# **CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of myknowledge, the bidder has properly registered with any State agency that may require registration.

PIEDMONT PLASTICS
(Company)
Conuce
(Authorized Signature)
CJASON RICE
BRANCH MANAGOR COLUMBUS
(Representative Name, Title)
614-985-0745 614-985-0757 (Phone Number) (Fax Number)
04/01/2014 (Date)

. #1

04/03/14 10:14:48AM West Virginia Purchasing Division

# Pricing Page DNR214091 - Engravable Polymer Sign Board

Description	*Estimated Annual Usage Per sheet	**Minimum Order Quantity	Cost Per Sheet Price	Extended Price	
4'x8'x 3/4" Brown/Yellow/Brown	200	50	\$304.00	\$60,800.00	
4'x8'x 3/4" Green/White/Green	20	10	\$340.00	\$6,800.00	
4'x8'x 3/4" Brown/White/Brown	5	2	\$382.00	\$1,910.00	
4'x8'x 3/4" Black/White/Black	5	2	\$382.00	\$1,910.00	
4'x8'x 1/2" Red/White/Red	10	5	\$243.00	\$2,430.00	
4'x8'x 1/2" Black/White/Black	10	5	\$243.00	\$2,430.00	
4'x8'x 1/2" Blue/White/Blue	10	5	\$243.00	\$2,430.00	
4'x8'x 1/4" Red/White/Red	6	3	\$142.00	\$852.00	
4'x8'x 1/4"Black/White/Black	6	3	\$142.00	\$852.00	
4'x8'x 1/2" Blue/White/Blue	6	3	\$255.00	\$1,530.00	
	Total	\$81,944.00			

Material quoted is King Color Core

<sup>\*</sup> Quantities are estimated annual usage for bidding purposes and bidders information.

<sup>\*\*</sup> Vendor is to use the number provided as the minimum order when calculating

<sup>&</sup>quot;per sheet" price. Shipping fees must be included in the price per sheet.

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4'x8'x 1/4" Red/White/Red	6	3	\$142.00	\$852.00
4'x8'x 1/4"Black/White/Black	6	3	\$142.00	\$852.00
4'x8'x 1/4" Blue/White/Blue	6	3	\$142.00	\$852.00
***Note change to last Item to 1/4" thick	Total	\$81,266.00		

Material quoted is King Color Core

<sup>\*</sup> Quantities are estimated annual usage for bidding purposes and bidders information.

<sup>\*\*</sup> Vendor is to use the number provided as the minimum order when calculating

<sup>&</sup>quot;per sheet" price. Shipping fees must be included in the price per sheet.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DNR214091

**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.

Adde	<u>nau</u>	m	Numbers Received:			
			ox next to each addendum re-	ceive	d)	
	[ >	/]	Addendum No. 1	]	]	Addendum No. 6
	[	]	Addendum No. 2	[	]	Addendum No. 7
	[	]	Addendum No. 3	]	]	Addendum No. 8
	]	]	Addendum No. 4	]	]	Addendum No. 9

[ ] Addendum No. 5 [ ] 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.

PIEDMONT PLASTICS

Company

Authorized Signature

4/2/2014

Date

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

Revised 6/8/2012

RFQ No. DNR214091	
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# 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 exceed 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: PIEDMONT PLASTICS Authorized Signature: Date: 4/2/2014 State of OHIO County of FRANKLIN, to-wit: Taken, subscribed, and sworn to before me this day of Apail, 20/4. My Commission expires Apail / 3, 20/6. NOTARY PUBLIC Purchasing Affidavit (Revised 07/01/2012) MY COMMISSION EXPIRES 04-13-2016

- 7.3 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.
- 7.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: CJASON RICE
Telephone Number: G14 - 985 - 67745
Fax Number: G14 - 985 - 6754
Email Address: 1 CICE @ Piedmont plastics. Com



460-A Schrock Road Columbus, OH 43229 Phone: (614) 985-0745 Fax: (614) 985-0754 Toll Free: (888) 809-7898 Email: jrice@piedmontplastics.com

JASON RICE BRANCH MANAGER

WWW.PIEDMONTPLASTICS.COM

## **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Natural Resources to establish an open-end contract for Engravable Polymer Signboard.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - **2.1** "Contract Item" or "Contract Items" means Engravable Polymer Signboard as identified in Section III, Subsection 1 below.
  - **2.2** "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as DNR214091.

# 3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
  - 3.1.1 4'x 8' sheets of Engravable Polymer Signboard of various thicknesses and colors
    - 3.1.1.1 Material must be the desired thickness indicated on the bid form. Materials outer skin thickness is not to exceed .080 inches with no core color bleed through.
    - 3.1.1.2 Must be compatible with King Plastics Colorcore product. Vendors bidding alternate materials must submit a sample to show color and surface finish. The agency reserves the right to request these samples. Vendors must submit any requested samples/ literature within 48 hours of request. Failure to respond in this time frame may result in bid disqualification.
    - **3.1.1.3** Must be free of scratches and handling damage.

### 4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages: Vendor should complete the Pricing Pages by including the price per sheet (shipping fees to be included), extended cost using the estimated annual usage number supplied, and total cost. Do not make changes to the bid form. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

### 5. ORDERING AND PAYMENT:

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

### 6. DELIVERY AND RETURN:

- **6.1 Delivery Time:** Vendor shall deliver standard orders within 45 working days after orders are received. Vendor shall deliver emergency orders within 30 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 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.

- 6.3 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.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 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.

### 7. MISCELLANEOUS:

- **7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.