



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

State of West Virginia
 Centralized Request for Quote
 Miscellaneous

RECEIVED
 3/23/21 12:06:07
 WV PURCHASING DIVISION

Proc Folder: 839205			Reason for Modification:
Doc Description: Adopt-A-Highway Orange Can Liners - Statewide			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-04-06	2021-04-27 13:30	CRFQ 0803 DOT2100000131	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: Bid # CRFQ 0803 DOT2100000131 Adopt-A-Highway Orange Can Liners

Vendor Name : Interboro Packaging Corp.

Address : 114 Bracken Rd.

Street :

City : Montgomery

State : NY **Country :** USA **Zip :** 12549

Principal Contact : Abraham Jeremias

Vendor Contact Phone: 845-782-6800 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X 

FEIN# 11-2633541 **DATE 4/20/2021**

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

	Document Phase	Document Description	Page 3
DOT2100000131	Final	Adopt-A-Highway Orange Can Liners - Statewide	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Interboro Packaging

Authorized Signature:  Date: April 20, 2021

State of New York

County of Orange, to-wit:

Taken, subscribed, and sworn to before me this 20th day of April, 2021.

My Commission expires June 06, 2024 2024

AFFIX SEAL HERE



NOTARY PUBLIC 

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Interboro Packaging Address: 114 Bracken Rd.
Montgomery, NY 12549

Name of Authorized Agent: Blimie Itzkowitz Address: Same as above

Contract Number: CRFQ 0803 Contract Description: Adopt-A-Highway Can Liners

Governmental agency awarding contract: State of West Virginia

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: April 20, 2021

Notary Verification

State of New York, County of Orange:

I, Blimie Itzkowitz, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 20th day of April


Notary Public' 

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

**Adopt-A-Highway Orange Can Liners
ATTACHMENT A PRICING PAGES (ATT A)**

VENDOR INSTRUCTIONS:

Vendor shall provide a Unit Price Per Case price for the Contract Item below, for the quantity listed below. Bid price shall include delivery charges FOB to WVDOT Storeroom Locations identified on Attachment C, as identified on each Delivery Order. The estimated quantities are based on prior contract use and are for approximation purposes only. 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. There is no guarantee of purchase of any item on this Pricing Page.

Contract Item#	Estimated Quantity	Item Description	Unit Price Per Case of 200 Bags	Total Cost
A	225 Cases	*Orange Can Liners, sized 23" x 10" x 39" With the opening on the 23" side. 2.0 Mil gauge polyethylene plastic, Linear Low Density.	\$42.82	\$9,634.50

* Contract Item shall meet or exceed all specified requirements identified in Section 3.2.1 of the corresponding Contract Specifications.

INT-231039-Super XXH, As per sample # 1, Mfr: Capital/IBS/Glopak. Price quoted is per 200

**Adopt-A-Highway Orange Can Liners
ATTACHMENT C STOREROOM LISTING (ATT C)**

VENDOR NOTE: Can Liners are shipped, prepaid as part of the bid price, FOB. delivery to any WVDOH District Storeroom, as listed below, and identified on the Delivery Order at the time of need.

WVDOH District	DISTRICT SHIPPING LOCATION	CONTACT NAME	PHONE NUMBER
1	1340 Smith Street Charleston WV 25301	Kathy Rushworth Kathleen.A.Rushworth@wv.gov	304-205-8024
2	801 Madison Avenue Huntington, WV 25704	Matt Davidson Matthew.C.Davidson@wv.gov	304-399-0106
3	624 Depot Street Parkersburg, WV 26104	Ramona Snyder Ramona.L.Snyder@wv.gov	304-865-0069
4	2460 Murphy's Run Road Bridgeport, WV 26330	Tracy Jackson Tracy.C.Jackson@wv.gov	304-326-0088
5	2120 Nothwestern Turnpike Burlington, WV 26710	Kelly L. McWhorter Kelly.L.McWhorter@wv.gov	681-320-2001
6	1 DOT Drive, Building 3 Moundsville, WV 26041	Brenda Beckett Brenda.L.Beckett@wv.gov	304-221-2005
7	1205 US Highway 19, South Weston, WV 26452	Ramie Bennett Raymond.N.Bennett@wv.gov	304-517-1074
8	101 Kerens Avenue Elkins, WV 26241	Sandy Swisher Sandra.M.Swisher@wv.gov	304-630-0033
9	331 Brush Road Lewisburg, WV 24901	Alice Irvine Alice.R.Irvine@wv.gov	304-645-8088
10	270 Hardwood Lane Princeton, WV 24740	Claude "JR" Smith Claude.D.Smith@wv.gov	304-716-3082

