



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

Request for Quotation

RFQ NUMBER
DJS010270

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF JUVENILE SERVICES
 DAVIS CENTER
 BLACKWATER FALLS ROAD
 DAVIS, WV
 26260

DATE PRINTED 06/14/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/02/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		984-36-01-003		
UNIFORM: OPEN-END CONTRACT TO PROVIDE CASUAL UNIFORMS, BOOTS, AND DRESS BLAZERS FOR THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES, PER THE SPECIFICATIONS. DELIVERY: DELIVERY SHALL BE INCLUDED IN THE BID PRICE. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p>						

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<p>WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p>						

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT (32)</p> <p>RFQ. NO.: DJS010270</p> <p>BID OPENING DATE: 07/02/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ DJS010270 ***** TOTAL:						

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WV Division of Juvenile Services
Clothing Specification

1. THERMAL TOPS-Hanes Brand or Equal

Fabric: Cotton/poly blended fabric that is shrinkage-controlled

Color: Natural or White

Fiber Content: 65 % cotton 35% polyester

Weight: 3 oz.

Construction: Flat seam construction for added strength and durability

Machine washable and dryable

Sizes: Tops shall be available in size small to 8XL

2. THERMAL DRAWERS-Hanes Brand or Equal

Fabric: Cotton/poly blended fabric that is shrinkage-controlled

Color: Natural or White

Fiber content: 65% cotton 35% polyester

Weight: 3 oz.

Construction: Flat seam construction for added strength and durability

Machine washable and dryable

Sizes: Drawers shall be available in size small to 8XL

3. CREW-NECK PULLOVER SWEATSHIRTS-Russell Athletic Brand or Equal

Fabric: Cotton/poly fabric

Color: Dark brown

Fiber content: 50% cotton 50% poly fabric

Construction: Collar, cuffs and waistband are cover-seamed and ribbed

Sizes: Sweatshirts shall be available in sizes small to 8XL

4. GYM SHORTS-Hanes Brand or Equal

Fabric: Cotton jersey

Color: Navy

Fiber content: 100% cotton jersey

Construction: Elastic waistband, no pockets

Inseam: 9"

Sizes: Gym shorts shall be available in sizes small to 7X

5. T-SHIRTS-Hanes Brand or Equal

Fabric: Cotton

Color: Light blue, Red, Kelly green

Fiber content: 100% preshrunk cotton

Weight: 4 oz.

Construction: Double hemmed sleeves and bottom, no pockets, taped neck and shoulder seams

Sizes: T-shirts shall be available in sizes small to 7X

Embroidery: Will include "RC" logo over left breast area. Sample included.

6. TUBE SOCKS-Bob Barker Brand or Equal

Fabric: cotton/polyester

Color: White

Fiber content: 80% cotton 20% polyester

Sizes: One size fits all

7. SLIP ON PVC SANDALS-Bob Barker Brand or Equal

Color: Brown

Construction: One-piece construction. Sandals are autoclavable, non-skid and non-marking, 1-1/8" to 1/2" thick cushioned sole

Sizes: Sandals shall be available is size small to 3XL

8. BOXERS-Hanes Brand or Equal

Fabric: poly/cotton blend

Color: White

Construction: Boxers have elastic waistbands and fly fronts

Sizes: Boxers shall be available in sizes small to 8XL

9. JEANS, Levi Brand or Equal

Fabric: Denim

Color: Dark blue

Fiber content: 100% cotton denim

Weight: 13.5 oz

Construction: Relaxed fit, heavy-duty brass zipper and button waist. Reinforced at all points of strength. Straight leg cut, four-pocket, 16" leg opening

Waist sizes: Waist sizes shall be available in sizes 30 through 60

Inseam sizes: Inseams sizes shall be 30" to 38" in length

10. BLAZERS-Dockers Brand or Equal

Fabric: Polyester/wool blend

Color: Navy

Fiber Content: 55 % polyester 45% wool

Weight: 11 5/12 oz.

Construction: Single breasted two button hopsack blazer, breathable wrinkle free wool blend, center back vent, fully lined, two gold button front closure, traditional fit with Custom Fit Flex Back to allow for comfort and flexibility.

Pockets: Two pockets with round flaps, two inside pockets

Dry Clean Only

Sizes: Men's size 36-54, available in short, regular, and tall

11. DRESS PANTS-Dockers Iron Free or Equal

Fabric: Cotton

Color: Khaki

Fiber content: 100% cotton

Weight: 8.0 oz.

Construction: Relaxed fit with two front pockets and two back pockets, full cut straight leg, button closure with brass zipper, stain and fade resistant, Ban-Rol waistband, permanent crease in legs, pants shall be unhemmed, iron-free cotton

Machine washable and dryable

Sizes: Men's sizes 28-54

12. POPLIN DRESS SHIRTS-Arrow Brand or Equal

Fabric: Cotton/poly fabric

Color: White

Fiber content: 65% polyester-35% cotton

Weight: 4.25 oz.

