



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 2

List View

**General Information** | Contact | Default Values | Discount | Document Information

Procurement Folder: 289327

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0608

Vendor ID: 000000213944

SO Doc ID: COR1700000005

Legal Name: BOB BARKER COMPANY INC

Published Date: 1/13/17

Alias/DBA:

Close Date: 1/31/17

Total Bid: \$0.00

Close Time: 13:30

Response Date: 01/31/2017

Status: Closed

Response Time: 10:59

Solicitation Description: ADDENDUM 2 INMATE BOOTS AND SHOES

Total of Header Attachments: 2

Total of All Attachments: 2



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

State of West Virginia  
 Solicitation Response

Proc Folder : 289327  
 Solicitation Description : ADDENDUM 2 INMATE BOOTS AND SHOES  
 Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-01-31 13:30:00	SR 0608 ESR01311700000003579	1

VENDOR
000000213944 BOB BARKER COMPANY INC

Solicitation Number: CRFQ 0608 COR1700000005

Total Bid : \$0.00                      Response Date: 2017-01-31                      Response Time: 10:59:25

Comments:

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	INMATE SHOE CATALOG	0.00000	EA	\$1.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
53111600			

<b>Extended Description :</b>	INMATE SHOE CATALOG
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**Comments:** Bob Barker Company is responding on the pricing sheet as requested. Delivery ARO is as little at 5 days ARO.











356	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange	Bob Barker Company	155OR-11	11
357	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange	Bob Barker Company	155OR-12	12
358	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange	Bob Barker Company	155OR-13	13
359	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange	Bob Barker Company	155OR-14	14
360	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange	Bob Barker Company	155OR-15	15
361	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange	Bob Barker Company	155OR-16	16
362	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange	Bob Barker Company	Largest Men's Size is 16	17
363	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange	Bob Barker Company	Largest Men's Size is 16	18
364	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White	Bob Barker Company	Smallest Women's Size is 7	4
365	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White	Bob Barker Company	Smallest Women's Size is 7	5
366	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White	Bob Barker Company	Smallest Women's Size is 7	6
367	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White	Bob Barker Company	155WH-5	7
368	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White	Bob Barker Company	155WH-6	8
369	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White	Bob Barker Company	155WH-7	9
370	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White	Bob Barker Company	155WH-8	10
371	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White	Bob Barker Company	155WH-9	11
372	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange	Bob Barker Company	Smallest Women's Size is 7	4
373	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange	Bob Barker Company	Smallest Women's Size is 7	5
374	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange	Bob Barker Company	Smallest Women's Size is 7	6
375	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange	Bob Barker Company	155OR-5	7
376	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange	Bob Barker Company	155OR-6	8
377	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange	Bob Barker Company	155OR-7	9
378	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange	Bob Barker Company	155OR-8	10
379	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange	Bob Barker Company	155OR-9	11

\$	4.57	1	\$4.57	31.07%	\$3.15
\$	4.57	1	\$4.57	31.07%	\$3.15
\$	4.57	1	\$4.57	31.07%	\$3.15
\$	4.57	1	\$4.57	31.07%	\$3.15
\$	4.57	1	\$4.57	31.07%	\$3.15
\$	4.57	1	\$4.57	31.07%	\$3.15
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
\$	4.57	1	\$4.57	31.07%	\$3.15
\$	4.57	1	\$4.57	31.07%	\$3.15
\$	4.57	1	\$4.57	31.07%	\$3.15
\$	4.57	1	\$4.57	31.07%	\$3.15
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
\$	4.57	1	\$4.57	31.07%	\$3.15
\$	4.57	1	\$4.57	31.07%	\$3.15
\$	4.57	1	\$4.57	31.07%	\$3.15
\$	4.57	1	\$4.57	31.07%	\$3.15

1	800	\$3.15	\$3.15
1	800	\$3.15	\$3.15
1	800	\$3.15	\$3.15
1	800	\$3.15	\$3.15
1	800	\$3.15	\$3.15
1	800	\$3.15	\$3.15
No Bid	800	No Bid	\$0.00
No Bid	800	No Bid	\$0.00
No Bid	800	No Bid	\$0.00
No Bid	800	No Bid	\$0.00
1	800	\$3.15	\$3.15
1	800	\$3.15	\$3.15
1	800	\$3.15	\$3.15
1	800	\$3.15	\$3.15
1	800	\$3.15	\$3.15
No Bid	800	No Bid	\$0.00
No Bid	800	No Bid	\$0.00
No Bid	800	No Bid	\$0.00
1	800	\$3.15	\$3.15
1	800	\$3.15	\$3.15
1	800	\$3.15	\$3.15
1	800	\$3.15	\$3.15

**Total Bid Cost \$5,026.25**

List of Discount Percentages:		
(Use additional sheets if needed for number of discount percentages being offered.)		
	Category	DISCOUNT PERCENTAGE
I	Work Boot	15%
II	Kitchen Boot	15%
III	Sandal	15%
IV	Athletic	15%
V	Canvas	15%



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

State of West Virginia  
 Request for Quotation  
 08 - Clothing

Proc Folder: 289327

Doc Description: INMATE BOOTS AND SHOES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-06	2017-01-18 13:30:00	CRFQ 0608 COR1700000005	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Bob Barker Company, Inc.  
 134 N Main Street  
 PO Box 429  
 Fuquay Varina, NC 27526

919-346-2137

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X

*April Paszkiewicz*

FEIN #

56-1558062

DATE

1.27.2017

All offers subject to all terms and conditions contained in this solicitation

**April Paszkiewicz**

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR INMATE BOOTS AND SHOES PER THE ATTACHED.

INVOICE TO	SHIP TO
FISCAL DEPARTMENT DIVISION OF CORRECTIONS - CENTRAL OFFICE 1409 GREENBRIER ST STE 300  CHARLESTON WV25311  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INMATE SHOE CATALOG	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description :  
INMATE SHOE CATALOG

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-01-11

COR1700000005	<b>Document Phase</b> Final	<b>Document Description</b> INMATE BOOTS AND SHOES	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **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.

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 11, 2017 at 4:00 PM EST

Submit Questions to: Crystal Rink  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Crystal.G.Rink@wv.gov](mailto:Crystal.G.Rink@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 electronic submission via wvOASIS, 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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER: Crystal Rink  
SOLICITATION NO.: CRFQ COR1700000005  
BID OPENING DATE: January 18, 2017  
BID OPENING TIME: 1:30 PM EST  
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** 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: (This only applies to CRFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 18, 2017 at 1:30 PM EST

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.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. 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.

**13. 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.

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

**15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.



**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5, and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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'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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

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

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

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

**2.6. "Award Document"** 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 contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

**2.9. "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.

**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 should be submitted to the Purchasing Division 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. 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.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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. 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 of 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.

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 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 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.

**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:** In the amount of \_\_\_\_\_ or more.

**Builders 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 requirements contained in the specifications prior to Contract award regardless of whether or not that 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.

**8. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**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. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

n/a

for n/a

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.

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**17. 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.

**18. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.



**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. 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.

**21. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**22. 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.

**23. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. PRIVACY, SECURITY, AND 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>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**35. 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.

**36. 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.

**37. 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.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**40. 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](mailto:purchasing.requisitions@wv.gov).

**41. 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 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.

**42. 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 heath, 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:
- c. 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
- d. 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.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Talia Rosario, SR. Contract Specialist

(Name, Title)

Talia Rosario, SR. Contract Specialist

(Printed Name and Title)

134 N. Main St, Fuquay-Varina, NC 27526

(Address)

919-346-2137 (P) / 800-322-7537 (F)

(Phone Number) / (Fax Number)

taliarosario@bobbarker.com

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Bob Barker Company, Inc.

(Company)

April Paszkiewicz

(Authorized Signature) (Representative Name, Title)

April Paszkiewicz / Sr. Contract Specialist

(Printed Name and Title of Authorized Representative)

1.27.2017

(Date)

919-346-2137 (P) / 800-322-7537 (F)

(Phone Number) (Fax Number)

**43. 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, 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.

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: COR1700000005

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 checked="" 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.