Describe the offeror's inventory in terms of volume, quality, brands, and variety of items.

Inventory. Interboro's inventory in terms of volume in weight, (as the polyethylene industry is guided by weight) amounts to over 5,000,000 pounds of plastics bags. Interboro's inventory in terms of volume in cases; amounts to over 260,000 cases of plastics bags.

Quality. Interboro's can liners and polyethylene bags are manufactured from the highest quality virgin super-hexene resins, and will easily outperform heavier gauge liners made from non-virgin non-hexene based materials. It has been produced, with state-of-the-art upgrades in technology, and is famous for its superior quality and reliability.

Interboro's can liners and polyethylene bags are designed for a wide variety of applications, and are backed by our unconditional promise of performance and highly trained professional customer service.

- Top quality resins
- Maximum film strength
- Puncture and tear resistant
- Virtually leak-proof Star seal
- Wide range of strengths and sizes
- Packed for easy stacking and storage

Brands. Interboro carries a variety of bags from highly respectable manufacturers, which provide superior quality liners. Interboro is one of the biggest distributors from these manufacturers, as Interboro possesses a huge purchasing power by ordering in multiple truckload quantities from the biggest manufacturers.

Variety of items. Interboro provides can liners, plastic bags, custodial supplies, janitorial supplies, maintenance supplies, food bags, stretch film, polyethylene gloves, latex gloves, vinyl gloves, Nitrile gloves and medical supplies for governmental and municipal agencies throughout forty-eight (48) states.

Offeror's general approach to providing services.

Interboro is known for fast, on-time delivery throughout the government-contract bidding community. Interboro ships throughout the Country for states, cities, counties, colleges, universities, school districts, governmental agencies, as well as to businesses, large and small. Interboro carries a large inventory of disposable paper and plastic products and can ship most orders within 7-10 days.

Interboro has knowledge of latest technology as it gets the latest information directly from the biggest manufacturers, as Interboro is one of the larger distributors of liners in the country. Interboro's experience is over Thirty-Five in the polyethylene industry. Interboro's specialty is providing the highest grade of material, quality; conform to customer's delivery requirement at the most competitive price.

Interboro represents only proven manufacturers who provide superior quality, latest technology resin, competitive pricing, and who share our commitment to innovative techniques and expedited service.

Interboro's customer support team will provide the end user with superior customer service. Similarly, Interboro's shipping department will provide its superior shipping capabilities and meet the delivery requirements.

Location and description of the warehouse that would be used to service the contract.

Interboro services its costumers from its warehouse located at 114 Bracken Road, Montgomery, NY 12549-2600.

Interboro's facility contains more than eighty thousand square feet (80,000 sq. ft.) of modern high ceilings, forty-five feet high (45') warehouse space, five thousand square feet (5,000 sq. ft.) of modern office space, 14 loading docks, and all other necessary shipping equipment, as State-of-the-art high-low equipment to load/unload trucks. Interboro ships all its orders on shrunked-wrapped pallets to preserve the quality of the shipment. Interboro stocks in its huge facility, over five million pounds of can liners as our normal inventory, perfectly suited for the storage and distribution of the end user's needs.

Interboro believes that it can service the requirements of the end user from Interboro's present facility. Interboro ships through common carrier, usually within 7-10 days ARO. Interboro would keep in stock all of the end user's annual requirements at the inception of the contract, in order to facilitate immediate deliveries.

Describe the proposed delivery plan, including delivery charges, lead times, and proposed delivery times.

