



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 2

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1955456

Procurement Type: Statewide MA (Open End)

Vendor ID: VS0000017748

Legal Name: INTERBORO PACKAGING CORP

Alias/DBA:

Total Bid: \$0.00

Response Date: 05/12/2026

Response Time: 13:28

Responded By User ID: Interboro 2

First Name: Abraham

Last Name: Jeremias

Email: Abraham@interboropacka

Phone: 8454929400

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC2600000007

Published Date: 5/14/26

Close Date: 5/19/26

Close Time: 13:30

Status: Closed

Solicitation Description: Statewide Contract: Trash Can Liners

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1955456
Solicitation Description: Statewide Contract: Trash Can Liners
Proc Type: Statewide MA (Open End)

Solicitation Closes	Solicitation Response	Version
2026-05-19 13:30	SR 0212 ESR05122600000007772	1

VENDOR
 VS0000017748
 INTERBORO PACKAGING CORP

Solicitation Number: CRFQ 0212 SWC2600000007
Total Bid: 0
Response Date: 2026-05-12
Response Time: 13:28:42
Comments: Samples are available upon request.

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Trash Can Liners	0.00000	CASE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
47121701			

Commodity Line Comments:

Extended Description:

Note: Vendor shall complete Exhibit_A Pricing Page for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

VENDOR: _____

CANLINER26

Vendor should complete all requested information on this sheet

ITEM	LINER SPECIFIED SIZE	ACTUAL LINER BID SIZE	DESCRIPTION	MINIMUM THICKNESS	MFG	ESTIMATED QUANTITY (Each)	*UNIT PRICE (Per Liner)	TOTAL	LINER QUANTITY (PER CASE)	CASE PRICE	VENDOR PER CASE ORDER OR PART #
BLACK CAN LINER											
3.1.1.1	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	.5 Mil	tt/Hymopack/Gl	5,000	\$ 0.0330	\$ 164.80	500	\$ 16.48	INT-15923-Med 'Made
3.1.1.2	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	1.5 Mil	tt/Hymopack/Gl	8,000	\$ 0.0736	\$ 589.12	500	\$ 36.82	INT-15923-Med 'Made
3.1.1.3	15" x 9" x 32"	15" x 9" x 32"	12-16 GALLONS	1.5 Mil	tt/Hymopack/Gl	8,000	\$ 0.1057	\$ 845.44	500	\$ 52.84	INT-15923-XXH 'Made
3.1.1.4	20" x 13" x 40"	20" x 13" x 40"	30-32 GALLONS	1.5 Mil	tt/Hymopack/Gl	8,500	\$ 0.1794	\$ 1,524.90	100	\$ 17.94	INT-15932-EXH 'Made
3.1.1.5	22" x 16" x 58"	22" x 16" x 58"	52-55 GALLONS	1.5 Mil	tt/Hymopack/Gl	7,000	\$ 0.2774	\$ 1,941.80	100	\$ 27.74	INT-201340-Exh 'Made
3.1.1.6	22" x 16" x 58"	22" x 16" x 58"	52-55 GALLONS	2.0 Mil	tt/Hymopack/Gl	6,000	\$ 0.2772	\$ 1,663.20	100	\$ 27.72	INT-221658-Exh 'Made
3.1.1.7	22" x 16" x 58"	22" x 16" x 58"	52-55 GALLONS	4.0 Mil	tt/Hymopack/Gl	1,000	\$ 0.6484	\$ 648.40	100	\$ 64.84	INT-221658-Exh 'Made
3.1.1.8	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	1.5 Mil	tt/Hymopack/Gl	1,500	\$ 0.2872	\$ 430.80	100	\$ 28.72	INT-221658-Super Exh 'Made
3.1.1.9	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	2.0 Mil	tt/Hymopack/Gl	2,500	\$ 0.3232	\$ 808.00	100	\$ 32.32	INT-231748-Exh 'Made
3.1.1.10	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	2.5 Mil	tt/Hymopack/Gl	2,000	\$ 0.4334	\$ 866.80	100	\$ 43.34	INT-231748-Super Exh 'Made
ORANGE CAN LINER											
3.1.2.1	33" x 10" x 39"	33" x 10" x 39"	38-40 GALLONS	2.5 Mil	tt/Hymopack/Gl	2,500	\$ 0.5234	\$ 1,308.50	100	\$ 52.34	INT-231748-Super Exh 'Made
3.1.2.2	23" x 10" x 39"	23" x 10" x 39"	30-32 GALLONS	2.0 Mil	tt/Hymopack/Gl	5,000	\$ 0.2741	\$ 1,370.50	200	\$ 54.82	INT-331039-Super Exh 'Made
CLEAR CAN LINER											
3.1.3.1	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	0.5 Mil	tt/Hymopack/Gl	50,000	\$ 0.0392	\$ 1,960.00	200	\$ 7.84	INT-15923-Med 'Made
3.1.3.2	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	1.5 Mil	tt/Hymopack/Gl	5,000	\$ 0.1017	\$ 508.50	200	\$ 20.34	INT-15923-Exh 'Made
3.1.3.3	15" x 9" x 32"	15" x 9" x 32"	12-16 GALLONS	1.5 Mil	tt/Hymopack/Gl	5,000	\$ 0.1316	\$ 658.00	200	\$ 26.32	INT-15932-Exh 'Made
3.1.3.4	24" x 10" x 33"	24" x 10" x 33"	14-16 GALLONS	0.35 Mil	tt/Hymopack/Gl	10,000	\$ 0.0833	\$ 832.80	250	\$ 20.82	INT-15932-Super Exh 'Made
3.1.3.5	20" x 13" x 40"	20" x 13" x 40"	30-32 GALLONS	1.5 Mil	tt/Hymopack/Gl	8,000	\$ 0.1882	\$ 1,505.60	100	\$ 18.82	INT-241033-Hvy 'Made
3.1.3.6	22" x 16" x 58"	22" x 16" x 58"	52-55 GALLONS	1.5 Mil	tt/Hymopack/Gl	4,000	\$ 0.4132	\$ 1,652.80	100	\$ 41.32	INT-201340-Super Exh 'Made
3.1.3.7	22" x 16" x 58"	22" x 16" x 58"	52-55 GALLONS	2.0 Mil	tt/Hymopack/Gl	4,000	\$ 0.4274	\$ 1,709.60	100	\$ 42.74	INT-221658-Super Exh 'Made
3.1.3.8	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	1.5 Mil	tt/Hymopack/Gl	4,000	\$ 0.3182	\$ 1,272.80	100	\$ 31.82	INT-221658-Super XXH 'Made
3.1.3.9	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	2.5 Mil	tt/Hymopack/Gl	6,000	\$ 0.4372	\$ 2,623.20	100	\$ 43.72	INT-231748-Super Exh 'Made
CLEAR CAN LINER: HDPE											
3.1.4.1	33" x 40"	33" x 40"	30-32 GALLONS	16 Micron	tt/Hymopack/Gl	20,000	\$ 0.0873	\$ 1,745.60	250	\$ 21.82	INT-3340-X Hvy 'Made
3.1.4.2	38" x 60"	38" x 60"	52-55 GALLONS	24 Micron	tt/Hymopack/Gl	1,500	\$ 0.2588	\$ 388.20	150	\$ 38.82	INT-3860-XXH 'Made
GRAND TOTAL								\$ 27,019.36			