**Bob Barker Company, Inc.**

Company

April Paszkiewicz April Paszkiewicz

Authorized Signature

1.27.2017

Date

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



REQUEST FOR QUOTATION  
CRFQ COR170000005  
Inmate Boots and Shoes

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Corrections establish a contract for Inmate Boots and Shoes. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.
  
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 **"Catalog"** means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
  
  - 2.2 **"Catalog Price"** means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).
  
  - 2.3 **"Discount Percentage"** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
  
  - 2.4 **"Discounted Price"** means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.
  
  - 2.5 **"Discounted Unit Price"** means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
  
  - 2.6 **"Eligible Item"** means any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes generally, boots and shoes to be used by the inmates in our facilities.
  
  - 2.7 **"Pricing Page"** or **"Pricing Pages"** means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
  
  - 2.8 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..
  
  - 2.9 **"Total Bid Cost"** means the sum of the bid total column on the Pricing Pages

REQUEST FOR QUOTATION  
CRFQ COR1700000005  
Inmate Boots and Shoes

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shown below the bid total column and identified as the total bid cost.

- 2.10 “Unit”** means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.11 “Unit Price”** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.12 “Units Provided for Catalog Price”** means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor’s Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor’s catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor’s catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)

**3. GENERAL REQUIREMENTS:**

**3.1 Contracted Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing bases. Contract items must meet or exceed the mandatory requirements as shown below.

**3.1.1 Men’s Rhino 6” Style 61M21 Black Work Boot or Equal**

- 3.1.1.1 Must have welt construction.
- 3.1.1.2 Work boot shall have cushioned insole.
- 3.1.1.3 Shall not have a metal or hard plastic shank.
- 3.1.1.4 Boot must not contain a steel toe.
- 3.1.1.5 Must be available in men’s sizes 7-12.

**3.1.2 Men’s Rhino 6” Style 61M26 Tan Work Boot or Equal**

- 3.1.2.1 Must have welt construction.
- 3.1.2.2 Work boot shall have cushioned insole.

**REQUEST FOR QUOTATION  
CRFQ COR1700000005  
Inmate Boots and Shoes**

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**3.1.2.3** Shall not have a metal or hard plastic shank.

**3.1.2.4** Must be available in Men's sizes 5 to 13

**3.1.3 Men's Rhino 6" Style 61M28 Brown Work Boot or Equal**

**3.1.3.1** Must have welt construction.

**3.1.3.2** Work boot shall have cushioned insole.

**3.1.3.3** Shall not have a metal or hard plastic shank.

**3.1.3.4** Boot must not contain a steel toe.

**3.1.3.5** Must be available in Men's sizes 5 to 13

**3.1.4 Women's "insert brand name and style number" Work Boot in Tan Or Equal**

**3.1.4.1.1** Must be constructed from nubuck leather

**3.1.4.1.2** Must be welt construction

**3.1.4.1.3** Must be insulated,

**3.1.4.1.4** Must be water- resistant

**3.1.4.1.5** Must have padded collar.

**3.1.4.1.6** Must have rubber lug, non-marking sole.

**3.1.4.1.7** Shall not have a metal or hard plastic shank.

**3.1.4.1.8** Shall not have a steel toe.

**3.1.4.1.9** Must be available in Tan.

**3.1.4.1.10** Must be available in women's size 7-9.  
Should be available in women's sizes 4-11.

**REQUEST FOR QUOTATION  
CRFQ COR1700000005  
Inmate Boots and Shoes**

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**3.1.5 Men's or Women's? "Insert Brand name and style number  
"Black Work Boot or Equal**

**3.1.5.1** Must be 6" Work Boot with leather upper.

**3.1.5.2** Must have welt construction.

**3.1.5.3** Shall not have a metal or hard plastic shank.

**3.1.5.4** Shall not have a steel toe.

**3.1.5.5** Must be available in sizes 7-15. should be available in sizes 4-19.

**3.1.5.6** Must be available in regular, wide, and extra wide widths.

**3.1.6 Servus Kitchen Boot or Equal**

**3.1.6.1** Must be 100% waterproof, non-marking and non-slipping.

**3.1.6.2** Must have a minimum height of 11" to a maximum height of 16".

**3.1.6.3** Must be available in sizes 7-11

**3.1.6.4** Should be available in sizes 4-13.

**3.1.7 Indoor/Outdoor Sandal**

**3.1.7.1** Sandal must be slip on, one piece molded construction.

**3.1.7.2** Must be made of PVC or EVA.

**3.1.7.3** Must be non-skid and non-marking.

**3.1.7.4** Shall be available in tan and orange color

**3.1.7.5** Shall be available in sizes M-XL. Should be available

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in sizes S-3XL.

**3.1.8 V-Strap Thong (Sandal)**

**3.1.8.1** Must have minimum ½" thick soles.

**3.1.8.2** Must have minimum ½" wide straps.

**3.1.8.3** Must be available in sizes M-XL. Should be available in sizes S-3XL.

**3.1.9 Leather Velcro Athletic Shoe**

**3.1.9.1** Must have leather uppers.

**3.1.9.2** Must be low top.

**3.1.9.3** Must have non-marking rubber sole.

**3.1.9.4** Must be available in white.

**3.1.9.5** Must be available in sizes 7-12. Should be available in sizes 4-18.

**3.1.10 Leather Lace Athletic Shoe**

**3.1.10.1** Must have leather upper.

**3.1.10.2** Must be low top.

**3.1.10.3** Must have non-marking rubber sole.

**3.1.10.4** Must be available in white.

**3.1.10.5** Must be available in sizes 7-12. Should be available in sizes 4-18.

**3.1.11 Canvas Lace Shoe**

**3.1.11.1** Must have non-marking and non-slipping rubber sole.

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**3.1.11.2** Must be low top.

**3.1.11.3** Must be machine washable.

**3.1.11.4** Must have full cushion insoles with arch support.

**3.1.11.5** Must be available in white and orange.

**3.1.11.6** Must be available in sizes 7-12. Should be available in sizes 4-18.

**3.1.12 Canvas Slip-On Shoe**

**3.1.12.1** Must be non-marking and non-slipping rubber sole.

**3.1.12.2** Must be low top.

**3.1.12.3** Must be machine washable.

**3.1.12.4** Must have full cushion insoles with arch support.  
Must be available in white and orange.

**3.1.12.5** Must be available in sizes 7-12. Should be available in sizes 4-18.

**3.2 Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.

**3.2.1** Other than eyelets, there shall be no metal or hard plastic of any kind used in the construction of any item.

**3.2.2** A list of all available colors, sizes, and widths must be available for each item in the space provided on the pricing page.

**3.2.3** The bid unit price is to be all inclusive and must be the final price including shipping and handling.

**3.3 DEPARTMENT APPROVED EQUIVALENT:** This document sets forth the specifications of the Boots and Shoes to be provided under this contract. In some cases item specifications include the brand name and or model number of the item. Vendor may submit an equivalent brand bid for these items. If submitting an "Or Equal" per the Vendor's submitted

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“Exhibit A” Pricing Page. Upon request, vendor shall be required to provide samples of submitted “Or Equal” product(s). All samples must be Brand and Model noted, and colors specified for comparison to agency required specifications. Samples shall be sent to the following address. Samples are to be sent only upon written request:

**West Virginia Division of Corrections  
Attention: Cody Taylor  
1409 Greenbrier Street  
Charleston, WV, 25311**

Samples of Boots and Shoes listed in the RFQ shall be submitted after the bid opening and **only upon notification by the West Virginia Purchasing Division**. Vendors must submit samples of all items listed when requested by the West Virginia Purchasing Division. Vendor must deliver samples to the above address within 5 business days of the request and the vendor will be responsible for all shipping and return costs of the samples.

If the vendor fails to submit required samples by the 5 business day deadline, then Vendor’s bid may be disqualified. There will be no extensions or other allowances made for this requirement.

**4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:**

**4.1 Contract Award:** This Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.

**4.2 Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

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The Discount Percentage and subsequent Discounted Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

- 4.3 Pricing Pages:** Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Vendor's Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Catalog Prices, Units Provided for Catalog Price, Unit Prices, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity 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.

Vendors are **strongly encouraged** to complete the Pricing Pages through wvOASIS or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [Crystal.G.Rink@wv.gov](mailto:Crystal.G.Rink@wv.gov)

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

**5. Catalog:**

- 5.1 Submission.** Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into wvOASIS will be



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used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

- 5.2 Catalog Modification.** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

In the event that multiple vendors are awarded a contract under the Solicitation, the first priority vendor shall not be permitted to include in its updated Catalog items being sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.

