

DOCZE

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

Request for
Quotation

CANLINE 07

ADDRESS: COHRESPE

JO ANN ADKINS

\*\*\*ADDRESS:CORRESPONDENCE:TO:ATTENTION:OF

304-558-8802

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

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**BWB ENTERPRISE** P.O. Box 184 Matewan, WV 25678

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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 \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

## **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 cases 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.

### **SIGNED BID TO:**

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



VENDOR

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REQ NUMBER

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HODZEK

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

# Request for REGINUMBER Quotation

CANLINE07

JO ANN ADKINS

ADDRESS:CORRESPONDENCE:TO:ATTENTION:OF 304-558-8802

TYPE NAME/ADDRESS HERE **BWB ENTERPRISE** P.O. Box 184

Matewan, WV 25678

DATE PRINTED TERMS OF SALE SHIP VIA

RFQ COPY

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

03/22/	2007	RMS OF SALE	SHIP VIA	F.O.B.	FREIGHTTERMS
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VENDOR

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

# Request for **Quotation**

CANLINE07

PAGE

JO ANN ADKINS
304-558-8802

RFQ COPY TYPE NAME/ADDRESS HERE

BWB ENTERPRISE P.O. Box 184 Matewan, WV 25678

DATE PRINTED TERMS OF SALE

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

03/22 BID OPENING DATE	/2007 ::	04/24/	Days 2007		Be	st Way	BID	OPEI	Destinatio	n Di	Prepaid Plus Inside
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WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
Vendor: Blub Enterprise	Spending Un	it:	
F	Requisition N	No.: <i>(F</i>	NLine 07
ADDENDUM ACKNOW	LEDGEMEN	<b>V</b> T	
I hereby acknowledge receipt of the following che the necessary revisions to my proposal, plans an	ecked adder d/or specific	ndum(s) cations,	) and have made etc.
Addendum No.'s:			
No. 1			
No. 2			
No. 3			
No. 4			
No. 5			
I understand that failure to confirm the rece rejection of bids.	eipt of the ac	ddendur	m(s) is cause for
	Loger	Jmu gnature	all
É	BWB EX	Jerry ompany	onise
	05-09- Da	- <u>07</u>	

Exhibit 10 Rev. 11/96

# 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 Resident Vendor Preference, if applicable.

	et determination of the Resident Vendor Preference, if applicable.
A.	Application is made for 2.5% 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
<u>X</u>	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.
В.	Application is made for 2.5% preference for the reason checked:
X	Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employ- ees 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
	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.
meet the	understands if the Secretary of Tax & Revenue determines that a Bidder receiving preference has failed to continue to e requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or e order issued; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that nalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.
and aut	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division horizes the Department of Tax & Revenue to disclose to the Director of Purchasing appropriate information verifying der has paid the required business taxes, provided that such information does not contain the amounts of taxes paid other information deemed by the Tax Commissioner to be confidential.
true an	benalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is d accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this ate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediate
Bidder:	BWB ENTERPRISE Signed: Foger Small  A5/09/07 Title: President
Date: _	05/09/07 Title: YresideNT

<sup>\*</sup>Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".

CANLINE07 - REGION I PRICING PAGES

# Vendor: BWB ENTERPRISE

Bidders are requested to type entries

Region I- Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Doddridge, Gilmer, Pleasants, Calhoun, Wirt, Wood and Tyler