Vendor Signature: _____ Blimy Landau _____ Date: 5/12/2026 _____

Vendor Contact Phone: _____ 845-782-6800 _____ Email: abraham@interboropacka

* PLEASE TAKE NOTE:
 Per Unit Pricing is for bid evaluation purpose only.
 All orders will be placed using the Per Case Price.

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. **PRE-BID 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. 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.

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.

Any discussions or answers to questions at the pre-bid meeting 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 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 non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: May 08, 2026 due by 10:00am EDT.

Submit Questions to: Mark Atkins, Buyer Supervisor
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Mark.A.Atkins@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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*. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER: Mark Atkins
SOLICITATION NO.: CRFQ 0212 SWC2600000007
BID OPENING DATE: 05/19/2026
BID OPENING TIME: 1:30pm EDT
FAX NUMBER: 304-558-3970

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

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 or via delivery by mail).

Bid Opening Date and Time: **May 19, 2026 at 1:30pm EDT.**

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 Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **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: 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: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. 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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor [www.OASIS](#) or the Purchasing Division's website to determine when a contract has been awarded.

22. 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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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 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 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: \$250,000.00 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.

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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.

Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Printed Name and Title) Blimy Landau, Secretary

(Address) 114 Bracken Rd , Montgomery NY, 12549

(Phone Number) / (Fax Number) 845-782-6800/845-781-2450

(email address) abraham@interboropackaging.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Interboro Packaging

(Company)



(Signature of Authorized Representative)

Blimy Landau, Secretary

(Printed Name and Title of Authorized Representative) (Date)

845-782-6800/845-781-2450

(Phone Number) (Fax Number)

abraham@interboropackaging.com

(Email Address)

CRFQ 0212 SWC260000007
Request for Quotation
(CANLINER26)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of all West Virginia State Agencies and Political Subdivisions to establish an Open-End, Statewide Contract for Trash Can Liners.

This solicitation is intended to establish a new contract to replace the current contract for can liners (SWC 0212 CANLINER22) which is set to expire 05/31/2026. The current contract can be viewed at the following website:

<http://www.state.wv.us/admin/purchase/swc/CANLINE.htm>

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit_A and used to evaluate the Solicitation responses.
- 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 **"Case"** means the cardboard container in which a specified quantity of Trash Liners will be shipped and allow for dispensing.
- 2.5 **"Mic"** means micron, a unit of measurement equal to one-thousandth of a millimeter.
- 2.6 **"Mil"** means millimeter, a unit of measurement equal to one-thousandth of an inch (0.001 inch).
- 2.7 **"HDPE"** means High Density Polyethylene.
- 2.8 **"LLDPE"** means Linear Low-Density Polyethylene.

3. **GENERAL REQUIREMENTS:**

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**Dimensions of liner shall not be more than 1" smaller or 5" greater than specified. **

CRFQ 0212 SWC2600000007
Request for Quotation
(CANLINER26)

3.1.1 BLACK CAN LINER:

3.1.1.1 SIZE: 15" x 9" x 23" 10-13 GALLONS minimum.

3.1.1.1.1 Liner must have a minimum thickness of .5 Mil and must contain a minimum of 250 and maximum of 500 liners per case.

3.1.1.2 SIZE: 15" x 9" x 23" 10-13 GALLONS minimum.

3.1.1.2.1 Liner must have a minimum thickness of 1.5 Mil and must contain a minimum of 250 and maximum of 500 liners per case.

3.1.1.3 SIZE: 15" x 9" x 32" 12-16 GALLONS minimum.

3.1.1.3.1 Liner must have a minimum thickness of 1.5 Mil and must contain a minimum of 250 and maximum of 500 liners per case.

3.1.1.4 SIZE: 20" x 13" x 40" 30-32 GALLONS minimum.

3.1.1.4.1 Liner must have a minimum thickness of 1.5 Mil and must contain a minimum of 50 and maximum of 200 liners per case.

3.1.1.5 SIZE: 22" x 16" x 58" 52-55 GALLONS minimum.

3.1.1.5.1 Liner must have a minimum thickness of 1.5 Mil and must contain a minimum of 50 and maximum of 200 liners per case.

3.1.1.6 SIZE: 22" x 16" x 58" 52-55 GALLONS minimum.

3.1.1.6.1 Liner must have a minimum thickness of 2.0 Mil and must contain a minimum of 50 and maximum of 200 liners per case.

3.1.1.7 SIZE: 22" x 16" x 58" 52-55 GALLONS minimum.

3.1.1.7.1 Liner must have a minimum thickness of 4.0 Mil and must contain a minimum of 50 and maximum of 200 liners per case.

3.1.1.8 SIZE: 23" x 17" x 48" 39-40 GALLONS minimum.

3.1.1.8.1 Liner must have a minimum thickness of 1.5 Mil and must contain a minimum of 50

CRFQ 0212 SWC2600000007
Request for Quotation
(CANLINER26)

and maximum of 200 liners per case.

3.1.1.9 SIZE: 23" x 17" x 48" 39-40 GALLONS minimum.

3.1.1.9.1 Liner must have a minimum thickness of 2.0Mil and must contain a minimum of 50 and maximum of 200 liners per case.

3.1.1.10 SIZE: 23" x 17" x 48" 39-40 GALLONS minimum.

3.1.1.10.1 Liner must have a minimum thickness of 2.5 Mil and must contain a minimum of 50 and maximum of 200 liners per case.

3.1.2 ORANGE CAN LINER:

3.1.2.1 SIZE: 33" x 10" x 39" 38-40 GALLONS minimum.

3.1.2.1.1 Liner must have a minimum thickness of 2.5 Mil and must contain a minimum of 50 and maximum of 200 liners per case.

3.1.2.2 SIZE: 23" x 10" x 39" 30-32 GALLONS minimum.

3.1.2.2.1 Liner must have a minimum thickness of 2.0 Mil and must contain a minimum of 100 and maximum of 200 liners per case.