**6. ORDERING AND PAYMENT:**

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, 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 Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

- 6.2 Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

**7. DELIVERY AND RETURN:**

**7.1 Delivery Time and Place:** Vendor shall deliver standard orders within 10 working days after orders are received. Vendor shall deliver emergency orders within 5 working day 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. Eligible Items must be delivered to Agency at desired location of the order itself.

- 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:** Items that Agency deems unacceptable 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

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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. VENDOR DEFAULT:**

**8.1** The following shall be considered a vendor default under this Contract.

- 8.1.1** Failure to provide Eligible Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

**8.2** The following remedies shall be available to Agency upon default.

- 8.2.1** Immediate cancellation of the Contract.
- 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

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- 9.1 No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
- 9.3 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.
- 9.4 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.

**Talia Rosario**

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** 919-340-2137  
**Fax Number:** 800-322-7537  
**Email Address:** taliarosario@bobbarker.com

EXHIBIT A INMATE BOOTS AND SHOES

VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description					Discounted Unit Price Calculation					Bid Total Calculation				
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.														
Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
1	Workboot	3.1.1 Men's Rhino 6" Style 81M28 or Equal Work boot-Brown			5									
2	Work Boot	3.1.1 Men's Rhino 6" Style 81M28 or Equal Work boot-Brown			6								1600	
3	Work Boot	3.1.1 Men's Rhino 6" Style 81M28 or Equal Work boot-Brown			7								1600	
4	Work Boot	3.1.1 Men's Rhino 6" Style 81M28 or Equal Work boot-Brown			8								1600	
5	Work Boot	3.1.1 Men's Rhino 6" Style 81M28 or Equal Work boot-Brown			9								1600	
6	Work Boot	3.1.1 Men's Rhino 6" Style 81M28 or Equal Work boot-Brown			10								1600	
7	Work Boot	3.1.1 Men's Rhino 6" Style 81M28 or Equal Work boot-Brown			11								1600	
8	Work Boot	3.1.1 Men's Rhino 6" Style 81M28 or Equal Work boot-Brown			12								1600	
9	Work Boot	3.1.1 Men's Rhino 6" Style 81M28 or Equal Work boot-Brown			13								1600	
10	Work Boot	3.1.2 Women's Leather Work Boot-Tan			4								1000	
11	Work Boot	3.1.2 Women's Leather Work Boot-Tan			5								1000	
12	Work Boot	3.1.2 Women's Leather Work Boot-Tan			6								1000	
13	Work Boot	3.1.2 Women's Leather Work Boot-Tan			7								1000	
14	Work Boot	3.1.2 Women's Leather Work Boot-Tan			8								1000	
15	Work Boot	3.1.2 Women's Leather Work Boot-Tan			9								1000	
17	Work Boot	3.1.2 Women's Leather Work Boot-Tan			10								1000	
18	Work Boot	3.1.2 Women's Leather Work Boot-Tan			11								1000	
19	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Regular Width			6								1000	
20	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Regular Width			8								1000	
21	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Regular Width			7								1000	
22	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Regular Width			8								1000	
23	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Regular Width			9								1000	
24	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Regular Width			10								1000	
25	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Regular Width			11								1000	
26	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Regular Width			12								1000	
27	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Regular Width			13								1000	
28	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Regular Width			14								1000	
29	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Regular Width			15								1000	
30	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Regular Width			6								1000	
31	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Regular Width			8								1000	
32	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Regular Width			7								1000	
33	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Regular Width			8								1000	
34	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Regular Width			9								1000	
35	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Regular Width			10								1000	
36	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Regular Width			11								1000	

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VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description						Discounted Unit Price Calculation					Bid Total Calculation			
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.														
Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purpose)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
37	Work Boot	3.1.3 Men's 8" Leather Workboot-Brown Regular Width			12									
38	Work Boot	3.1.3 Men's 8" Leather Workboot-Brown Regular Width			13								1000	
39	Work Boot	3.1.3 Men's 8" Leather Workboot-Brown Regular Width			14								1000	
40	Work Boot	3.1.3 Men's 8" Leather Workboot-Brown Regular Width			15								1000	
41	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Regular Width			5								1000	
42	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Regular Width			6								1000	
43	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Regular Width			7								1000	
44	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Regular Width			8								1000	
45	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Regular Width			9								1000	
46	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Regular Width			10								1000	
47	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Regular Width			11								1000	
48	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Regular Width			12								1000	
49	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Regular Width			13								1000	
50	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Regular Width			14								1000	
51	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Regular Width			13								1000	
52	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Regular Width			4								1000	
53	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Regular Width			5								1000	
54	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Regular Width			6								1000	
55	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Regular Width			7								1000	
56	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Regular Width			8								1000	
57	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Regular Width			9								1000	
58	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Regular Width			10								1000	
59	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Regular Width			11								1000	
60	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Regular Width			11								1000	
61	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Regular Width			4								1000	
62	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Regular Width			5								1000	
63	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Regular Width			6								1000	
64	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Regular Width			7								1000	
65	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Regular Width			8								1000	
66	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Regular Width			9								1000	
67	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Regular Width			10								1000	
68	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Regular Width			11								1000	
69	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Regular Width			4								1000	
70	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Regular Width			5								1000	
71	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Regular Width			6								1000	

EXHIBIT A INMATE BOOTS AND SHOES

VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description					Discounted Unit Price Calculation					Bid Total Calculation				
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.														
Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
72	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Regular Width			8							1000		
73	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Regular Width			9							1000		
74	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Regular Width			10							1000		
75	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Regular Width			11							1000		
76	Work Boot	3.1.3 Men's 8" Leather Workboot-Black Wide Width			6							1000		
77	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Wide Width			6							500		
78	Work Boot	3.1.3 Men's 8" Leather Workboot-Black Wide Width			7							500		
79	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Wide Width			8							500		
80	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Wide Width			9							500		
81	Work Boot	3.1.3 Men's 8" Leather Workboot-Black Wide Width			10							500		
82	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Wide Width			11							500		
83	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Wide Width			12							500		
84	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Wide Width			13							500		
85	Work Boot	3.1.3 Men's 5" Leather Workboot-Black Wide Width			14							500		
86	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Wide Width			15							500		
87	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Wide Width			6							500		
88	Work Boot	3.1.3 Men's 8" Leather Workboot-Brown Wide Width			6							500		
89	Work Boot	3.1.3 Men's 5" Leather Workboot-Brown Wide Width			7							500		
90	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Wide Width			8							500		
91	Work Boot	3.1.3 Men's 8" Leather Workboot-Brown Wide Width			9							500		
92	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Wide Width			10							500		
93	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Wide Width			11							500		
94	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Wide Width			12							500		
95	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Wide Width			13							500		
96	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Wide Width			14							500		
97	Work Boot	3.1.3 Men's 5" Leather Workboot-Brown Wide Width			15							500		
98	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Wide Width			5							500		
99	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Wide Width			6							500		
104	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Wide Width			7							500		
106	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Wide Width			8							500		
107	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Wide Width			9							500		
108	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Wide Width			10							500		
109	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Wide Width			11							500		
110	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Wide Width			12							500		
111	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Wide Width			13							500		

EXHIBIT A INMATE BOOTS AND SHOES

VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description					Discounted Unit Price Calculation					Bid Total Calculation				
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.														
Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purpose)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
112	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Wide Width			14									
113	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Wide Width			15							500		
114	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Wide Width			4							500		
115	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Wide Width			5							500		
116	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Wide Width			6							500		
117	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Wide Width			7							500		
118	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Wide Width			8							500		
120	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Wide Width			9							500		
121	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Wide Width			10							500		
122	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Wide Width			11							500		
123	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Wide Width			4							500		
124	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Wide Width			5							500		
125	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Wide Width			6							500		
126	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Wide Width			7							500		
127	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Wide Width			8							500		
128	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Wide Width			9							500		
128	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Wide Width			10							500		
130	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Wide Width			11							500		
131	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Wide Width			4							500		
132	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Wide Width			5							500		
133	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Wide Width			6							500		
134	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Wide Width			7							500		
135	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Wide Width			8							500		
136	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Wide Width			9							500		
137	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Wide Width			10							500		
138	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Wide Width			11							500		
139	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Extra Wide Width			5							300		
140	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Extra Wide Width			6							300		
141	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Extra Wide Width			7							300		
142	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Extra Wide Width			8							300		
143	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Extra Wide Width			9							300		
144	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Extra Wide Width			10							300		
145	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Extra Wide Width			11							300		
146	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Extra Wide Width			12							300		
147	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Extra Wide Width			13							300		
148	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Extra Wide Width			14							300		