Interboro believes that it can service the requirements of the end user from Interboro's present facility. Interboro ships through common carrier, usually within 7-10 days after receipt of order ("ARO. Interboro would keep in stock all of the end user's annual requirements at the inception of the contract, in order to facilitate immediate deliveries.

Interboro has the capability and capacity to deliver to any location inside or outside, (however prefers to deliver to a loading dock) monthly, weekly, and/or on an as-needed basis. Interboro would do everything necessary to meet the needs and requirements of the end user. Interboro's prices include delivery charges. Interboro lead times are what the end user would request. Interboro has the capability to ship via overnight couriers, for emergency shipments. On those occasions, Interboro could ship an order called in before 4:00 P.M. for next morning 7:30 A.M. delivery. However, the overnight charges are not included in the price and would be added on to the invoice pursuant to the actual cost of an overnight carrier.

Extreme emergency orders could be shipped if an order is called in before 4:45 P.M. for next morning 10:30 A.M. delivery. Extreme emergency orders would be defined by the end user and the expedited delivery charges would increase pursuant to the overnight courier's rates for early morning delivery.

Description of the offeror's invoicing procedure including samples copies of sales tickets, deliver tickets, invoices and other related documentation.

Interboro's procedure for invoicing is very simple, the date the order is shipped the invoice is created and mailed. Upon request, invoices could be faxed. Similarly, the delivery tickets – i.e. bill of ladings ("BOL") – are provided to the common carrier, which thereafter provides the BOL to the end user receiving department upon tendering the shipment at the end user's dock. At that point, the end user would receive an extra copy for its records. Similarly, Interboro provides a copy of the BOL on each pallet, under the stretch wrap, for easy recognition and ease of warehousing.

Interboro also accepts all major credit cards as a method of payment. On Interboro's invoices, the purchase order number, delivery destination, product and quantity ordered are clearly defined for ease of processing.

Describe the return policy procedures detailing vendor notification, method of return, restocking fees, etc. Explain how credits will be handled.

Interboro return policy and procedure is very simple. As in this case, Interboro often responds to a Request for Bid or Invitation for Bid by providing samples to the entity conducting the bid process or the end user, for evaluation, testing and approval. Those samples, once approved, establish the product that is being supplied for the various departments ordering through the awarded bid. Those

samples are the benchmark for all tests and future inspections of the liners provided.

Should Interboro deliver any order not meeting the aforementioned benchmark, the end user would notify Interboro of a defect of the delivered order. Interboro would immediately arrange to cover the delivered product by shipping a replacement order from its warehouse facility and pick-up the defective order. There would be an even exchange, whatever amount of cases the end user has in its possession as defective would be exchanged with conforming goods. There would be no charges initiated for the exchange.

However, should the returned goods turn out to be in perfect condition, with no defect and in conformance with the samples Interboro submitted with the bid, as noted that the samples become the benchmark and establishes the product that is being supplied for the various departments, then Interboro would charge The end user for all shipping charges that is associated with the return, the original shipping charge and its return. However, there would be no restocking fees. The same procedure would apply for returning goods ordered by any department, which would contemplate returning an order placed for the wrong item or for any other reason other than a defect in the goods delivered.

Interboro stands behind its product and is accordingly responsible for its performance, and will replace all defected merchandise, and will resolve these and any related problems to the satisfaction of the end user.

In order to prevent defects during shipping Interboro is diligent to secure, properly package for shipment with common carriers. All products are packaged in new shipping containers.

List the qualifications and experience of the offeror in providing the services described herein.

- Founded in 1982 (36 years in business)
- Privately owned
- Certified Minority owned
- Small business enterprise
- Highly trained employees
- Super efficient warehouse – Shipping & Receiving (87,000 sq. ft. 45' Ceiling)
- Huge inventory capacity (over 5,000,000 pounds of plastics)
- Represents all major high-quality plastic manufacturers
- State-of-the-art computer equipment (updated annually – software & hardware)
- Interboro is engaged in the sale and distribution of plastic liners (bags) and related products. Interboro is not a manufacturer of such liners. Instead, Interboro's specialty is bidding for and

obtaining contracts to supply such liners to states and municipal governments across the United States via competitive bidding. Interboro sells the liners from its large inventory or orders them from the various manufacturers of plastic bags in the United States. Interboro is one of the larger distributors of liners in the country and has great experience with the bidding process as well as the sale and distribution of its products.

