remain up-to-date. We strongly recommend that you validate your information at least annually. If you need assistance in updating your SAM or DSBS information, please go to the SAM Help Desk at <https://www.fsd.gov/app/answers/list>.
- **Inform HUBZone Program of any material changes to your concern:** If there are material changes to your concern (that may affect its continued eligibility) you must notify the HUBZone Program by sending an e-mail to HZMCMC@sba.gov. Material changes include a change in size, ownership, business structure, or principal office location, in addition to falling below the 35% HUBZone residency requirement when your firm is not performing on a HUBZone contract. Failure to notify the HUBZone Program of material changes may result in decertification from the program. If at any time you feel your concern no longer qualifies for the HUBZone Program, you can complete the "Voluntary Decertification Agreement" available at <http://www.sba.gov/content/maintaining-hubzone-certification>.

Note the HUBZone Program mails notices regarding program examinations and re-certifications to your firm's most recent address of record. If you were to fail to respond to these notices because you have changed your address without updating your SAM and DSBS profiles and informing the HUBZone Program, SBA would propose your concern for decertification and might subsequently decertify it from the Program. Therefore, it is critical that you notify us of any change in address and keep your SAM and DSBS profiles updated.

- **Remain in compliance at all times and stay updated on Program changes:** It is your responsibility to continually ensure that your firm meets the requirements of the program. This includes, for example, continuously meeting the 35% HUBZone residency requirement, with the sole exception if you are making good faith efforts to "attempt to maintain" (see 13 C.F.R. § 126.103) having 35% of your employees reside in a HUBZone during the performance of a HUBZone contract you have received. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to your firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in 13 C.F.R. § 126.700, and/or the non-manufacturer rule set forth in 13 C.F.R. § 126.601(e)).

In addition, you should periodically visit our website (www.sba.gov/hubzone) to look for any important announcements concerning changes to the HUBZone Program. As an example, on May 3, 2010 an important change to the HUBZone regulations went into effect concerning the definition of an employee. The new definition, which can be found at our website, is meant to simplify the determination of whether a person working for a concern is counted as an employee of that concern for the purposes of determining eligibility for the HUBZone Program. The new definition may impact your eligibility for the program and ability to meet the principal office and 35% HUBZone residency requirement. (If you applied prior to May 3, 2010, the previous definition was likely used to determine your eligibility as we typically evaluate a firm's eligibility at the time of application submittal using regulations in effect at that time.) It is your responsibility to understand the new definition and to determine whether it impacts your concern's eligibility status. Contact the HUBZone Help Desk if you require assistance. If you find that your firm is not eligible for the program as a result of the definition change, you should inform the HUBZone Program of this material change to your concern or complete the "Voluntary Decertification Agreement" available at <http://www.sba.gov/content/maintaining-hubzone-certification>.

- **Participate in SBA eligibility monitoring initiatives:** As a result of 2008 and 2009 Government Accountability Office (GAO) audits, which discovered unacceptable levels of fraud and misrepresentation within the HUBZone Program, we have significantly increased our eligibility monitoring efforts to ensure only eligible SBCs receive the program's benefits. As such, you may be

BUSINESS ENTERPRISE CERTIFICATE

KAR WING TRADING CO INC

1923 FRANK STILES STREET
SOUTH EL MONTE, CA 91733 3716

Owner: GEORGIANA LAI

Business Structure: CORPORATION

STATE MINORITY BUSINESS ENTERPRISE

STATE WOMEN BUSINESS ENTERPRISE

This Certification Not Valid For Federal Aid Contracts

This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:

* 424340	Footwear Merchant Wholesalers
448120	Women's Clothing Stores
448110	Men's Clothing Stores
523130	Commodity Contracts Dealing
448130	Children's and Infants' Clothing Stores
448150	Clothing Accessories Stores

* Indicates primary NAICS code

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

Firm Number : 25173

Renewal Date : August 1, 2015

July 26, 2013

Janice Salais, CERTIFYING AGENCY REPRESENTATIVE

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

KAR WING TRADING CO., INC.

FILE NUMBER: C1411607
FORMATION DATE: 07/02/1987
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of May 01, 2014.

Debra Bowen

DEBRA BOWEN
Secretary of State

Kar Wing Trading Co., Inc.

Certified: 8(a)BD DBE MBE WBE CBE SBE

1923 Frank Stiles Street
South El Monte
California 91733-3716
T: 800.538.8331 F: 626.350.0440
www.karwing.com
sales@karwing.com

Bid No. DJS140005

Open On: 6/10/2014

Open Time: 1:30PM

To Whom It May Concern:

I hereby authorize Maricela Dueñas, Account Executive, in our Sales Department to sign bids on behalf of this company. This authorization is effective for the above mentioned bid.

Kar Wing Trading Co., Inc.



Georgiana W. Lai
President
Dated: 6/3/2014