			»\	endor should	Vendor should complete all requested information on thissheet	quested inform	nation on t	hissheet.			-		
Size	Description	Thickness	Size	Gross Wt	f Stock#	Mfg	Count Per Case	Net Wt	Est. Case Qty.	Cost Per Case		Total	Est. Time of Delivery (ETA)
				CBS				LBS					WORKING
Black Canliners											-		DAYS
15" X 9" X 23"	10 Gallons	.5 Mil	15 x 9 x 23	10.2	BLK2423.5	ALL	200	9.5				40,355.00	3-5 days
15" X 9" X 23"	10 Gallons	1.5 Mil	15 x 19 x 23	14.8	BLK24231.5	BAGS	200	13.8			\$ 8	12,360.00	3-5 days
20" X 13" X 40"	30-32 Gallons	1.5 Mil	20 x 13 x 40	13.4	BLK33401.5	OIB	100	13.2	┢		├	93,758.00	3-5 days
22" X 16" X 58"	52 Gallons	2.0 Mil	22 x 16 x 58	30.39	BLK38582	ВУ	100	29.39			3 8	234,309.00	3-5 days
23" X 17" X 48"	39-40 Gallons	1.5 Mil	23 x 17 x 48	20.2	BLK40481.5	BWB	100	19.2	Г	\$ 18.43	£3	14,744.00	3-5 days
23" X 17" X 48"	39-40 Gallons	2.0 Mil	23 x 17 x 48	26.6	BLK40482	ARE	90	25.6	Г	\$ 24.57	\$ 75	19,656.00	3-5 days
23" X 17" X 48"	39-40 Gallons	2.5 Mil	23 x 17 x 48	33.0	BLK40482.5	MFG BY	100	32.0	800		\$ 2	24,576.00	3-5 days
						NORTH							
Orange Canliners						AMER.							
						PLASTIC					#P		
33" X 10" X 39"	Dept of Highways	2.5 Mil	33 x 10 x 39	28.95	ORG43392.5		100	27.95	800	\$ 33.91	91	27,128.00	3-5 days
Light Green Canliners					:					111111111111111111111111111111111111111		•	
33" X 10" X 39"	Dept of Highways	2.5 Mil	33 x 10 x 39	28.95	LTG43392.5		100	27.95	800	\$ 33.91	91 8	27,128.00	3-5 days
											-		
Clear Canliners													
15" X 9" X 23"	10 Gallons	.5 Mil	15 x 9 x 23	10.2	CLR2423.5		200	9.2	3,500	\$ 11.53	53 \$	40,355.00	3-5 days
15" X 9" X 23"	10 Gallons	1.5 Mil	15×9×23	14.8	CLR24231.5		200	13.8	1,000			13,840.00	3-5 days
20" X 13" X 40"	30-32 Gallons	1.5 Mil	20 x 13 x 40	14.2	CLR31401.5		19	13.2	7,400			109,298.00	3-5 days
22" X 16" X 58"	52 Gallons	2.0 Mil	22 x 16 x 58	30.39	CLR38582.0		19	29.39	8,300	\$ 32.93		273,319.00	3-5 days
23" X 17" X 48"	39-40 Gallons	1.5 Mil	23 x 17 x 48	20.2	CLR40481.5		100	19.2	800	\$ 21.		17,208.00	3-5 days
23" X 17" X 48"	39-40 Gallons	2.0 Mil	23 x 17 x 48	26.6	CLR40482.0		9	25.6	88	\$ 28.67	-	22,936.00	3-5 days
23" X 17" X 48"	39-40 Gallons	2.5 Mil	23 x 17 x 48	33.0	CLR40482.5		100	32.0	800		34 &	28,672.00	3-5 days
	and the second s												
4" Minimum Length	5" Twitst Ties		5"		TT5		50,000		100	\$ 83.75	\$ 22	8,300.00	3-5 days
Black Canliners													
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Clear Canliners												The state of the s	
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15" X 9" X 23"	10 Gallons	1.5 Mil	15×9×23	14.8	CLR24231.5		200	13.8	20	13.84	84 8	618.00	3-5 days
	Bidders - enter	Bidders - enter charge for inside delivery - per order	ivery - per order										
		<u></u>	Inside Delivery Charge/Cost per order:	ge/Cost po	er order:	50.00 Inside Del Fee	ide Del F	ee-		\$ 50.00			