EXHIBIT A INMATE BOOTS AND SHOES

VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description					Discounted Unit Price Calculation					Bid Total Calculation				
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Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purpose)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
150	Work Boot	3.1.3 Men's 6" Leather Workboot-Black Extra Wide Width			15									
152	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Extra Wide Width			5								380	
153	Work Boot	3.1.3 Men's 8" Leather Workboot-Brown Extra Wide Width			6								380	
154	Work Boot	3.1.3 Men's 8" Leather Workboot-Brown Extra Wide Width			7								390	
156	Work Boot	3.1.3 Men's 8" Leather Workboot-Brown Extra Wide Width			8								390	
158	Work Boot	3.1.3 Men's 8" Leather Workboot-Brown Extra Wide Width			9								390	
157	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Extra Wide Width			10								390	
158	Work Boot	3.1.3 Men's 8" Leather Workboot-Brown Extra Wide Width			11								390	
159	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Extra Wide Width			12								390	
160	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Extra Wide Width			13								390	
161	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Extra Wide Width			14								390	
162	Work Boot	3.1.3 Men's 6" Leather Workboot-Brown Extra Wide Width			15								390	
163	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Extra Wide Width			5								390	
164	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Extra Wide Width			6								390	
165	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Extra Wide Width			7								390	
166	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Extra Wide Width			8								390	
167	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Extra Wide Width			9								390	
168	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Extra Wide Width			10								390	
169	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Extra Wide Width			11								390	
170	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Extra Wide Width			12								390	
171	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Extra Wide Width			13								390	
172	Work Boot	3.1.3 Men's 8" Leather Workboot-Tan Extra Wide Width			14								390	
173	Work Boot	3.1.3 Men's 6" Leather Workboot-Tan Extra Wide Width			15								390	
174	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Extra Wide Width			4								390	
175	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Extra Wide Width			5								390	
176	Work Boot	3.1.3 Women's 8" Leather Workboot-Black Extra Wide Width			6								390	
178	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Extra Wide Width			7								390	
179	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Extra Wide Width			8								390	
180	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Extra Wide Width			9								390	
181	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Extra Wide Width			10								390	
182	Work Boot	3.1.3 Women's 6" Leather Workboot-Black Extra Wide Width			11								390	
183	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Extra Wide Width			4								390	
184	Work Boot	3.1.3 Women's 8" Leather Workboot-Brown Extra Wide Width			5								390	
185	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Extra Wide Width			6								390	
186	Work Boot	3.1.3 Women's 8" Leather Workboot-Brown Extra Wide Width			7								390	
187	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Extra Wide Width			8								390	

EXHIBIT A INMATE BOOTS AND SHOES

VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description						Discounted Unit Price Calculation					Bid Total Calculation			
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Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
188	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Extra Wide Width			8									
189	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Extra Wide Width			10							300		
190	Work Boot	3.1.3 Women's 6" Leather Workboot-Brown Extra Wide Width			11							300		
192	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Extra Wide Width			4							300		
193	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Extra Wide Width			5							300		
194	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Extra Wide Width			6							300		
195	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Extra Wide Width			7							300		
198	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Extra Wide Width			8							300		
197	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Extra Wide Width			9							300		
198	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Extra Wide Width			10							300		
199	Work Boot	3.1.3 Women's 6" Leather Workboot-Tan Extra Wide Width			11							300		
200	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			4								900	
201	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			5								900	
202	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			6								900	
203	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			7								900	
204	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			8								900	
205	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			9								900	
206	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			10								900	
207	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			11								900	
208	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			12								900	
209	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			13								900	
210	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			14								900	
211	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			15								900	
212	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			16								900	
213	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			17								900	
214	Kitchen Boot	3.1.4 Men's Servus CT Boot or Equal			18								900	
215	Kitchen Boot	3.1.4 Women's Servus CT Boot or Equal			8								900	
216	Kitchen Boot	3.1.4 Women's Servus CT Boot or Equal			9								900	
217	Kitchen Boot	3.1.4 Women's Servus CT Boot or Equal			7								900	
218	Kitchen Boot	3.1.4 Women's Servus CT Boot or Equal			6								900	
219	Kitchen Boot	3.1.4 Women's Servus CT Boot or Equal			9								900	
220	Kitchen Boot	3.1.4 Women's Servus CT Boot or Equal			10								900	
221	Kitchen Boot	3.1.4 Women's Servus CT Boot or Equal			11								900	
222	Sandal	3.1.5 Indoor/Outdoor Sandal-Tan			S								900	
223	Sandal	3.1.5 Indoor/Outdoor Sandal-Tan			M								900	

EXHIBIT A INMATE BOOTS AND SHOES

VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description					Discounted Unit Price Calculation					Bid Total Calculation				
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Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purpose)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
224	Sandal	3.1.5 Indoor/Outdoor Sandal-Tan			L									
225	Sandal	3.1.5 Indoor/Outdoor Sandal-Tan			XL							900		
226	Sandal	3.1.5 Indoor/Outdoor Sandal-Tan			2XL							900		
227	Sandal	3.1.5 Indoor/Outdoor Sandal-Tan			3XL							900		
228	Sandal	3.1.5 Indoor/Outdoor Sandal-Orange			S							900		
229	Sandal	3.1.5 Indoor/Outdoor Sandal-Orange			M							900		
230	Sandal	3.1.5 Indoor/Outdoor Sandal-Orange			L							900		
231	Sandal	3.1.5 Indoor/Outdoor Sandal-Orange			XL							900		
232	Sandal	3.1.5 Indoor/Outdoor Sandal-Orange			2XL							900		
233	Sandal	3.1.5 Indoor/Outdoor Sandal-Orange			3XL							900		
234	Sandal	3.1.6 V-Strap Thong (Sandal)			S							1000		
235	Sandal	3.1.6 V-Strap Thong (Sandal)			M							1000		
236	Sandal	3.1.6 V-Strap Thong (Sandal)			L							1000		
237	Sandal	3.1.6 V-Strap Thong (Sandal)			XL							1000		
238	Sandal	3.1.6 V-Strap Thong (Sandal)			2XL							1000		
239	Sandal	3.1.6 V-Strap Thong (Sandal)			3XL							1000		
240	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			4							350		
241	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			5							350		
242	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			6							350		
243	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			7							350		
244	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			8							350		
245	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			9							350		
246	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			10							350		
247	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			11							350		
248	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			12							350		
249	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			13							350		
250	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			14							350		
251	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			15							350		
252	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			16							350		
253	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			17							350		
254	Athletic Shoe	3.1.7 Men's Leather Velcro Athletic Shoe-White			18							350		
255	Athletic Shoe	3.1.7 Women's Leather Velcro Athletic Shoe-White			4							350		
256	Athletic Shoe	3.1.7 Women's Leather Velcro Athletic Shoe-White			5							350		
257	Athletic Shoe	3.1.7 Women's Leather Velcro Athletic Shoe-White			6							350		
258	Athletic Shoe	3.1.7 Women's Leather Velcro Athletic Shoe-White			7							350		