- Interboro provides can liners, plastic bags, custodial supplies, janitorial supplies, maintenance supplies, food bags, stretch film, polyethylene gloves, latex gloves, vinyl gloves, nitrile gloves and medical supplies for governmental and municipal agencies throughout forty-eight (48) states.
- Customer service, sales personnel, and warehouse distribution staff dedicated to customer requirements, before, during, and after each order.
- State-of-the-art resin and poly technology - quality and performance - implemented and upgraded as technology becomes available.
- Interboro has over \$3,000,000.00 worth of existing contracts – supplying States, Cities, Counties, School Districts, Colleges, Universities and local municipalities. Interboro provides the States, Cities, and Counties for their various departments, as Parks & Wildlife Departments, Prison System, Detention Centers, Correctional Facilities, Support Facilities, Hospitals, Nursing Homes, EMS, Police & Fire Departments, Transportation Department, Highway Department, Senior Citizen Centers, Health Care Facilities, Transit Authorities, and Airport Authority.

Provide names, qualification and experience of the personnel to be assigned to The The end user.

Name

Title

Abraham Jeremias	Vice President Founder of Company
Pinches Glauber	Manager of Shipping & Receiving ¹
Chanie Holtzer	Secretary and Office Manager
Toby Friedman	Customer Service Supervisor ²
Mayer Jeremias	Order Processing ³
Chaim Bittman	Accounts Receivable Manager ⁴

In addition, Interboro has a staff of fifteen (15) employees for handling customer services issues, processing orders, coordinating deliveries, processing emergency orders for overnight deliveries and customer relations.

¹ Pinches has experience in the field of shipping in receiving for twenty (20) years. In 1996, Pinches became General Manager for the entire operation of Interboro. Further, Mayer, as GM has established a very close relationship with all common carriers servicing Interboro and through his direct contacts with all major carriers, Mayer would secure that all orders are shipped and delivered to the end user pursuant to the end user's requirements.

² Toby will help the end user with all of your concerns and ensure you are fully satisfied with our service. Toby has three years in the current position and skillfully manages to please all contacts.

³ Mayer would handle order entry for the end user and in charge of keeping records efficiently to better serve the end user. Mayer has more than three years experience in the field.

⁴ Chaim is in charge to processes invoices and billing Interboro customers in a timely fashion for payment.

Contract References

The School District of Philadelphia
440 N. Broad Street Suite 331
Philadelphia, Pennsylvania 19130
Contact: Devon Sundberg
Phone: (215) 400-6863
Email: dsundberg@philasd.org

Weber School District
5320 Adams Avenue Parkway
Ogden, Utah 84405
Contact: Jamie Henrie
Phone (801) 476-7905
Email: jahenrie@wsd.net

Fort Worth Park & Recreation Dept.
4200 S. Freeway Suite 2200
Fort Worth, Texas 76115
Contact: Walter Newman
Phone: (817) 392-5741
Walter.Newman@fortworthtexas.gov

Austin ISD Nutrition & Food Services
3701 Woodbury Drive
Austin, Texas 78704
Contact: Misty Olsson
Phone: (512) 414-0225
Email: misty.olsson@austinisd.org

Dallas County Facilities Department
113 W. Commerce Street
Dallas, Texas 75207
Contact: Cyndi Armendariz
Phone: (214) 653-2965
cynthia.armendariz@dallascounty.org

Passaic County
495 River Street
Paterson, New Jersey 07524
Contact: Miguel Diaz
Phone: (973) 247-3316
Email MiguelD@passaiccountynj.org

Darlington County School District
120 East Smith Avenue
Darlington, South Carolina 29532
Contact: Nan Johnson
Phone: 843-398-2272
E: Nannette.Johnson@darlington.k12.sc.us