Construction: Poplin construction, soft point collar, shirt tail hem, relaxed fit for men, wrinkle-free finish, button front, short sleeve

Machine washable

Sizes: Men's size small to 6XL

13. SPORT SHIRT/POLO-Anvil Brand or Equal

Fabric: Cotton jersey

Fiber content: 50% polyester-50% cotton

Weight: 5.6 oz.

Construction: Jersey knit with stain repel and release finish, short-sleeved, soft fashion knit contoured collar and welt sleeve bands, double-needle bottom, single-needle neck, shoulder, armhole, and sleeve. side seamed with 2 ½" side vents, no pockets, three high gloss wood tone buttons on a clean finished Allen Solley placket with ¼" reinforced box

Embroidery: Will include "RC" logo over left breast area. Sample included.

Colors: royal blue, light blue, forest green, Kelly green, red, dark heather, maroon

Sizes: Men's size small- 6 XL

14. CLIP ON NECKTIES-Absolute Ties Brand or Equal

Fabric: Polyester

Color: Yellow with diagonal navy stripes

Fiber content: 100% polyester

Construction: Approximately 20" long x 3 ¾" wide

15. BELT-511 Tactical Series or Equal

Nylon web belt, 1 ½" wide with non-metallic, low-profile buckle

Color: Tan

Sizes: Men's size small to 5X

BOOT SPECIFICATIONS

16. PLAIN TOE WORK BOOTS-Ozark Trail Bandy II Hiking Boot or Equal

Color: Brown

Shaft Height: 5.50"-6.50"

Construction: Leather

Hydroguard waterproofing
Genuine leather upper with man-made materials
Padded collar for comfort
Rubber outsole for traction and durability
Fully lined with gusseted tongue
Flat shoelaces pass through lacing hooks

Sizes: 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 13, 14, 15

17. STEEL TOE WORK BOOTS-Herman Survivors Brand or Equal

Color: Black

Shaft Height: 6"

Construction: Leather

Abrasion-resistant waterproof leather upper
ANSI Class 75 steel toe
Moisture resistant interior
Comfort insole
Lace up front
Lightweight, flexible mid-sole
Slip-resistant, oil resistant outsole

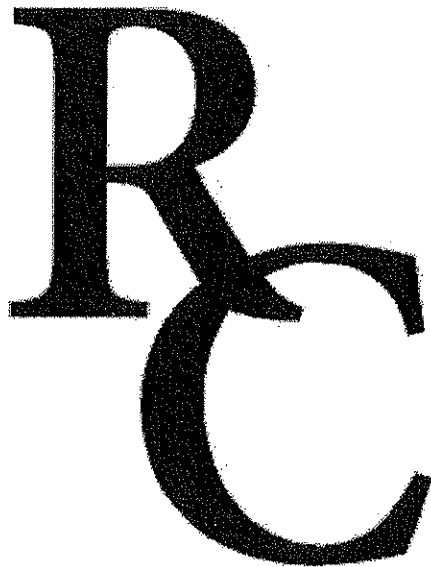
Sizes: 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 13, 14, 15

EMBROIDERY INFORMATION

All polo shirts will have the "RC" logo embroidered on the left breast pocket area.

Letters will be 2" wide x 2.75" tall.

Lettering will be done in white Gunold Brand or equal 100% polyester thread.

A large, bold, black graphic of the letters 'R' and 'C' in a classic, serif font. The 'R' is positioned above the 'C', and they are both rendered in a thick, solid black color. The 'R' has a prominent vertical stem and a curved top, while the 'C' is a simple, rounded shape with a slight opening at the bottom.

1. All deliveries will be made to the Davis Center, Blackwater Falls Road, Davis, WV 26260.
2. Vendor will deliver the initial order within 30 days of agency placing the order. All additional orders will be delivered within 14 days.
3. Should we require samples, vendor must deliver item within 5 days to the address listed above. Vendor shall be responsible for shipping and return costs.