EXHIBIT A INMATE BOOTS AND SHOES

VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description					Discounted Unit Price Calculation					Bid Total Calculation				
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.														
Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purpose)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
259	Athletic Shoe	3.1.7 Women's Leather Velcro Athletic Shoe-White			8									
260	Athletic Shoe	3.1.7 Women's Leather Velcro Athletic Shoe-White			9							350		
262	Athletic Shoe	3.1.7 Women's Leather Velcro Athletic Shoe-White			10							350		
263	Athletic Shoe	3.1.7 Women's Leather Velcro Athletic Shoe-White			11							350		
264	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			4							450		
265	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			5							450		
266	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			6							450		
267	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			7							450		
268	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			8							450		
269	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			9							450		
270	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			10							450		
271	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			11							450		
272	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			12							450		
273	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			13							450		
274	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			14							450		
275	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			15							450		
276	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			16							450		
277	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			17							450		
278	Athletic Shoe	3.1.8 Men's Leather Lace Athletic Shoe-White			18							450		
279	Athletic Shoe	3.1.8 Women's Leather Lace Athletic Shoe-White			4							450		
280	Athletic Shoe	3.1.8 Women's Leather Lace Athletic Shoe-White			5							450		
281	Athletic Shoe	3.1.8 Women's Leather Lace Athletic Shoe-White			6							450		
282	Athletic Shoe	3.1.8 Women's Leather Lace Athletic Shoe-White			7							450		
283	Athletic Shoe	3.1.8 Women's Leather Lace Athletic Shoe-White			8							450		
284	Athletic Shoe	3.1.8 Women's Leather Lace Athletic Shoe-White			9							450		
285	Athletic Shoe	3.1.8 Women's Leather Lace Athletic Shoe-White			10							450		
286	Athletic Shoe	3.1.8 Women's Leather Lace Athletic Shoe-White			11							450		
287	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			4							500		
288	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			5							500		
289	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			6							500		
290	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			7							500		
291	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			8							500		
292	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			9							500		
293	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			10							500		
294	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			11							500		

EXHIBIT A INMATE BOOTS AND SHOES

VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description					Discounted Unit Price Calculation					Bid Total Calculation				
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Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt.	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purpose)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
295	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			12									
296	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			13									
297	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			14									
298	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			15									
300	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			16									
301	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			17									
302	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-White			18									
303	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			4									
304	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			5									
305	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			6									
306	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			7									
307	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			8									
308	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			9									
309	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			10									
310	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			11									
311	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			12									
312	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			13									
313	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			14									
314	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			15									
315	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			16									
316	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			17									
317	Canvas Shoe	3.1.9 Men's Canvas Lace Shoe-Orange			18									
316	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-White			4									
319	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-White			5									
320	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-White			6									
321	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-White			7									
322	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-White			8									
323	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-White			9									
324	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-White			10									
325	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-White			11									
326	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-Orange			4									
327	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-Orange			5									
328	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-Orange			6									
329	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-Orange			7									
330	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-Orange			8									
331	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-Orange			9									

EXHIBIT A INKATE BOOTS AND SHOES

VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description						Discounted Unit Price Calculation					Bid Total Calculation			
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Item #	Product Category	Description	Manufacturer	Mfg. #	Size/WT	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purpose)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
332	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-Orange			10									
333	Canvas Shoe	3.1.9 Women's Canvas Lace Shoe-Orange			11									800
334	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			4									800
335	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			5									800
336	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			6									800
337	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			7									800
338	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			8									800
339	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			9									800
340	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			10									800
341	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			11									800
342	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			12									800
343	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			13									800
344	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			14									800
345	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			15									800
346	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			16									800
347	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			17									800
348	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-White			18									800
349	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			4									800
350	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			5									800
351	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			6									800
352	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			7									800
353	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			8									800
354	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			9									800
355	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			10									800
356	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			11									800
357	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			12									800
358	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			13									800
359	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			14									800
360	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			15									800
361	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			16									800
362	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			17									800
363	Canvas Shoe	3.1.10 Men's Canvas Slip-On Shoe-Orange			18									800
364	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White			4									800
365	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White			5									800
366	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White			6									800
367	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White			7									800

EXHIBIT A INMATE BOOTS AND SHOES

VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description						Discounted Unit Price Calculation					Bid Total Calculation			
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.														
Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
366	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White			8							600		
369	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White			9							600		
370	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White			10							600		
371	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-White			11							600		
372	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange			4							600		
373	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange			5							600		
374	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange			6							600		
375	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange			7							600		
376	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange			8							600		
377	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange			9							600		
378	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange			10							600		
379	Canvas Shoe	3.1.10 Women's Canvas Slip-On Shoe-Orange			11							600		
													<b>Total Bid Cost</b>	<b>\$0.00</b>

List of Discount Percentages:	
(Use additional sheets if needed for number of discount percentages being offered.)	
Category	DISCOUNT PERCENTAGE
I	Work Boot
II	Kitchen Boot
III	Sandal
IV	Athletic
V	Canvas

Not applicable

Rev. 04/14

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. 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, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

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

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

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

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% 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. 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: Bob Barker Company, Inc.

Signed: April Paszkiewicz

Date: 1-27-2017

Title: Sr. Contract Specialist



RFQ No. CRFQ 0608  
COR1700000005

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.

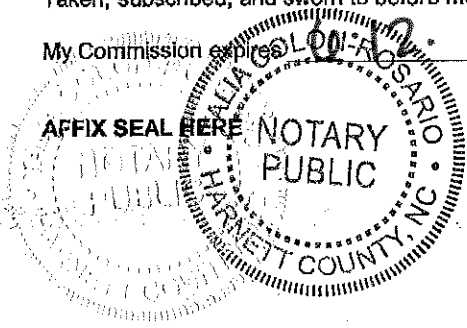
**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Bob Barker Company, Inc.  
Authorized Signature: April Paszkiewicz Date: 1.27.2017

State of NC  
County of Wake, to-wit:

Taken, subscribed, and sworn to before me this 27<sup>th</sup> day of January, 2017  
My Commission expires 21, 2021



NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 07/01/2012)



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

State of West Virginia  
 Request for Quotation  
 08 — Clothing

Proc Folder: 289327

Doc Description: ADDENDUM 1 INMATE BOOTS AND SHOES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-09	2017-01-18 13:30:00	CRFQ 0608 COR1700000005	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Bob Barker Company, Inc.  
 134 N Main Street  
 PO Box 429  
 Fuquay Varina, NC 27526

919-346-2137

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

56-1558062

Signature X

*April Paszkiewicz*

FEIN #

DATE

1-27-2017

All offers subject to all terms and conditions contained in this solicitation

**April Paszkiewicz**

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR INMATE BOOTS AND SHOES PER THE ATTACHED.

INVOICE TO	SHIP TO
FISCAL DEPARTMENT DIVISION OF CORRECTIONS - CENTRAL OFFICE 1409 GREENBRIER ST STE 300  CHARLESTON WV25311  US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INMATE SHOE CATALOG	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

Extended Description :  
INMATE SHOE CATALOG

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-01-11

COR1700000005	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM 1 INMATE BOOTS AND SHOES	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ COR1700000005**

**Addendum Number: 1**

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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 provide correct specifications to correlate with the current pricing page

The pricing page has not been updated and no other changes have been made at this time

Bid opening date remains 01/18/2017 at 1:30 PM EST

**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.

# ATTACHMENT A

REQUEST FOR QUOTATION  
CRFQ COR170000005  
Inmate Boots and Shoes

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Corrections establish a contract for Inmate Boots and Shoes. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.
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 **"Catalog"** means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
  - 2.2 **"Catalog Price"** means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).
  - 2.3 **"Discount Percentage"** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
  - 2.4 **"Discounted Price"** means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.
  - 2.5 **"Discounted Unit Price"** means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
  - 2.6 **"Eligible Item"** means any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes generally, boots and shoes to be used by the inmates in our facilities.
  - 2.7 **"Pricing Page"** or **"Pricing Pages"** means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
  - 2.8 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..
  - 2.9 **"Total Bid Cost"** means the sum of the bid total column on the Pricing Pages

REQUEST FOR QUOTATION  
CRFQ COR170000005  
Inmate Boots and Shoes

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shown below the bid total column and identified as the total bid cost.