Contract Coordinator: Eddie Stogsdill

Telephon No: 304-426-4304

Toll Free Phone No: 888-593-5900

Fax No: 304-426-8239

E-Mail: eddie.stogsdill@bwbenterprise.com

Signature: Foger Smoll

Grand Total \$ 1,009,178.00

# Vendor: BWB ENTERPRISE

Bidders are requested to type entries

Region II- Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane and Jackson

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		and the second						Count	tit	Est.	100		*************	1
ltem	Size	Description	Thickness	Size	Gross Wt	Stock #	Mfg		Net Wt	Oty.	Case	<u>~</u>	Total	Delivery (ETA)
					LBS			⊢	LBS	-				WORKING
Black Canliners	iners													DAYS
	15" X 9" X 23"	10 Gallons	.5 Mil	15 x 9 x 23	10.2		ALL	200	9.2	-		-	33,530.00	2-3 days
	15" X 9" X 23"	10 Gallons	1.5 Mil	15 x 19 x 23	14.8		BAGS	200		-		_	10,270.00	2-3 days
	20" X 13" X 40"	30-32 Gallons	1.5 Mil	20 x 13 x 40	13.4	5	BID	100	-	┢			77,922.00	2-3 days
	22" X 16" X 58"	52 Gallons	2.0 Mil	22 x 16 x 58	30.39	BLK38582	ΒY	100	29.39	-	\$ 23.46	-	194,718.00	2-3 days
2	23" X 17" X 48"	39-40 Gallons	1.5 Mil	23 x 17 x 48	l		BWB	100	19.2	<del> </del>	\$ 15.31	69	12,248.00	2-3 days
Γ	23" X 17" X 48"	39-40 Gallons	2.0 Mil	23 x 17 x 48			ARE	99	25.6	┢		٠	16,366.00	2-3 days
	23" X 17" X 48"	39-40 Gallons	2.5 Mil	23 x 17 x 48	33.0	BLK40482.5	MFG BY	100	32.0	╅	\$ 25.53	e e	20,424.00	2-3 days
							NORTH			-				
Orange Canliners	nliners						AMER.							
							PLASTIC							
80	33" X 10" X 39"	Dept of Highways	2.5 Mil	33 x 10 x 39	28.95	ORG43392.5		100	27.95	800	\$ 28.18	69	22,544.00	2-3 days
Light Gree	Light Green Canliners													
o	33" X 10" X 39"	Dept of Highways	2.5 Mil	33 x 10 x 39	28.95	LTG43392.5		100	27.95	800	\$ 28.18	<i>в</i>	22,544.00	2-3 days
Clear Canliners	iners													
	15" X 9" X 23"	10 Gallons	.5 Mil	15 x 9 x 23	10.2	CLR2423.5		200	Н	Н		_	33,530.00	2-3 days
	15" X 9" X 23"	10 Gallons	1.5 Mil	15 x 9 x 23	14.8	CLR24231.5		200		1,000	\$ 11.50	\$	11,500.00	2-3 days
	20" X 13" X 40"	30-32 Gallons	1.5 Mil	20 x 13 x 40	14.2	CLR31401.5		100	$\dashv$	$\dashv$		_	90,872.00	2-3 days
- 1	22" X 16" X 58"	52 Gallons	2.0 Mil	22 x 16 x 58		CLR38582.0		100		-		—	22,717.00	2-3 days
- 1	23" X 17" X 48"	39-40 Gallons	1.5 Mil	23 x 17 x 48		CLR40481.5		100	19.2	800		-	14,296.00	2-3 days
	23" X 17" X 48"	39-40 Gallons	2.0 Mil	23 x 17 x 48	- 1	CLR40482.0		100	25.6				19,056.00	2-3 days
16	23" X 17" X 48"	39-40 Gallons	2.5 Mil	23 x 17 x 48		CLR40482.5		100	32.0		\$ 29.78	&	23,824.00	2-3 days
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Black Canliners	iners													
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16	15" X 9" X 23"	10 Gallons	1.5 Mil	15 x 9 x 23	14.8	BLK24231.5		200	13.8	20	\$ 10.27	φ.	513.50	2-3 days
Clear Canliners	inore								$\dagger$					
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17	15" X 9" X 23"	10 Gallons	1.5 Mil	15 x 9 x 23	14.8	CLR24231.5		200	13.8	20	\$ 11.50	8	575.00	2-3 days
		Bidders - enter ch	Bidders - enter charae for inside delivery - ner order	verv - ner order							No Inside			
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							***************************************		_	4				

Contract Coordinator: Eddie Stogsdill

Telephon No: 304-426-4304

Toll Free Phone No: 888-593-5900

Fax No: 304-426-8239

E-Mail: eddie.stogsdill@bwbenterprise.com

ignature: Toper Anall

634,439.50

Grand Total \$

# vendor: BWB ENTERPRISE

Bidders are requested to type entries

Region III Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire. Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor and Preston