CLOTHING BID FORM

Item #	Description	Estimated Initial Order	Unit Price	Extended Price	Future Unit Price for One (1) Each
1	Thermal Tops Sizes S-XL	108	\$	\$	\$
1.1	Thermal Tops Sizes 2XL	36	\$	\$	\$
1.2	Thermal Tops Sizes 3XL	36	\$	\$	\$
1.3	Thermal Tops Sizes 4XL	12	\$	\$	\$
1.4	Thermal Tops Sizes 5XL	4	\$	\$	\$
1.5	Thermal Tops Sizes 6XL	4	\$	\$	\$
1.6	Thermal Tops Sizes 7XL	4	\$	\$	\$
1.7	Thermal Tops Sizes 8XL	4	\$	\$	\$
2	Thermal Drawers Size S-XL	108	\$	\$	\$
2.1	Thermal Drawers Size 2XL	36	\$	\$	\$
2.2	Thermal Drawers Size 3XL	36	\$	\$	\$
2.3	Thermal Drawers Size 4XL	12	\$	\$	\$
2.4	Thermal Drawers Size 5XL	4	\$	\$	\$
2.5	Thermal Drawers Size 6XL	4	\$	\$	\$
2.6	Thermal Drawers Size 7XL	4	\$	\$	\$
2.7	Thermal Drawers Size 8XL	4	\$	\$	\$
3	Sweatshirt Size S-L	24	\$	\$	\$
3.1	Sweatshirt Size XL	48	\$	\$	\$
3.2	Sweatshirt Size 2XL	36	\$	\$	\$
3.2	Sweatshirt Size 3XL	12	\$	\$	\$
3.4	Sweatshirt Size 4XL	3	\$	\$	\$
3.5	Sweatshirt Size 5XL	3	\$	\$	\$
3.6	Sweatshirt Size 6XL	3	\$	\$	\$
3.7	Sweatshirt Size 7XL	3	\$	\$	\$
3.8	Sweatshirt Size 8XL	3	\$	\$	\$
4	Gym Shorts Size S-XL	108	\$	\$	\$
4.1	Gym Shorts Size 2XL - 3XL	36	\$	\$	\$
4.2	Gym Shorts Size 4XL	12	\$	\$	\$
4.3	Gym Shorts Size 5XL	4	\$	\$	\$
4.4	Gym Shorts Size 6XL	4	\$	\$	\$
4.5	Gym Shorts Size 7XL	4	\$	\$	\$
5	T-Shirts Size S-XL	300	\$	\$	\$
5.1	T-Shirts Size 2XL - 3XL	200	\$	\$	\$
5.2	T-Shirts Size 4XL	75	\$	\$	\$
5.3	T-Shirts Size 5XL	12	\$	\$	\$
5.4	T-Shirts Size 6XL	12	\$	\$	\$
5.5	T-Shirts Size 7XL	12	\$	\$	\$
6	Tube Socks	240	\$	\$	\$
7	PVC Sandals Size S - 3XL	150	\$	\$	\$
8	Boxers Size S - XL	250	\$	\$	\$
8.1	Boxers Size 2XL - 4XL	100	\$	\$	\$

Item #	Description	Estimated Initial Order	Unit Price	Extended Price	Future Unit Price for One (1) Each
8.2	Boxers Size 5XL - 8XL	50	\$	\$	\$
9	Jeans Waist Size 30-42	60	\$	\$	\$
9.1	Jeans Waist Size 44 - 50	12	\$	\$	\$
9.2	Jeans Waist Size 52 - 54	6	\$	\$	\$
9.3	Jeans Waist Size 56 - 60	6	\$	\$	\$
10	Blazers Mens' size 36-46 short	20	\$	\$	\$
10.1	Blazers Mens' size 36-54 regular	60	\$	\$	\$
10.2	Blazers Mens' size 38-54 tall	20	\$	\$	\$
11	Dress Pants Mens' size 28-42	350	\$	\$	\$
11.1	Dress Pants Mens' size 44-50	100	\$	\$	\$
11.2	Dress Pants Mens' size 52-54	50	\$	\$	\$
12	Poplin Dress Shirts S/S Size S-XXL	70	\$	\$	\$
12.1	Poplin Dress Shirts S/S Size 3X-4X	15	\$	\$	\$
12.2	Poplin Dress Shirts S/S Size 5X-6X	15	\$	\$	\$
13	Polo Shirts S/S Size S-XXL	2000	\$	\$	\$
13.1	Polo Shirts S/S Size 3X-4X	42	\$	\$	\$
13.1	Polo Shirts S/S Size 5X-6X	36	\$	\$	\$
14	Clip-on Ties	100	\$	\$	\$
15	Belts Size S - 5X	100	\$	\$	\$
16	Plain Toe Boots Size 8 & 8 1/2	18	\$	\$	\$
16.1	Plain Toe Boots Size 9 & 9 1/2	24	\$	\$	\$
16.2	Plain Toe Boots Size 10 & 10 1/2	24	\$	\$	\$
16.3	Plain Toe Boots Size 11 & 11 1/2	24	\$	\$	\$
16.4	Plain Toe Boots Size 12	12	\$	\$	\$
16.5	Plain Toe Boots Size 13	12	\$	\$	\$
16.6	Plain Toe Boots Size 14	6	\$	\$	\$
16.7	Plain Toe Boots Size 15	6	\$	\$	\$
17	Steel Toed Boots Size 8 & 8 1/2	18	\$	\$	\$
17.1	Steel Toed Boots Size 9 & 9 1/2	24	\$	\$	\$
17.2	Steel Toed Boots Size 10 & 10 1/2	24	\$	\$	\$
17.3	Steel Toed Boots Size 11 & 11 1/2	24	\$	\$	\$
17.4	Steel Toed Boots Size 12	12	\$	\$	\$
17.5	Steel Toed Boots Size 13	12	\$	\$	\$
17.6	Steel Toed Boots Size 14	6	\$	\$	\$
17.7	Steel Toed Boots Size 15	6	\$	\$	\$
GRAND TOTAL				\$	

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____