- 2.10** “Unit” means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.11** “Unit Price” means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.12** “Units Provided for Catalog Price” means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor’s Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor’s catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor’s catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)

**3. GENERAL REQUIREMENTS:**

**3.1 Contracted 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 Men’s Rhino 6” Style 61M28 Brown Work Boot or Equal**

**3.1.1.1** Must have welt construction.

**3.1.1.2** Work boot shall have cushioned insole.

**3.1.1.3** Shall not have a metal or hard plastic shank.

**3.1.1.4** Boot must not contain a steel toe.

**3.1.1.5** Must be available in black and tan.

**3.1.1.6** Should be available in brown.

**3.1.1.7** Must be available in Men’s sizes 5 to 13.

**3.1.1.8** Should be available in men’s sizes 4 to 18.



**REQUEST FOR QUOTATION**  
**CRFQ COR170000005**  
**Inmate Boots and Shoes**

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**3.1.2 Women's Leather Work Boot in Tan**

3.1.2.1 Must be welt construction.

3.1.2.2 Must be insulated.

3.1.2.3 Must be water-resistant.

3.1.2.4 Must have padded collar.

3.1.2.5 Must have rubber lug, non-marking sole.

3.1.2.6 Shall not have a metal or hard plastic shank.

3.1.2.7 Shall not have a steel toe.

3.1.2.8 Must be available in tan.

3.1.2.9 Must be available in women's size 4 to 11.

**3.1.3 6" Leather Work Boot**

3.1.3.1 Must be 6" Work Boot with leather upper.

3.1.3.2 Must have welt construction.

3.1.3.3 Shall not have a metal or hard plastic shank.

3.1.3.4 Shall not have a steel toe.

3.1.3.5 Shall be available in black, brown, and tan.

3.1.3.6 Must be available in men's sizes 5 to 15.

3.1.3.7 Should be available in men's sizes 4 to 18.

3.1.3.8 Must be available in women's sizes 4 to 11.

3.1.3.9 Must be available in regular, wide, and extra wide

**REQUEST FOR QUOTATION  
CRFQ COR170000005  
Inmate Boots and Shoes**

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widths.

**3.1.4 Servus CT Boot or Equal**

**3.1.4.1** Must be 100% waterproof, non-marking and non-slipping.

**3.1.4.2** Must have a minimum height of 11" to a maximum height of 16".

**3.1.4.3** Must be available in men's sizes 5 to 13.

**3.1.4.4** Should be available in men's sizes 4 to 18.

**3.1.4.5** Must be available in women's sizes 5 to 11.

**3.1.5 Indoor/Outdoor Sandal**

**3.1.5.1** Sandal must be slip on, one piece molded construction.

**3.1.5.2** Must be made of PVC or EVA.

**3.1.5.3** Must be non-skid and non-marking.

**3.1.5.4** Shall be available in tan and orange color

**3.1.5.5** Shall be available in sizes S-3XL.

**3.1.6 V-Strap Thong (Sandal)**

**3.1.6.1** Must have minimum ½" thick soles.

**3.1.6.2** Must have minimum ½" wide straps.

**3.1.6.3** Must be available in unisex sizes S-3XL.

**3.1.7 Leather Velcro Athletic Shoe**

**3.1.7.1** Must have leather uppers.

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**CRFQ COR170000005**  
**Inmate Boots and Shoes**

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**3.1.7.2** Must be low top.

**3.1.7.3** Must have non-marking rubber sole.

**3.1.7.4** Must be available in white.

**3.1.7.5** Must be available in men's sizes 5 to 12.

**3.1.7.6** Should be available in men's sizes 4 to 18.

**3.1.7.7** Must be available in women's sizes 4 to 11.

**3.1.8 Leather Lace Athletic Shoe**

**3.1.8.1** Must have leather upper.

**3.1.8.2** Must be low top.

**3.1.8.3** Must have non-marking rubber sole.

**3.1.8.4** Must be available in white.

**3.1.8.5** Must be available in men's sizes 5 to 12.

**3.1.8.6** Should be available in men's sizes 4 to 18.

**3.1.8.7** Must be available in women's sizes 4 to 11.

**3.1.9 Canvas Lace Shoe**

**3.1.9.1** Must have non-marking and non-slipping rubber sole.

**3.1.9.2** Must be low top.

**3.1.9.3** Must be machine washable.

**3.1.9.4** Must have full cushion insoles with arch support.

**3.1.9.5** Must be available in white and orange.

**3.1.9.6** Must be available in men's sizes 5 to 12.

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CRFQ COR1700000005  
Inmate Boots and Shoes

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3.1.9.7 Should be available in men's sizes 4 to 18.

3.1.9.8 Must be available in women's sizes 4 to 11.

**3.1.10 Canvas Slip-On Shoe**

3.1.10.1 Must be non-marking and non-slipping rubber sole.

3.1.10.2 Must be low top.

3.1.10.3 Must be machine washable.

3.1.10.4 Must have full cushion insoles with arch support.  
Must be available in white and orange.

3.1.10.5 Must be available in men's sizes 5 to 12.

3.1.10.6 Should be available in men's sizes 4 to 18.

3.1.10.7 Must be available in women's sizes 4 to 11.

**3.2 Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.

3.2.1 Other than eyelets, there shall be no metal or hard plastic of any kind used in the construction of any item.

3.2.2 A list of all available colors, sizes, and widths must be available for each item in the space provided on the pricing page (exhibit A).

3.2.3 The bid unit price is to be all inclusive and must be the final price including shipping and handling.

**3.3 DEPARTMENT APPROVED EQUIVALENT:** This document sets forth the specifications of the Boots and Shoes to be provided under this contract. In some cases item specifications include the brand name and or model number of the item. Vendor may submit an equivalent brand bid for these items. If submitting an "Or Equal" per the Vendor's submitted "Exhibit A" Pricing Page. Upon request, vendor shall be required to provide samples of submitted "Or Equal" product(s). All samples must be Brand and Model noted, and colors specified for comparison to agency

REQUEST FOR QUOTATION  
**CRFQ COR1700000005**  
**Inmate Boots and Shoes**

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required specifications. Samples shall be sent to the following address.  
Samples are to be sent only upon written request:

**West Virginia Division of Corrections**  
**Attention: Cody Taylor**  
**1409 Greenbrier Street**  
**Charleston, WV, 25311**

Samples of Boots and Shoes listed in the RFQ shall be submitted after the bid opening and **only upon notification by the West Virginia Purchasing Division**. Vendors must submit samples of all items listed when requested by the West Virginia Purchasing Division. Vendor must deliver samples to the above address within 5 business days of the request and the vendor will be responsible for all shipping and return costs of the samples.

If the vendor fails to submit required samples by the 5 business day deadline, then Vendor's bid may be disqualified. There will be no extensions or other allowances made for this requirement.

**4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:**

**4.1 Contract Award:** This Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.

**4.2 Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as

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CRFQ COR1700000005  
Inmate Boots and Shoes

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indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

- 4.3 Pricing Pages:** Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Vendor's Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Catalog Prices, Units Provided for Catalog Price, Unit Prices, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity 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.

Vendors are **strongly encouraged** to complete the Pricing Pages through wvOASIS or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [Crystal.G.Rink@wv.gov](mailto:Crystal.G.Rink@wv.gov)

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

**5. Catalog:**

- 5.1 Submission.** Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into wvOASIS will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or

REQUEST FOR QUOTATION  
CRFQ COR1700000005  
Inmate Boots and Shoes

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highlighting those items in its Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

- 5.2 Catalog Modification.** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

In the event that multiple vendors are awarded a contract under the Solicitation, the first priority vendor shall not be permitted to include in its updated Catalog items being sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.

**6. ORDERING AND PAYMENT:**

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, 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 Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing

REQUEST FOR QUOTATION  
CRFQ COR1700000005  
Inmate Boots and Shoes

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Division to ensure that the requirements of this Contract are being met.

- 6.2 Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

**7. DELIVERY AND RETURN:**

**7.1 Delivery Time and Place:** Vendor shall deliver standard orders within 10 working days after orders are received. Vendor shall deliver emergency orders within 5 working day 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. Eligible Items must be delivered to Agency at desired location of the order itself.

- 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:** Items that Agency deems unacceptable 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



REQUEST FOR QUOTATION  
CRFQ COR170000005  
Inmate Boots and Shoes

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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. VENDOR DEFAULT:**

**8.1** The following shall be considered a vendor default under this Contract.

- 8.1.1** Failure to provide Eligible Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

**8.2** The following remedies shall be available to Agency upon default.

- 8.2.1** Immediate cancellation of the Contract.
- 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

**9.1 No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.

REQUEST FOR QUOTATION  
CRFQ COR170000005  
Inmate Boots and Shoes

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- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
- 9.3 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.
- 9.4 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.