School District of Lee County
2855 Colonial Boulevard
Fort Myers, Florida 33966
Contact: Rebecca Rash
Phone: (239) 479-4291
Email: RebeccaDR@LeeSchools.Net

Columbus Consolidated Govt.
1011 Cusseta Road
Columbus, GA 31901
Contact: Shalonnica Arrington
Phone: (706) 225-4940
Email: SArrington@columbusga.org

Houston Independent School District
6801 Bennington
Houston, Texas 77028
Contact: Rhonda Carroll-Johnson
Phone: 713-556-6543
Email: RCARROL1@HOUSTONISD.ORG

Orange County Public Schools
445 W. Amelia Street
Orlando, Florida 32801
Contact: Jessica Graham & Sue Allen
Phone: (407) 317-3988
Email: Jessica.Graham@ocps.net

Peoria Public School District 150
3202 North Wisconsin Avenue
Peoria, Illinois 60603
Contact: Naomi Armstrong
Phone: (309) 685-0935 #21236
Email: naomi.armstrong@psd150.org

Broward County School Board
3800 NW 10 Avenue
Fort Lauderdale, Florida 33309
Contact: Silvia Valvezan
Phone: (754) 321-4616
Email silvia.valvezan@browardschools.com

Eagle Pass Independent SD
1420 Eidson Road
Eagle Pass, Texas 78852
Contact: Linda Yzquierdo
Phone: (830) 773-5181 #1062
Email: lyzquierdo@eaglepassisd.net

Commonwealth of Pennsylvania DGS
555 Walnut Street, 6th Floor
Harrisburg, Pennsylvania 17120
Contact: Wanda Bowers
Phone: 717-346-3840
Email: wbowers@pa.gov

Tacoma Public Schools
3321 S. Union Ave
Tacoma Washington 98409
Contact Person – Shelby Heyward
Phone: (253) 571.3383
Email: sheywar@tacoma.k12.wa.us

City of Boston
One City Hall Square, Room 808
Boston Massachusetts 02201
Contact: Brian Heger
Phone: (617) 635-2201
Email: brian.heger@boston.gov

Los Angeles Unified School District
333 South Beaudry Avenue
Los Angeles, California 90017
Contact: Eliana Serrano
Phone: (562) 654-9306
Email: eliana.serrano@lausd.net

Marion County School Board
506 southeast 3rd Avenue
Ocala, Florida 34471
Contact: Amelia Bray
Phone: (352) 671-7506
Email: Amelia.bray@marion.k12.fl.us

Escambia County School District
51 E Texar
Pensacola, FL 32503
Contact: Michelle Simmons
Phone: (850) 469-5439
Email: MSimmons@escambia.k12.fl.us

City of Indianapolis / Marion County
40 South Alabama Street
Indianapolis, IN 46204
Contact: Glema Cash
Phone: (317) 327-1587
Email: Glema.Cash@indy.gov



May 7, 2014

File ID: 46266

Mrs. Edith Jeremias
Interboro Packaging Corporation
114 Bracken Road
Montgomery, NY 12549

Dear Mrs. Edith Jeremias:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has determined that your firm, Interboro Packaging Corporation, continues to meet eligibility requirements for re-certification, pursuant to Executive Law, Article 15-A and 5NYCRR Section 140 through 145 of the Regulations.

Therefore, we are pleased to inform you that your firm, has once again, been granted status as a **Women Business Enterprise (WBE)**. Your business will continue to be listed in the State's Directory of Certified Businesses with codes listed on the following page.

This Certification remains in effect for a period of generally three (3) years from the date of this letter or until such time as you are selected again, by this office for re-certification. Any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to company name, business address, telephone numbers, principal products/services and bonding capacity.

The Certification status is not intended to imply that New York State guarantees your company's capability to perform on contracts, nor does it imply that your company is guaranteed any State business.

Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Scott Munson", written over a horizontal line.