		Est. Time of	WORKING WORKING	DAYS	3-5 days	3-5 days	3-5 days	3-5 days	3-5 days	3-5 days	3-5 days				3-5 days		3-5 days			3-5 days	3-5 days	3-5 days	3-5 days	3-5 days	3-5 days	3-5 days		3-5 days			3-5 days		3-5 days		
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					53 \$	├-	ļ	G	G	╌	├				\$		\$			-	ь	69	es.			34 \$		75 \$		11	\$ 8		34 \$		0
		Cost Per	Case		11.53		\$ 12.67				30.72				\$ 33.91		\$ 33.91							\$ 21.51		35.84		\$ 83.75			\$ 12.36		\$ 13.84		\$ 50.00
	Est.	Case	Sign		3,500	$\vdash$	7,400	╁	1	<u> </u>	Т				800		800		十	-	$\dashv$	7,400	-		7	800		100		П	20		20		
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, pervetey, seriersori, 1 Ven		i	Size		15 x 9 x 23	15 x 19 x 23	20 x 13 x 40	22 x 16 x 58	23 x 17 x 48	23 x 17 x 48	23 x 17 x 48				33 x 10 x 39		33 x 10 x 39		4 1,	15 x 9 x 23	15 x 9 x 23	20 x 13 x 40	22 x 16 x 58	23 x 17 x 48	23 x 17 x 48	23 x 17 x 48		5"			15 x 9 x 23		15×9×23	delivery - per order	Inside Delivery Charge/Cost per order:
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deton, mardy, Orann, manipon			Describrion		10 Gallons	10 Gallons	30-32 Gallons	52 Gallons	39-40 Gallons	39-40 Gallons	39-40 Gallons				Dept of Highways	THE PERSON NAMED IN COLUMN NAM	Dept of Highways	The second secon	: 0 07	10 Gallons	10 Gallons	30-32 Gallons	52 Gallons	39-40 Gallons	39-40 Gallons	39-40 Gallons		5" Twitst Ties			10 Gallons		10 Gallons	Bidders - enter charge for inside	
region in cewis, opsiru, randopri, rendetori, natuy, orani, natiipsiile, millera, mogan, berkeley, setelson, luckei, batbou, laytu alid Preston Vendor should complete ali requested i		į	9710	liners	9" X 23"				23" X 17" X 48"				anliners		39"	Light Green Canliners	33" X 10" X 39"	***	Clear Canliners				, ,	23" X 17" X 48"				4" Minimum Length	liners		15" X 9" X 23"	liners	15" X 9" X 23"		mery event in polyhytetetetetetetetetetetetetetetetetetet
in loss				Black Canliners	-	2	8		5		7		Orange Canliners		œ	Light Gree	6		Clear Can	2		12			- 1	9	Twist Tie	15	Black Canliners		92	Clear Canliners	17		

Contract Coordinator: Eddie Stogsdill

Telephon No: 304-426-4304

Toll Free Phone No: 888-593-5900

Fax No: 304-426-8239

E-Mail: eddie.stogsdill@bwbenterprise.com

Grand Total \$ 1,009,178.00

# Vendor: BWB ENTERPRISE

Bidders are requested to type entries

Region IV Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster and Monroe

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	Est. Time of	WORKING	DAYS	3-5 days	3-5 days	3-5 days	3-5 days	3-5 days	3-5 d	3-5 days				3-5 days		3-5 days		3-5 days	3-5 days	3-5 days	3-5 days	3-5 days	3-5 da	3-5 days		3-5 days		3-5 days			3-5 days			
	Total	- Cold		40,355.00	12,360.00	93,758.00	234,309.00	14,744.00	19,656.00	24,576.00				27,128.00		27,128.00		40,355.00	13,840.00	109,298.00	273,319.00	17,208.00	22,936.00	28,672.00		8,300.00		618.00			618 00			
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Vendor should complete all requested information on thissheet.	# 20 20 20 20 20 20 20 20 20 20 20 20 20			BLK2423.5 /		BLK33401.5   E		BLK40481.5 E	Γ	5	_	1		ORG43392.5		LTG43392.5		CLR2423.5	CLR24231.5	CLR31401.5	CLR38582.0	CLR40481.5	CLR40482.0	CLR40482.5		TT5		BLK24231.5			CI R24231 5			
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	Thickness			.5 Mil		1.5 Mil		1.5 Mil						2.5 Mil		2.5 Mil		.5 Mil	1.5 Mil	1.5 Mil	2.0 Mil	1.5 Mil		2.5 Mil				1.5 Mil			1.5 Mil			Insi
	Description			10 Gallons	10 Gallons	30-32 Gallons	52 Gallons	39-40 Gallons	39-40 Gallons	39-40 Gallons				Dept of Highways	***************************************	Dept of Highways		10 Gallons	10 Gallons	30-32 Gallons	52 Gallons	39-40 Gallons	39-40 Gallons	39-40 Gallons		5" Twitst Ties		10 Gallons			10 Gallons	A STATE OF THE PARTY OF THE PAR	Bidders - enter charge for inside	
	Size		iners		15" X 9" X 23"					23" X 17" X 48"	The second secon	ınliners		39"	ight Green Canliners	33" X 10" X 39"		15" X 9" X 23"						23" X 17" X 48"		4" Minimum Length	liners	15" X 9" X 23"		iners	15" X 9" X 23"			
	E		Black Canliners	-		3		5	9	7		Orange Canliners		80	Light Gree	6	Clear Canliners	10	11		13	14		16	Twist Tie		Black Canliners	16		Clear Canliners	14	Γ		