Talia Rosario

Contract Manager: \_\_\_\_\_  
Telephone Number: 919-346-2137  
Fax Number: 800-322-7537  
Email Address: \_\_\_\_\_

taliarosario@bobbarker.com

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: COR1700000005**

**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 checked="" 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.

Bob Barker Company, Inc.

\_\_\_\_\_  
Company

*April Paszkiewicz* April Paszkiewicz  
\_\_\_\_\_  
Authorized Signature

1-27-2017  
\_\_\_\_\_  
Date

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



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

State of West Virginia  
 Request for Quotation  
 08 - Clothing

Proc Folder: 289327

Doc Description: ADDENDUM 2 INMATE BOOTS AND SHOES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-13	2017-01-31 13:30:00	CRFQ 0608 COR1700000005	3

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Bob Barker Company, Inc.  
 134 N Main Street  
 PO Box 429  
 Fuquay Varina, NC 27526

919-346-2137

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X *April Paszkiewicz* April Paszkiewicz 56-1558062  
 FEIN # DATE 1.27.2017

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR INMATE BOOTS AND SHOES PER THE ATTACHED.

INVOICE TO		SHIP TO	
FISCAL DEPARTMENT DIVISION OF CORRECTIONS - CENTRAL OFFICE 1409 GREENBRIER ST STE 300		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25311	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INMATE SHOE CATALOG	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53111600			

**Extended Description :**  
INMATE SHOE CATALOG

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-01-11

<b>COR1700000005</b>	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM 2 INMATE BOOTS AND SHOES	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ COR1700000005**  
**Addendum Number: 2**

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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 extend the bid opening date to 01/31/2017 at 1:30 PM EST
2. To provide answers to vendor questions
3. To reissue pricing page

**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.

# ATTACHMENT A

Revised 6/8/2012



**CRFQ COR1700000005**

**Addendum 2**

**Q1:** Can you please provide the awarded vendor(s) and contracted pricing for all items?

**A1:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**Q2:** Are you able to extend bid due date to a later date to allow vendors to source and shoes and are not current stock items?

**A2:** We will extend the opening until 01/31/2017.

**Q3:** Are spec sheets required if we are bidding brand specs?

**A3:** Nothing is needed as long as our required specifications are met.

**Q4:** Also, for the % off discount, is this for footwear only or could we offer percentage off entire catalog offerings?

**A4:** This bid is for boots and shoes only, the awarded contract will be the lowest bidder meeting specifications for those items

**Q5:** Regarding the bid for "Inmate Boots and Shoes" can you please advise who was awarded these items before and at what price?

**A5:** See answer #1.

**Q5:** I am using the spreadsheet you have provided. I am loading our info into your spreadsheet.

The calculations are not correct. Are the formulas correct?

**A5:** The pricing page has been revised and reissued without formulas. Vendors will need to manually calculate and input the pricing information into the spreadsheet

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: COR1700000005**

**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.

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**Addendum Numbers Received:**

(Check the box next to each addendum received)

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<input checked="" 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.

**Bob Barker Company, Inc.**

\_\_\_\_\_  
Company

*April Paszkiewicz* **April Paszkiewicz**  
\_\_\_\_\_  
Authorized Signature

1-27-2017  
\_\_\_\_\_  
Date

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

11/11/2020

Minutes of Special Meeting of the Board of Directors for Bob Barker Company, Inc.

A SPECIAL MEETING of the board of directors of Bob Barker Company, Inc was held on July 27, 2016 in the Blue Ridge Room at Bob Barker Co, Inc headquarters, at 134 N. Main Street, Fuquay Varina, North Carolina. The Following directors were present and participated in the meeting:

Robert J Barker, Sr.	Patricia M. Barker
Robert J Barker, Jr.	Nancy B. Johns
John Kasberger	Dave Colburn
Gabe Cipau	George Snead

Robert J Barker, Sr., Chairman of the Board, chaired the meeting and Patricia M. Barker, Executive Vice President of the Corporation, acted as Secretary of the meeting.

The chairman announced that a quorum of directors was present and that the meeting, having been duly convened, was ready to proceed with its business. The Secretary presented a waiver of notice of the meeting, signed by all of the directors and was directed to file the waiver of notice with the minutes of the meeting.

After full discussion of the affairs of the company, the following resolution was introduced for consideration and adoption by the directors:

RESOLVED, that the Board of Directors hereby grants signatory authority to enter bids obligating the company in agreements to furnish products and services at agreed prices and conditions.

Angela DeBoeser	<u>Angela D. DeBoeser</u>
Amber Garis	<u>Amber Garis</u>
April Paszkiewicz	<u>April Paszkiewicz</u>
Bettina Morgan	<u>Bettina Morgan</u>
Dale Griffith	<u>Dale Griffith</u>
Denine McCullers	<u>Denine McCullers</u>
Erika Flynn	<u>Erika Flynn</u>
Katy Anderson	<u>Katy Anderson</u>
Kevin Donovan	<u>Kevin Donovan</u>
Nenna Mann	<u>Nenna Mann</u>
Robert J. Barker, Sr.	<u>Robert J. Barker, Sr.</u>
Robert J. Barker, Jr.	<u>Robert J. Barker, Jr.</u>
Robin Finn	<u>Robin Finn</u>
Ryan Pretko	<u>Ryan Pretko</u>
Shannon Pilkington	<u>Shannon Pilkington</u>
Talia Rosario	<u>Talia Rosario</u>


The resolution was unanimously approved. There being no further business before the meeting, on motion duly made, seconded and carried, it was adjourned.

Robert J. Barker, Sr.  
Robert J. Barker, Sr.  
Chairman of the Board of Directors

Patricia M. Barker  
Patricia M. Barker  
Secretary of the Board of Directors

BOB BARKER COMPANY, INC.  
134 NORTH MAIN STREET  
P.O. BOX 429  
FUQUAY-VARINA, NC 27526

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INTENTIONALLY  
BLANK

		<p><b>Rhino Boots</b></p> <p>Style: 61M28</p>
<p>P.O. Box 429 Fuquay-Varina, NC 27526</p> <p>PH: 1-800-334-9880 Fax: 1-800-322-7537 <a href="http://www.bobbarker.com">www.bobbarker.com</a></p>		
<u>Item</u>	<u>Specification</u>	
STYLE #	61M28	
DESCRIPTION	<b>Rhino® 6" Plain toe Leather Work Boot</b>	
SPECIFICATIONS	Full grain leather upper Welt construction Rust resistant eyelets Cushion insole Padded tongue MC Rubber wedge outsole Available from sizes 5–10½, 11, 12, 13	
COLOR	Brown	
CASE PACK	Sold by Each	




Spec for 3.1.02

Spec for 3.1.03

 P.O. Box 429 Fuquay-Varina, NC 27526  PH: 1-800-334-9880 Fax: 1-800-322-7537 <a href="http://www.bobbarker.com">www.bobbarker.com</a>		<b>Boots</b>  Spec: 3.1.02 Spec: 3.1.03
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<u>Item</u>	<u>Specification</u>
STYLE #	H633T (Tan) W622BR (Brown) W622B (Black)
DESCRIPTION	6" Leather Work Boots
SIZING	H633T (Tan) Men's: 4-17 (Half Sizes: 4.5-11.5) Women's: 6-19 (Half Sizes: 6.5-13.5) W622BR (Brown) Men's: 3-15 (Half Sizes: 3.5-10.5) Women's: 5-17 (Half Sizes: 5.5-12.5) W622B (Black) Men's: 3-16 (Half Sizes: 3.5-10.5) Women's: 5-18 (Half Sizes: 5.5-12.5)
COLOR	Tan, Brown and Black
CASE PACK	Sold by Each









**Bid Department:** 1-800-235-8586  
or FAX 1-888-866-3331

### Knee Boots - Plain Toe



- Soft and pliable, non-cracking PVC compound.
- Rugged one-piece injection molded construction.
- Heavy-duty, anti-skid outsole.
- Removable washable insole.
- Molded shank for extra support.
- Height: 16"
- Plain Toe: whole sizes 4-15