Scott Munson
Director of Certification



Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA
Contract Compliance Administrator

Suite 1168
130 Peachtree Street, S.W.
Atlanta, GA 30303
www.fultoncountyga.gov

Main: (404) 612-6300

September 17, 2020

Mrs. Edith Jeremias
Interboro Packaging Corp.
114 Bracken Road
Montgomery, NY 12549-2600

Dear Mrs. Jeremias:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Sincerely,

Mario Avery
Contract Compliance Administrator



South Central Texas Regional Certification Agency

"Increasing economic prosperity by creating opportunities and eliminating barriers"

www.sctrca.org

March 18, 2019

Edith Jeremias
Interboro Packaging Corp.
114 Bracken Road
Montgomery, NY 12549-2600

Dear Edith Jeremias:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

***ESBE SBE WBE**

Certification Number: **219039500**

Certification Expiration: **March 31, 2021**

Providing the following products or services:

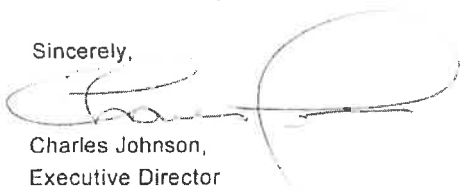
NAICS 423450: MEDICAL, DENTAL, AND HOSPITAL EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS

NAICS 423850: SERVICE ESTABLISHMENT EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. Your expiration date is **March 31, 2021**.

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,



Charles Johnson,
Executive Director

April 20, 2021

State of West Virginia
2019 Washington Street East
Charleston, WV 25305

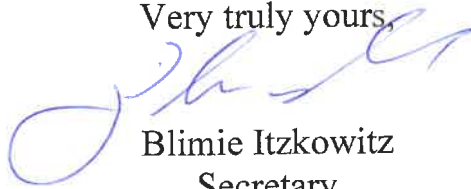
Bid # CRFQ 0803 DOT2100000131 Adopt-A-Highway Orange Can Liners

To Whom It May Concern:

This is to certify that the items offered by Interboro Packaging Corporation, for The State of West Virginia has a lifetime warranty. Interboro replaces all defective merchandise within the shortest period of time possible.

If I can be of any further assistance to you, please do not hesitate to contact me.

Very truly yours,



Blimie Itzkowitz
Secretary

Interboro Packaging Corporation

Nationwide Service

*114 Bracken Road
Montgomery, New York 12549-2600
(845) 782-6800
Fax (845) 781-2450*

State of West Virginia
2019 Washington Street East
Charleston, WV 25305

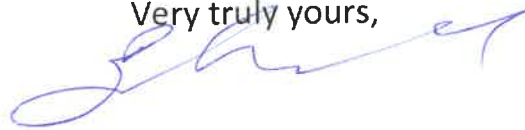
Bid # CRFQ 0803 DOT2100000131 Adopt-A-Highway Orange Can Liners

“EQUIVELENCY FORM”

This is to certify that the items offered by Interboro Packaging Corporation, for the State of West Virginia is in full conformance with the bid specifications and requirements of the above referenced bid. Interboro reviewed each and every condition listed, as well as the individual item specs, and is in compliance with all of the bid and item requirements. Interboro's Items meets or exceeds the required specifications

If you have any question please do not hesitate to contact me.

Very truly yours,



Blimie Itzkowitz
Secretary



Capital Plastics Int'l, Inc.

1601 Gillingham lane suite # 150

Sugar land, Texas 77478.

PHONE (713) 643-0888 / (281) 325 0082

FAX (713) 643-3888 / 643-4888

“Manufacturer’s Specifications”

Bid # CRFQ 0803 DOT2100000131 Adopt-A-Highway Orange

Can Liners

Item Number	Product Name	Color	Gauge	Width (Inch)	Gusset (Inch)	Length (Inch)	Bags Per Case
1	INT-231039-Super XXH	Orange	2 Mil Nominal	23	10	39	200

April 20, 2021

State of West Virginia
2019 Washington Street East
Charleston, WV 25305

Bid # CRFQ 0803 DOT2100000131 Adopt-A-Highway Orange Can Liners

To Whom This May Concern:

We are enclosing samples, which are being submitted in compliance with the above-referenced bid.