3.1.3 CLEAR CAN LINER:

3.1.3.1 SIZE: 15" x 9" x 23" 10-13 GALLONS minimum.

3.1.3.1.1 Liner must have a minimum thickness of 0.5 Mil and must contain a minimum of 100 and maximum of 250 liners per case.

3.1.3.2 SIZE: 15" x 9" x 23" 10-13 GALLONS minimum.

3.1.3.2.1 Liner must have a minimum thickness of 1.5 Mil and must contain a minimum of 100 and maximum of 250 liners per case.

CRFQ 0212 SWC2600000007

Request for Quotation

(CANLINER26)

3.1.3.3 SIZE: 15" x 9" x 32" 12-16 GALLONS minimum.

3.1.3.3.1 Liner must have a minimum thickness of 1.5 Mil and must contain a minimum of 100 and maximum of 250 liners per case.

3.1.3.4 SIZE 24" x 10" x 33" 14-16 GALLONS minimum.

3.1.3.4.1 Liner must have a minimum thickness of .35 Mil and must contain a minimum of 250 and maximum of 1000 liners per case.

3.1.3.5 SIZE: 20" x 13" x 40" 30-32 GALLONS minimum.

3.1.3.5.1 Liner must have a minimum thickness of 1.5 Mil and must contain a minimum of 100 and maximum of 250 liners per case.

3.1.3.6 SIZE: 22" x 16" x 58" 52-52 GALLONS minimum.

3.1.3.6.1 Liner must have a minimum thickness of 1.5 Mil and must contain a minimum of 100 and maximum of 250 liners per case.

3.1.3.7 SIZE: 22" x 16" x 58" 52-52 GALLONS minimum.

3.1.3.7.1 Liner must have a minimum thickness of 2.0 Mil and must contain a minimum of 100 and maximum of 250 liners per case.

3.1.3.8 SIZE: 23" x 17" x 48" 39-40 GALLONS minimum.

3.1.3.8.1 Liner must have a minimum thickness of 1.5 Mil and must contain a minimum of 100 and maximum of 250 liners per case.

3.1.3.9 SIZE: 23" x 17" x 48" 39-40 GALLONS minimum.

3.1.3.9.1 Liner must have a minimum thickness of 2.5 Mil and must contain a minimum of 100 and maximum of 250 liners per case.

CRFQ 0212 SWC2600000007
Request for Quotation
(CANLINER26)

3.1.4 CLEAR CAN LINER- HDPE:

3.1.4.1 SIZE: 33" x 40" 30-32 GALLONS minimum.

3.1.4.1.1 Liner must have a minimum thickness of 16 Micron and must contain a minimum of 100 and maximum of 250 liners per case.

3.1.4.2 SIZE: 38" x 60" 52-52 GALLONS minimum.

3.1.4.2.1 Liner must have a minimum thickness of 24 Micron and must contain a minimum of 100 and maximum of 250 liners per case.

3.2 Additional Contract Items and Mandatory Requirements:

3.2.1 APPEARANCE: All liners must be uniformly made, free from pinholes, tears, creases, Cuts, wrinkle, extraneous matter, or other visual defects which might impair their function or use.

3.2.2 PACKAGING: All liners must be packed, stack-folded and placed in a cardboard case with a minimum 200lb/in² burst test rating. Each case must have a "dispenser opening" to allow bags to be removed without opening the case lid. Liners must Be stacked in the case in such a manner to facilitate "one-at-a-time" dispensing.

3.2.2.1 Each case of liners must contain an equal number of twist wires to match the liner count.

3.2.3 IDENTIFICATION: All cases should be clearly marked with the following:

3.1.3.1 Stock Number.

3.1.3.2 Size.

3.1.3.3 Color.

3.1.3.4 Count.

3.1.3.5 Gallon capacity.

3.1.3.6 Mil/Mic weight.

3.1.3.7 Responsibility statement (i.e. the manufacturer's name and address).

3.2.4 MATERIALS AND CONSTRUCTION: Liners should be tubular in construction (no side seams) with gusseted bottom seams only. Seams must be designed to have no less than 100% of the strength of the raw material from which the liners are manufactured.

