



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
DJS010354

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF JUVENILE SERVICES  
 KENNETH HONEY RUBENSTEIN  
 JUVENILE CENTER  
 141 FORESTRY CAMP ROAD  
 DAVIS, WV  
 26260 304-259-2220

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/08/2012				

BID OPENING DATE: 02/23/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. REVISED BID FORM ATTACHED.						
3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						
0001	1	LS		984-36-01-003		
						UNIFORMS
***** THIS IS THE END OF RFQ DJS010354 *****						TOTAL: _____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**DJS010354**  
**Addendum No. 2**

**QUESTIONS:**

Q1: Is the estimated quantity by the each? For example, we sell socks by the dozen. Is the qty. 500 each or 500 dozen?

A1: See revised bid form.

Q2: Please clarify that the samples requested on page 11 are upon request as noted below the list. Will the polo shirt sample need to be embroidered?

A2: Samples of the clothing listed in the RFQ should be submitted after the bid opening and upon notification by the WV Purchasing Division. Please do not submit samples until you receive notification from the WV Purchasing Division. All samples are to be sent to address listed unless otherwise notified by the WV Purchasing Division. Vendors must submit samples of all items listed in the RFQ when requested by the WV Purchasing Division.

Only one (1) of the Polo Shirts will need to be embroidered. It will not be necessary to embroider all samples. All colors of Polo shirts listed in the request for samples must be submitted. Vendor can pick color of shirt to be submitted with embroidery.

Q3: It also appears that you will award to only one vendor. Advise if that is correct or if you will split the award among more than one vendor.

A3: There will be no split award. Award will be made to the vendor with the lowest grand total meeting all of the specifications with the most complete bid.

Q4: Do you have previous pricing available for these items?

A4: Yes. Please see Attachment A.

**CLARIFICATIONS:**

C1: On page 7 of the RFQ, Item No. 5 T-shirts Hanes Brand or equal, delete the word "Embroidery" from the specifications.

C2: The bid opening remains 02/23/2012 at 1:30 pm.

C2: No additional questions will be accepted on this RFQ.

## CLOTHING PRICING PAGE

Item #	Description	Unit Price
1	Thermal Tops Sizes S-XL	\$2.10
1.1	Thermal Tops Sizes 2XL	\$2.24
1.2	Thermal Tops Sizes 3XL	\$2.39
1.3	Thermal Tops Sizes 4XL	\$2.39
1.4	Thermal Tops Sizes 5XL	\$2.49
1.5	Thermal Tops Sizes 6XL	\$2.59
1.6	Thermal Tops Sizes 7XL	\$4.19
1.7	Thermal Tops Sizes 8XL	\$4.19
2	Thermal Drawers Size S-XL	\$2.10
2.1	Thermal Drawers Size 2XL	\$2.24
2.2	Thermal Drawers Size 3XL	\$2.39
2.3	Thermal Drawers Size 4XL	\$2.39
2.4	Thermal Drawers Size 5XL	\$2.49
2.5	Thermal Drawers Size 6XL	\$2.59
2.6	Thermal Drawers Size 7XL	\$4.19
2.7	Thermal Drawers Size 8XL	\$4.19
3	Sweatshirt Size S-L	\$5.70
3.1	Sweatshirt Size XL	\$5.70
3.2	Sweatshirt Size 2XL	\$6.70
3.2	Sweatshirt Size 3XL	\$8.70
3.4	Sweatshirt Size 4XL	\$9.70
3.5	Sweatshirt Size 5XL	\$10.46
3.6	Sweatshirt Size 6XL	\$11.13
3.7	Sweatshirt Size 7XL	\$11.81
3.8	Sweatshirt Size 8XL	\$12.49
4	Gym Shorts Size S-XL	\$4.28
4.1	Gym Shorts Size 2XL - 3XL	\$5.16
4.2	Gym Shorts Size 4XL	\$5.62
4.3	Gym Shorts Size 5XL	\$6.08
4.4	Gym Shorts Size 6XL	\$6.58
4.5	Gym Shorts Size 7XL	\$7.12
5	T-Shirts Size S-XL	\$7.48
5.1	T-Shirts Size 2XL - 3XL	\$9.67
5.2	T-Shirts Size 4XL	\$10.38
5.3	T-Shirts Size 5XL	\$10.96
5.4	T-Shirts Size 6XL	\$11.56
5.5	T-Shirts Size 7XL	\$13.56
6	Tube Socks	\$0.42
7	PVC Sandals Size S - 3XL	\$2.40
8	Boxers Size S - XL	\$0.89
8.1	Boxers Size 2XL - 4XL	\$1.07