Please Note! The samples are in accordance with the specified strength. However, since these are the only bags that we have in stock at the present time, the size of some bags may differ with a couple of inches. Also, the color of some bags may be different.

Upon approval of our bid we shall manufacture the bags exactly according to the specified size/color. The purpose of the samples is to test the strength of the bag and the material we are offering. These samples do serve this purpose.

All shipments made consistent with the enclosed samples will be deemed in full conformance with bid specifications. We are relying upon approval of these samples for compliance of its bid and will ship only such bags, in the specified size/color. Acceptance of our bid shall conclusively constitute approval of the enclosed samples as conformity with bid specifications.

Sincerely,



Blimie Itzkowitz
Secretary

April 20, 2021

State of West Virginia
2019 Washington Street East
Charleston, WV 25305

Bid # CRFQ 0803 DOT2100000131 Adopt-A-Highway Orange Can Liners

To Whom This May Concern:

We are formally requesting that you forward to us the bid tabulation for the bid referenced above, which opened on April 27, 2021. We would like to obtain from your department the following information.

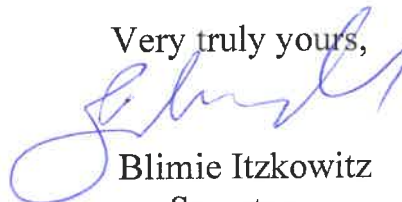
The contract award price for each individual item in the bid.

The name of the contractor that was awarded each item.

I hereby request these records to be made available under the provision of the Freedom of Information Act.

A prompt reply would be appreciated.

Very truly yours,



Blimie Itzkowitz
Secretary

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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 02/10/2021

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: April 15, 2021 by 10:00am

Submit Questions to: John W. Estep
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: john.w.estep@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
Attn John Estep

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:	—	Adopt-a-Highway Orange Can Liners
BUYER:		John Estep
SOLICITATION NO.:	—	CRFQ 0803 DOT2100000131
BID OPENING DATE:		April 27, 2021
BID OPENING TIME:		1:30 PM
FAX NUMBER:		304-558-3970

Revised 02/10/2021

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 a 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 _____ 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: April 27, 2021 @ 1:30pm

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

REQUEST FOR QUOTATION
Adopt-A-Highway Orange Can Liners

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Highways to establish an open-end contract for Adopt-A-Highway Orange Can Liners for use in the Adopt-A-Highway program, coordinated with the West Virginia Department of Environmental Protection.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.

2.1 **“Contract Item” “Contract Item(s)”** – Contract Items are identified in Section 3 of this Solicitation.

2.2 **“Pricing Pages”** - The schedule of prices attached hereto as **Attachment A (ATT A)** which will be used to evaluate the Solicitation responses.

2.3 **“Solicitation”** – The official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.

2.4 **“WVDOH”** – West Virginia Division of Highways.

2.5 **“Contractor” or “Vendor”** - interchangeable as used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals, and refers to 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.

2.6 **“Standard Specs”** – The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.

2.7 **“FOB”** - Freight on Board.

3. **GENERAL REQUIREMENTS:**

3.1 The following Standard Specs Sections shall apply to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using

REQUEST FOR QUOTATION
Adopt-A-Highway Orange Can Liners

the **Attachment B (ATT B)** Standard Specifications Order Form. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Contract Administration
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

3.2 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.

3.2.1 Orange Can Liners must include the following features:

Size: 23" x 10" x 39" with the opening on the 23" side

Color: Orange

Minimum Gauge: 2.0 Mil

Seal Type: Bottom

Capacity: 32 Gallons

Film Type: Polyethylene, Linear Low Density

Closure: Twist Wire Tie Closures, 26 gauge, 4" length, laminated in paper or plastic, in each case.

Appearance: All liners shall be uniformly designed and produced, free from pinholes, tears, creases, cuts, wrinkles, extraneous matter, or other visual defects.

Packaging: Stack-folded, "one-at-a-time" dispensing and placed in corrugated cartons with a dispenser opening to allow bags to be removed without opening the carton lid.

Case Pack: 200 bags per case

Case Weight: 34 pounds

Delivery: FOB Destination. Vendor shall pay all delivery charges.