CRFQ 0212 SWC260000007**Request for Quotation****(CANLINER26)**

3.2.4.1 Black Liners must meet or exceed the minimum physical properties, specific test methods, and typical value sizes listed in the following table below:

PROPERTY	TEST METHOD	MINIMUM PROPERTIES
Dart Impact	ASTMD 1709	45 gms/mi
Elmendorf Tear (gms)MD	ASTMD 1922	55 gms/mil
Elmendorf Tear (gms)MD	ASTMD 1922	90 gms/mil
Static Load (lbs)	GSA 1668 C	90 lbs./mil
Tensile (psi) MD	ASTMD 882	3000
Tensile (psi) TD	ASTMD 882	2000
Break Strength MD	ASTMD 882	3.0 lbs./mil
Break Strength TD	ASTMD 882	2.0 lbs./mil
Elongation (%) MD	ASTMD 882	225
Elongation (%) TD	ASTMD 882	350

3.2.4.2 Clear and Orange Liners must meet or exceed the minimum physical properties, specific test methods, and typical value sizes listed in the following table below:

PROPERTY	TEST METHOD	MINIMUM PROPERTIES
Dart Impact	ASTMD 1709	90 gms/mi
Elmendorf Tear (gms)MD	ASTMD 1922	120 gms/mil
Elmendorf Tear (gms)MD	ASTMD 1922	150 gms/mil
Static Load (lbs)	GSA 1668 C	100 lbs./mil
Tensile (psi) MD	ASTMD 882	3000
Tensile (psi) TD	ASTMD 882	2000
Break Strength MD	ASTMD 882	3.8 lbs./mil
Break Strength TD	ASTMD 882	2.6 lbs./mil
Elongation (%) MD	ASTMD 882	350
Elongation (%) TD	ASTMD 882	450

CRFQ 0212 SWC2600000007

**Request for Quotation
(CANLINER26)**

3.2.4.3 Clear HDPE Liners must meet or exceed the minimum physical properties, specific test methods, and typical value sizes listed in the following table below:

PROPERTY	TEST METHOD	MINIMUM PROPERTIES
Dart Impact	ASTMD 1709	223 grams
Elmendorf Tear (gms)MD	ASTMD 1922	8 grams
Elmendorf Tear (gms)MD	ASTMD 1922	27 grams
Static Load (lbs)	GSA 1668 C	45 lbs.
Tensile (psi) MD	ASTMD 882	6727
Tensile (psi) TD	ASTMD 882	5022
Elongation (%) MD	ASTMD 882	300
Elongation (%) TD	ASTMD 882	400

3.2.5 TESTING: The State of West Virginia may perform periodic testing to ensure the products bid meet all mandatory requirements within this solicitation. Failure during testing to meet the minimum physical properties, specific test methods, and typical value requirements may be just cause for immediate cancellation of contract.

3.2.6 REPORTING: The Contractor shall provide to the State of West Virginia's primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

- a. Ordering Entity;
- b. Purchase order number;
- c. Description;
- d. Quantity;
- e. Price.

These reports must be provided in Excel format and sent via email on a quarterly basis:

PERIOD END

REPORT DUE

December 31

January 31

March 31

April 30

June 30

July 31

September 30

October 31

CRFQ 0212 SWC260000007

Request for Quotation

(CANLINER26)

Vendor should complete the Pricing Page (EXHIBIT A CANLINE PRICING PAGE) in its' entirety as failure to do so may result in Vendor's bids being disqualified. Bidders should download the pricing page, complete, then attach to the bid if submitting in wvOasis. If submitting on paper, vendor should download, complete, then print and attach to their bid. Vendor may request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address: Mark.A.Atkins@wv.gov

The Pricing Page(s) contains a list of the Contract Items and estimated yearly 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.

5 ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Order Quantities:** Agencies will order and vendor shall ship, supply and invoice the contracted items by "case". Per unit pricing is for bid evaluation only.
- 5.3 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within seven (7) calendar days after orders are received. Vendor shall deliver emergency orders within three (3) Calendar days 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.

All orders from this contract totaling \$300.00 or more shall be delivered FOB: (Vendor shall pay all shipping chargers).

All orders for less than \$300.00 shall be delivered FOB: Shipping Point.

For any order under \$300.00 transportation charges may be charged and shall be itemized as a separate charge on the invoice. Vendor must include the invoice from shipper with their invoice to verify actual shipping cost. The agency will only pay the actual shipping cost for orders under the \$300.00 minimum order threshold.