Contract Coordinator. Eddie Stogsdill

Telephon No: 304-426-4304

Toll Free Phone No: 888-593-5900

Fax No: 304-426-8239

E-Mail: eddie.stogsdill@bwbenterprise.com

Grand Total \$ 1,009,178.00

# Certification

CANLINE07

By submitting a signed bid for CANLINE07 – (can liners) – vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

	BWB ENTERPRISE	
Vendor (T	ype Name of Company)	
. •		
•		
	P.O. BOX 184 MATEWAN, WV	25678
Address		
•	ROGER SMALL	PRESIDENT
Name (Ty	/pe Name)	Title
Signature	ger Small	<u>05-10-07</u> Date

Note: No contract shall be awarded prior to receipt of this certification.



# AFFIDAVIT

## West Virginia Code §5A-3-10a states:

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 owned is an amount greater than one thousand dollars in the aggregate

### **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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

## **EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

## 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name:

BUB ENTEROR'S C

Authorized Signature:

Date: 5-10-01

No Debt Affidavit (Revised 10/13/06)



# TM NORTH AMERICAN PLASTIC & CHEMICAL COMPANY 1365 E. 219<sup>th</sup> Street

1365 E. 219<sup>th</sup> Street Euclid, Oh 44117 Phone 216-531-3400 Fax 216-531-3401 Web www.NoramcoBag.com

May 11, 2007

To Whom It May Concern:

Please be assured that Noramco / North American Plastics can liners meet all standards as set by the state of West Virginia quotation. Should more information be needed on this matter please feel free to contact me.

Sincerely

Tom Nichols
Sales / Customer Service
North American Plastics, Inc / Noramco, Inc.





PHONE: (304) 426-4304

FAX: (304) 426-8239

P.O. BOX 184 WV ROUTE 49 MATEWAN, WV 25678

May 11, 2007

State of West Virginia
Department of Administration
Purchasing Division
Ms. Jo Ann Adkins
P.O. Box 50130
Charleston, WV 25305-0130

Ms. Adkins

Please find enclosed BWB Enterprise's can liner bid to the State of West Virginia on RFQ CANLINE07. I appreciate the opportunity to present this bid for your consideration. I also appreciate your willingness to listen to the concerns of vendors and to implement changes, such as regional bid areas and price adjustments. Both of these changes will, in my opinion benefit our great state. I know it has given us a different approach to this particular bid.

I have bid and will ship "True" gauge and size as requested in the bid documents. As a pound of feathers still weighs a pound, all bid weights should be the same on like items. How do you keep everyone honest? I certainly do not have the answer. We have fought every type of "cheat" you could think of in the can liner business and if the customer is not willing to spot check box weights throughout the contract period they will never know. For example if someone begins to ship 10% gauge tolerance in the middle of the contract, it would be almost impossible to tell the difference in .15 mil (10% of 1.5 mil)

without a good set of scales. As the margins to government agencies are usually less than 10% it is easy to see how the can liner business could be manipulated in an unscrupulous manner. We have actually experienced this scenario as well as many others.

While liners are not manufactured to critical part tolerances each case of like size and thickness from any supplier should be within a couple of tenths of a pound. If you like I can furnish you with the industry formula to calculate can liner weights. Please let me know if it would be helpful.

To show our determination to supply West Virginia with liners as spec'd on our bid, I am offering the following. If a successful bidder BWB Enterprise will work with your office throughout the contract period to randomly choose, weigh and signature verify products that we sold and previously shipped.

Again Thanks for your consideration of our bid.

Roger Small

President