REQUEST FOR QUOTATION
Adopt-A-Highway Orange Can Liners

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on Orange Can Liners, Contract Item A. The Contract shall be awarded to the Vendor that provides Contract Items A, meeting the required specifications, for the lowest cost as shown on the **Pricing Page, Attachment A (ATT A)**.
- 4.2 Pricing Pages, Attachment A (ATT A):** Vendor should complete the Pricing Pages by Page by providing a Unit Cost per case of 200 bags. 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.

Any quantity bid other than 200 bags per case may be grounds for disqualification of the bid. If a Vendor proposes another quantity per case other than 200 bags, that Vendor should submit their question/comment to the buyer listed below before submitting their bid.

Vendor should electronically enter the information into the Pricing Pages through Vendor should type or electronically enter the information into the Pricing Pages spreadsheet and the Plant Information Forms to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

- 4.3 Contract Award Transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Operations Division to the Districts and Vendors, any Delivery Order issued prior the award of the contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any Delivery Order that has not been completely filled by the Vendors shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

REQUEST FOR QUOTATION
Adopt-A-Highway Orange Can Liners

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it should include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 5.2 Delivery Order:** A Delivery Order will be issued to the awarded Vendor at the time delivery is needed. There is no typical or average order size. WVDOH will initiate the Delivery Order by completing a WV-39 Blanket Release Order. The order should detail the quantity needed and the delivery location, selecting one of the locations listed on **Attachment C (ATT C), Storeroom Locations**. Once complete, the Delivery Order shall be sent to Vendor via fax, email, or postal mail. Any verbal communications are not acceptable as a Delivery Order.
- 5.3 Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 6.1 Delivery Payment/Risk of Loss:** Standard order delivery shall be FOB destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency

REQUEST FOR QUOTATION
Adopt-A-Highway Orange Can Liners

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.

6.2 Delivery Time: Vendor shall deliver standard orders within 10 working days after orders are received unless another delivery date has been negotiated and agreed upon by both the WVD OH and the Vendor for the Delivery Order. Vendor shall deliver emergency orders within 3 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. **No Vendor is authorized to ship Contract Items, nor is the WVD OH authorized to receive Contract Items, prior to the issuance of a Delivery Order.**

6.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason, within three (3) business days of receiving the Delivery Order. 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.

6.4 Return of Unacceptable Items: The decision of the WVD OH regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. 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 FOB 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, FOB 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.

REQUEST FOR QUOTATION
Adopt-A-Highway Orange Can Liners

7. VENDOR DEFAULT:

- 7.1 The following shall be considered a Vendor default under this Contract.
 - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **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.
- 8.3 **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.

REQUEST FOR QUOTATION
Adopt-A-Highway Orange Can Liners

- 8.4 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: Interboro Packaging
Telephone Number: 845-782-6800
Fax Number: 845-781-2450
Email Address: abraham@interboropackaging.com

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 the initial contract term extends until One (1) Year.

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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the contract via change order to memorialize the official date that work commenced.

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 a 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

State of West Virginia must be listed as additional Insured on Insurance Certificate. Certificate holder should read as follows:

State of WV
1900 Kanawha Blvd. E., Bldg 5
Charleston, WV 25305

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. 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.

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. 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.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. 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.

18. 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.

19. 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 § 148-1-5.2.b.

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

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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"), provided that both the Other Government Entity and the Vendor agree. 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. 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.division@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.

Revised 02/10/2021

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.

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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.

Interboro Packaging Corp.

(Name, Title)

Blimie Itzkowitz, Secretary

(Printed Name and Title)

114 Bracken Rd. Montgomery, NY 12549

(Address)

845-782-6800/845-781-2450

(Phone Number) / (Fax Number)

abraham@interboropackaging.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.

Interboro Packaging Corp.

(Company)


(Authorized Signature) (Representative Name, Title)

Blimie Itzkowitz, Secretary

(Printed Name and Title of Authorized Representative)

April 20, 2021

(Date)

845-782-6800/845-781-2450

(Phone Number) (Fax Number)