CRFQ 0212 SWC2600000007

Request for Quotation

(CANLINER26)

Agencies may make small purchases (under the \$300.00) from a local source if pricing includes delivery and a savings result. Note: Agencies are not permitted to string orders to circumvent purchasing policy.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor must include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided the Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor must plan for the return within five (5) calendar days of being notified that the item is unacceptable or permit the agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 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. Periodical testing may be done to ensure can liners are of the correct quality, size, and mil. Failure will be cause for cancellation of contract.

CRFQ 0212 SWC260000007

Request for Quotation

(CANLINER26)

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.

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: Abraham Jeremias
Telephone Number: 845-782-6800
Fax Number: 845-781-6800
Email Address: abraham@interboropackaging.com

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.
- c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

Vendor Name: Interboro Packaging

By: _____

By:  _____

Printed Name: Mark Atkins _____

Printed Name: Blimy Landau _____

Title: Buyer Supervisor _____

Title: secretary _____

Date: _____

Date: 5/11/2026 _____

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules

Title 148. Department of Administration

Legislative Rule (Ser. 1)

Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

© 2021 Thomson Reuters. No claim to original U.S. Government Works.

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page



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

Proc Folder: 1955456			Reason for Modification:
Doc Description: Statewide Contract: Trash Can Liners			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-05-05	2026-05-19 13:30	CRFQ 0212 SWC2600000007	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Interboro Packaging

Address : 114 Bracken Rd , Montgomery NY, 12549

Street : 114 Bracken Rd

City : Montgomery


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

Principal Contact : Abraham Jeremias

Vendor Contact Phone: 845-782-6800 **Extension: #** 101

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X  **FEIN#** 11-2633541 **DATE** 5/11/202

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of all West Virginia State Agencies and Political Subdivisions to establish an Open-End Statewide Contract for Trash Can Liners, per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Trash Can Liners	0.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
47121701			

Extended Description:

Note: Vendor shall complete Exhibit_A Pricing Page for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00am EDT	2026-05-08

	Document Phase	Document Description	Page
SWC2600000007	Final	Statewide Contract: Trash Can Liners	3