Item #	Description	Unit Price
8.2	Boxers Size 5XL - 8XL	\$1.67
9	Jeans Waist Size 30-42	\$10.94
9.1	Jeans Waist Size 44 - 50	\$13.12
9.2	Jeans Waist Size 52 - 54	\$13.12
9.3	Jeans Waist Size 56 - 60	\$28.00
10	Blazers Mens' size 36-46 short	\$71.40
10.1	Blazers Mens' size 36-54 regular	\$93.00
10.2	Blazers Mens' size 38-54 tall	\$93.00
11	Dress Pants Mens' size 28-42	\$19.44
11.1	Dress Pants Mens' size 44-50	\$22.59
11.2	Dress Pants Mens' size 52-54	\$23.20
12	Poplin Dress Shirts S/S Size S-XXL	\$13.40
12.1	Poplin Dress Shirts S/S Size 3X-4X	\$14.96
12.2	Poplin Dress Shirts S/S Size 5X-6X	\$18.24
13	Polo Shirts S/S Size S-XXL	\$11.76
13.1	Polo Shirts S/S Size 3X-4X	\$14.17
13.1	Polo Shirts S/S Size 5X-6X	\$21.80
14	Clip-on Ties	\$6.96
15	Belts Size S - 5X	\$16.99
17	Steel Toed Boots Size 8 & 8 1/2	\$61.20
17.1	Steel Toed Boots Size 9 & 9 1/2	\$61.20
17.2	Steel Toed Boots Size 10 & 10 1/2	\$61.20
17.3	Steel Toed Boots Size 11 & 11 1/2	\$61.20
17.4	Steel Toed Boots Size 12	\$62.20
17.5	Steel Toed Boots Size 13	\$62.20
17.6	Steel Toed Boots Size 14	\$62.20
17.7	Steel Toed Boots Size 15	\$62.20

**DJS010354 Rubenstein Clothing Bid Form - Revised 2/8/11**

<i>Item#</i>	<i>Description</i>	<i>*Estimated annual order</i>	<i>Unit price</i>	<i>Extended price</i>
1	Thermal Tops Sizes S-XL	50 ea	\$	\$
1.1	Thermal Tops Sizes 2-XL	8 ea	\$	\$
1.2	Thermal Tops Sizes 3XL	8 ea	\$	\$
1.3	Thermal Tops Sizes 4XL	4 ea	\$	\$
1.4	Thermal Tops Sizes 5XL	4 ea	\$	\$
2	Thermal DrawersSize S-XL	50 ea	\$	\$
2.1	Thermal Drawers Size 2XL	8 ea	\$	\$
2.2	Thermal Drawers Size 3XL	8 ea	\$	\$
2.3	Thermal Drawers Size 4XL	4 ea	\$	\$
2.4	Thermal Drawers Size 5XL	4 ea	\$	\$
3	Sweatshirt Size S-L	15 ea	\$	\$
3.1	Sweatshirt Size XL	25 ea	\$	\$
3.2	Sweatshirt Size 2XL	5 ea	\$	\$
3.3	Sweatshirt Size 3XL	5 ea	\$	\$
3.4	Sweatshirt Size 4XL	2 ea	\$	\$
3.5	Sweatshirt Size 5XL	2 ea	\$	\$
4	Gym Shorts Size S-XL	75 ea	\$	\$
4.1	Gym Shorts Size 2XL-3XL	15 ea	\$	\$
4.2	Gym Shorts Size 4XL	4 ea	\$	\$
4.3	Gym Shorts Size 5XL	4 ea	\$	\$
5	T-Shirt Size S-XL	200 ea	\$	\$
5.1	T-Shirt Size 2XL-3XL	75 ea	\$	\$
5.2	T-Shirt Size 4XL	25 ea	\$	\$
5.3	T-Shirt Size 5XL	5 ea	\$	\$
6	Tube Socks	500 ea	\$	\$
7	EVA Crocs Size S-3XL	175 ea	\$	\$
8	Boxers Size L-XL	125 ea	\$	\$
8.1	Boxers Size 2XL-4XL	75 ea	\$	\$
8.2	Boxers Size 5XL	5 ea	\$	\$



Item #	Description	* Estimated annual order	Unit Price	Extended Price
9	Jeans Waist Size 30-42	60 ea	\$	\$
9.1	Jeans Waist Size 44-50	10 ea	\$	\$
9.2	Jeans Waist Size 52-54	4 ea	\$	\$
9.3	Jeans Waist Size 56-60	4 ea	\$	\$
10	Dress Pants men's size 28-42	125 ea	\$	\$
10.1	Dress Pants men's size 44-50	50 ea	\$	\$
10.2	Dress Pants men's size 52-54	25 ea	\$	\$
11	Poplin Dress Shirt S/S Size S-XXL	25 ea	\$	\$
11.1	Poplin Dress Shirt S/S Size 3X-4X	10 ea	\$	\$
11.2	Poplin Dress Shirt S/S Size 5X-6X	10 ea	\$	\$
12	Polo Shirts S/S Size S-XXL	400 ea	\$	\$
12.1	Polo Shirts S/S Size 3X-4X	20 ea	\$	\$
13	Clip on Ties	10 ea	\$	\$
14	Belt Size S- 5X	25 ea	\$	\$
15	Steel Toe Boots Size 8 & 8 1/2	20 ea	\$	\$
15.1	Steel Toe Boots Size 9 & 9 1/2	25 ea	\$	\$
15.2	Steel Toe Boots Size 10 & 10 1/2	25 ea	\$	\$
15.3	Steel Toe Boots Size 11 & 11 1/2	25 ea	\$	\$
15.4	Steel Toe Boots Size 12	10 ea	\$	\$
15.5	Steel Toe Boots Size 13	10 ea	\$	\$
15.6	Steel Toe Boots Size 14	4 ea	\$	\$
15.7	Steel Toe Boots Size 15	4 ea	\$	\$
<b>GRAND TOTAL</b>				\$
Failure to use this form may result in disqualification				
Bidder/Vendor Information				
Name: _____				
Address: _____				
_____				
_____				
Phone # _____				
Email Address _____				

\* Estimated annual order is estimate and will be used for bid evaluation only.  
 Actual quantities ordered may be more or less than noted on bid form.

EXHIBIT 10

REQUISITION NO.: .....

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 .....

NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....  
SIGNATURE

.....  
COMPANY

.....  
DATE