Item Number	Description
KBP-4	Knee Boots - Plain Toe Sz 4
KBP-5	Knee Boots - Plain Toe Sz 5
KBP-6	Knee Boots - Plain Toe Sz 6
KBP-7	Knee Boots - Plain Toe Sz 7
KBP-8	Knee Boots - Plain Toe Sz 8
KBP-9	Knee Boots - Plain Toe Sz 9
KBP-10	Knee Boots - Plain Toe Sz 10
KBP-11	Knee Boots - Plain Toe Sz 11
KBP-12	Knee Boots - Plain Toe Sz 12
KBP-13	Knee Boots - Plain Toe Sz 13
KBP-14	Knee Boots - Plain Toe Sz 14
KBP-15	Knee Boots - Plain Toe Sz 15



 <p>P.O. Box 429 Fuquay-Varina, NC 27526</p> <p>PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com</p>		<p>PVC Shower Sandal</p> <p>Styles: BB888, 80302, 80319</p>
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## Product Specifications

<b>Item #/Color:</b>	BB888 - (size) Tan 80302 - (size) Orange 80319 - (size) White Note: Due to recycled content, shade may vary lot to lot
<b>Material:</b>	PVC—versatile and flexible Note: PVC has natural anti-fungal and anti-bacterial properties. No additives.
<b>Construction:</b>	One piece “basket-weave” look
<b>Sole:</b>	Non-slip, non-marking
<b>Heel Height:</b>	1 1/8” to 1 1/2”
<b>Size:</b>	BB888/80302— Men’s whole sizes 6-14, 15/16 80319 (white)— Men’s whole sizes 7-13 Women order one size smaller
<b>Product Weight:</b>	1.08 lbs to 1.6 lbs
<b>Cleaning:</b>	Safe to clean with neutral suds and warm water., Autoclavable
<b>Packaging:</b>	36 each per master carton (one size per master carton)
<b>Recycling:</b>	Made of 100% recycled material. Can be recycled with #3 plastics—see local recycler for acceptance

 <p>P.O. Box 429 Fuquay-Varina, NC 27526</p> <p>PH: 1-800-334-9880 Fax: 1-800-322-7537 <a href="http://www.bobbarker.com">www.bobbarker.com</a></p>		<p><b>Classic V-Strap Thongs</b></p> <p>Style: 1800-(size) Specifications</p>
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<u>Item</u>	<u>Specification</u>
STYLE #	1800-(size)
UPPER STRAP	1/2" Polyvinyl Chloride Straight Resin Reinforced shaft for superior hold
SOLE	1/2" cushioned Low-Density Polyethylene, Ethylene-Vinyl Acetate Copolyme, A/C Blowing Agent, Dicumyl Peroxide, Calcium Carbonate, Pigment powder, Active Zinc Oxide
WIDTH	D
SIZES	Men's sizes:S (6-7), M (8-9), L(10-11), XL(12-13), 2XL (14-15) Women's order one size smaller.
PACKAGING	6 pairs per master carton

 <p>P.O. Box 429 Fuquay-Varina, NC 27526</p> <p>PH: 1-800-334-9880 Fax: 1-800-322-7537 <a href="http://www.bobbarker.com">www.bobbarker.com</a></p>		<p>Clear Sole Shoe w/ Velcro Closure, White</p> <p>Style: W72</p> <p>Specifications</p>
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<u>Item</u>	<u>Specification</u>
STYLE #	W72
PATENT	US Patent # 7,178,268
UPPER STOCK	1.4mm Action leather / 1.2mm PU material. Upper is bonded with stitched foxing to increase durability.
OUTSOLE	Durable 8mm non-marking/non-slip clear rubber outsole for easy inspection. Fully stitched to leather upper.
INSOLE	Stitched padded canvas liner/fully cemented 3.5mm EVA.
TONGUE	.8mm PU material. 1.5cm sponge padding with wafer bonded Tricot lining.
COLLAR	2cm sponge padding with wafer bonded Tricot lining.
TOE & HEEL LINING	1.5mm EVA / 3mm sponge padding.
CLOSURE	Two 2.5cm leather Velcro straps with reinforced double stitching.
WIDTH	D, F
COLOR	White
SIZES	D Width - Sizes 4-17 (whole), 7.5-11.5 (Half) F Width - Sizes 7-17 (whole), 7.5-11.5 (Half) <b>When ordering women's sizes, order 1 1/2 times larger than the men's sizes.</b>
PACKAGING	12 pairs per master carton
TESTING	<ul style="list-style-type: none"> <li>• ASTM D1052 - Ross Flexing Resistance for Sole</li> <li>• ASTM D1630 - NBS Abrasion Resistance for Sole</li> <li>• ASTM D621 - Tear Strength for Sole</li> </ul>

 <p> <b>Bob Barker</b><sup>®</sup>                  P.O. Box 429                  Fuquay-Varina, NC                  27526                  PH: 1-800-334-9880                  Fax: 1-800-322-7537                  www.bobbarker.com             </p>		<p>                 Leather Athletic                  Shoe with                  Memory Foam                  Style: W650MF             </p>
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### Product Specifications

<b>Item#:</b>	W650MF- (size)
<b>Description</b>	Leather Lace-Up Athletic Show with Memory Foam Insole
<b>Color:</b>	White
<b>Upper Material:</b>	1.3mm Leather/PU Upper
<b>Midsole:</b>	Lightweight EVA
<b>Outsole:</b>	Durable, slip resistant, non-marking , two-toned rubber
<b>Insole:</b>	Breathable lined mesh with 5mm Memory Foam
<b>Sizes:</b>	Men's whole sizes 6-14 Special Order whole sizes M2-5/W4-7
<b>Packaging:</b>	12 pair per master carton (one size per master carton)

 <p>P.O. Box 429 Fuquay-Varina, NC 27526</p> <p>PH: 1-800-334-9880 Fax: 1-800-322-7537 <a href="http://www.bobbarker.com">www.bobbarker.com</a></p>		<p><b>White Canvas Lo-Bobs</b></p> <p>Style: 850-Size Specifications</p>
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<u>Item</u>	<u>Specification</u>
STYLE #	850-Size
UPPER STOCK	100% Cotton, upper Duck canvas weight 7oz/ square yard, lining Duck raw canvas weight 4.25oz/square yard, shoe upper 13.75oz/square yard (cemented).
OUTSOLE	Non Skid and Non Marking outsole containing 36% natural rubber
INSOLE	Fully cushioned sponge rubber lined with Duck raw canvas weight 4.25oz/square yard. Slip-Last construction.
TONGUE	100% cotton, Duck canvas weight 7oz/square yard, lining Duck raw canvas weight 4.25oz/ square yard
CONSTRUCTION	Vulcanized
COUNTER POCKET	Vulcanized rubber covered with 100% cotton duck
TOE BUMPER AND CAP	Natural rubber
LACES	100% cotton
EYELETS	12 metal eyelets for the laces per shoe 2 metal eyelets for ventilation per shoe
THREAD	100% cotton
FOXING	Natural Rubber, width 1-2", Thickness 0.118"
WIDTH	D
COLORS	White
SIZES	5-16 whole, 6.5-12.5 half
PACKAGING	12 pairs per master carton

 <p>P.O. Box 429 Fuquay-Varina, NC 27526</p> <p>PH: 1-800-334-9880 Fax: 1-800-322-7537 <a href="http://www.bobbarker.com">www.bobbarker.com</a></p>	<h2 style="text-align: center;">Canvas Deck Shoe</h2> <p style="text-align: center;">Items</p> <p style="text-align: center;">155NV-size (Navy) 155OR-size (Orange) 155WH-size (White) 155BK-size (Black)</p>
	
Upper Stock	100% Cotton Duck canvas weight 8.25oz/square yard (280g/square meter), lining Duck raw canvas weight 6.49oz/square yard (220 g/square meter), shoe upper 15.63oz/square yard (530 g/square meter) cemented
Outsole	3.5-4mm thick GUM color. Non-skid and non-marking rubber outsole
Construction	Vulcanized
Insole	Fully cushioned 5mm sponge rubber liner with Duck raw canvas weight 6.49oz/square yard (220 g/square meter).
Foxing	Natural rubber width 23mm; thickness 2.6mm
Counter Pocket	Vulcanized Rubber covered with 100% cotton Duck
Gore	100% nylon elastic
Thread	100% cotton
Binding	Nylon
Width	D
Size Range	Whole Sizes 5 to 16 Half Sizes 5.5 to 11.5
Colors	Navy, Orange, White, Black
Packaging	24 pairs per master carton
Country of Origin	China