ADDITIONAL TERMS AND CONDITIONS


See attached document(s) for additional Terms and Conditions

VENDOR: Interboro Packaging

CANLINER26

Vendor should complete all requested information on this sheet

ITEM	LINER SPECIFIED SIZE	ACTUAL LINER BID SIZE	DESCRIPTION	MINIMUM THICKNESS	MFG	ESTIMATED QUANTITY (Each)	*UNIT PRICE (Per Liner)	TOTAL	LINER QUANTITY (PER CASE)	CASE PRICE	VENDOR PER CASE ORDER OR PART #
BLACK CAN LINER											
3.1.1.1	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	.5 Mil	itt/Hymopack/Gle	5,000	\$ 0.0330	\$ 164.80	500	\$ 16.48	INT-15923-Med 'Made
3.1.1.2	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	1.5 Mil	itt/Hymopack/Gle	8,000	\$ 0.0736	\$ 589.12	500	\$ 36.82	INT-15923-XXH 'Made
3.1.1.3	15" x 9" x 32"	15" x 9" x 32"	12-16 GALLONS	1.5 Mil	itt/Hymopack/Gle	8,000	\$ 0.1057	\$ 845.44	500	\$ 52.84	INT-15932-Exh 'Made I
3.1.1.4	20" x 13" x 40"	20" x 13" x 40"	30-32 GALLONS	1.5 Mil	itt/Hymopack/Gle	8,500	\$ 0.1794	\$ 1,524.90	100	\$ 17.94	INT-201340-Exh 'Made
3.1.1.5	22" x 16" x 58"	22" x 16" x 58"	52-55 GALLONS	1.5 Mil	itt/Hymopack/Gle	7,000	\$ 0.2774	\$ 1,941.80	100	\$ 27.74	INT-221658-Exh 'Made
3.1.1.6	22" x 16" x 58"	22" x 16" x 58"	52-55 GALLONS	2.0 Mil	itt/Hymopack/Gle	6,000	\$ 0.2772	\$ 1,663.20	100	\$ 27.72	INT-221658-Exh 'Made
3.1.1.7	22" x 16" x 58"	22" x 16" x 58"	52-55 GALLONS	4.0 Mil	itt/Hymopack/Gle	1,000	\$ 0.6484	\$ 648.40	100	\$ 64.84	INT-221658-Super Ex Ex
3.1.1.8	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	1.5 Mil	itt/Hymopack/Gle	1,500	\$ 0.2872	\$ 430.80	100	\$ 28.72	INT-231748-Exh 'Made
3.1.1.9	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	2.0 Mil	itt/Hymopack/Gle	2,500	\$ 0.3232	\$ 808.00	100	\$ 32.32	INT-231748-Super Exh '
3.1.1.10	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	2.5 Mil	itt/Hymopack/Gle	2,000	\$ 0.4334	\$ 866.80	100	\$ 43.34	INT-231748-Super Ex-H
ORANGE CAN LINER											
3.1.2.1	33" x 10" x 39"	33" x 10" x 39"	38-40 GALLONS	2.5 Mil	itt/Hymopack/Gle	2,500	\$ 0.5234	\$ 1,308.50	100	\$ 52.34	INT-331039-Super Ex-H
3.1.2.2	23" x 10" x 39"	23" x 10" x 39"	30-32 GALLONS	2.0 Mil	itt/Hymopack/Gle	5,000	\$ 0.2741	\$ 1,370.50	200	\$ 54.82	INT-231039-Super Exh
CLEAR CAN LINER											
3.1.3.1	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	0.5 Mil	itt/Hymopack/Gle	50,000	\$ 0.0392	\$ 1,960.00	200	\$ 7.84	INT-15923-Med 'Made
3.1.3.2	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	1.5 Mil	itt/Hymopack/Gle	5,000	\$ 0.1017	\$ 508.50	200	\$ 20.34	INT-15923-Exh 'Made I
3.1.3.3	15" x 9" x 32"	15" x 9" x 32"	12-16 GALLONS	1.5 Mil	itt/Hymopack/Gle	5,000	\$ 0.1316	\$ 658.00	200	\$ 26.32	INT-15932-Super Exh 'I
3.1.3.4	24" x 10" x 33"	24" x 10" x 33"	14-16 GALLONS	0.35 Mil	itt/Hymopack/Gle	10,000	\$ 0.0833	\$ 832.80	250	\$ 20.82	INT-241033-Hvy 'Made
3.1.3.5	20" x 13" x 40"	20" x 13" x 40"	30-32 GALLONS	1.5 Mil	itt/Hymopack/Gle	8,000	\$ 0.1882	\$ 1,505.60	100	\$ 18.82	INT-201340-Super Exh
3.1.3.6	22" x 16" x 58"	22" x 16" x 58"	52-55 GALLONS	1.5 Mil	itt/Hymopack/Gle	4,000	\$ 0.4132	\$ 1,652.80	100	\$ 41.32	INT-221658-Super Exh
3.1.3.7	22" x 16" x 58"	22" x 16" x 58"	52-55 GALLONS	2.0 Mil	itt/Hymopack/Gle	4,000	\$ 0.4274	\$ 1,709.60	100	\$ 42.74	INT-221658-Super XXH
3.1.3.8	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	1.5 Mil	itt/Hymopack/Gle	4,000	\$ 0.3182	\$ 1,272.80	100	\$ 31.82	INT-231748-Super Exh
3.1.3.9	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	2.5 Mil	itt/Hymopack/Gle	6,000	\$ 0.4372	\$ 2,623.20	100	\$ 43.72	INT-231748-Super Ex Ex
CLEAR CAN LINER: HDPE											
3.1.4.1	33" x 40"	33" x 40"	30-32 GALLONS	16 Micron	itt/Hymopack/Gle	20,000	\$ 0.0873	\$ 1,745.60	250	\$ 21.82	INT-3340-X-Hvy 'Made
3.1.4.2	38" x 60"	38" x 60"	52-55 GALLONS	24 Micron	itt/Hymopack/Gle	1,500	\$ 0.2588	\$ 388.20	150	\$ 38.82	INT-3860-XXH 'Made Ir
GRAND TOTAL								\$ 27,019.36			

Vendor Signature:  Date: 5/12/2026

Vendor Contact Phone: 845-782-6800 Email: abraham@interboropackagin



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

Proc Folder: 1955456		Reason for Modification:	
Doc Description: Statewide Contract: Trash Can Liners		ADDENDUM_1: Issued to publish the State's response to vendor questions.	
Proc Type: Statewide MA (Open End)		NO OTHER CHANGES	
Date Issued	Solicitation Closes	Solicitation No	Version
2026-05-11	2026-05-19 13:30	CRFQ 0212 SWC2600000007	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Interboro Packaging
Address : 114 Bracken Rd , Montgomery NY, 12549
Street : 114 Bracken Rd
City : Montgomery
State : NY **Country :** USA **Zip :** 12549
Principal Contact : Abraham Jeremias
Vendor Contact Phone: 845-782-6800 **Extension:** 101

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X  **FEIN#** 11-2633541 **DATE** 5/12/2026

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

ADDITIONAL INFORMATION

ADDENDUM_1:
Addendum_1 is issued to publish the State's response to Technical Questions received during the Technical Question period.
NO OTHER CHANGES
The West Virginia Purchasing Division is soliciting bids on behalf of all West Virginia State Agencies and Political Subdivisions to establish an Open-End Statewide Contract for Trash Can Liners, per the attached documents.

INVOICE TO	SHIP TO
------------	---------

ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
---	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Trash Can Liners	0.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
47121701			

Extended Description:
Note: Vendor shall complete Exhibit_A Pricing Page for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A Pricing Pages to their bid.
See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00am EDT	2026-05-08

SOLICITATION NUMBER: CRFQ 0212 SWC2600000007

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2600000007 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To publish the response to the questions submitted by Vendors during the Technical Questioning period.

NO OTHER CHANGES

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

Question #1:	Can you confirm the due date for the bid?
Response #1:	The bid due date is 05/19/2026 on or before 1:30pm EDT.
Question #2:	Also, the estimated usage on the pricing file....is that your usage from last year?
Response #2:	This is an open-end contract for at-need liners. Future usage is NOT guaranteed or implied. The estimated quantities on the pricing pages are anticipated usage per year and actual purchases may vary. Also see Response #6.
Question #3:	Where would the can liners be delivered.
Response #3:	Orders are required to be delivered to any State agency or political subdivision located within West Virginia. As such, a listing for every potential user is not available.
Question #4:	How long is the contract for on these can liners.
Response #4:	Per Section 3 of the General Terms & Conditions: The initial term will be for a period of One (1) year and will have Three (3) successive one (1) year periods of renewals upon mutual agreement between the State and the incumbent vendor.
Question #5:	There has been a lot of cost escalation in resin based materials such as can liners. Is there a price escalation clause.
Response #5:	Per Section 13 of the General Terms & Conditions: Pricing set forth herein is firm for the life of the Contract. No price escalation clause is a part of this bid scenario.
Question #6:	We are asking for yearly consumption purchases for each SKU listed on the RFQ.
Response #6:	Usage for Quarters 1 – 4 for 2025 is attached. No future use or orders are guaranteed. Also, some new items are included in this RFQ that were not available on the previous contract and therefore no usage numbers are available and the pricing pages are estimates only.
Question #7:	My question is regarding the estimated quantities on the can liners. Are those the case amounts the state would be needing?
Response #7:	The Estimated Quantities are per can liner for evaluation purposes only. A case price will be established based on the Quantity Per Case identified in the bidder's response. Refer to Specification Section 4.2 Pricing Pages for additional information.
Question #8:	I didn't see anything about delivery points. Are there multiple locations?
Response #8:	See response #3.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2600000007

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Interboro Packaging

Company



Authorized Signature

5/12/2026

Date

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



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

Proc Folder: 1955456		Reason for Modification:	
Doc Description: Statewide Contract: Trash Can Liners		ADDENDUM_1: Issued to publish the State's response to vendor questions.	
Proc Type: Statewide MA (Open End)		NO OTHER CHANGES	
Date Issued	Solicitation Closes	Solicitation No	Version
2026-05-11	2026-05-19 13:30	CRFQ 0212 SWC2600000007	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Interboro Packaging

Address : 114 Bracken Rd , Montgomery NY, 12549

Street : 114 Bracken Rd

City : Montgomery

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

Principal Contact : Abraham Jeremias

Vendor Contact Phone: 845-782-6800 **Extension:** 101

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X  **FEIN#** 11-2633541 **DATE** 5/12/2026

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

ADDITIONAL INFORMATION

ADDENDUM_1:
Addendum_1 is issued to publish the State's response to Technical Questions received during the Technical Question period.
NO OTHER CHANGES
The West Virginia Purchasing Division is soliciting bids on behalf of all West Virginia State Agencies and Political Subdivisions to establish an Open-End Statewide Contract for Trash Can Liners, per the attached documents.

INVOICE TO	SHIP TO
-------------------	----------------

ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	WV	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	WV
---	----	---	----

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Trash Can Liners	0.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
47121701			

Extended Description:

Note: Vendor shall complete Exhibit_A Pricing Page for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00am EDT	2026-05-08

	Document Phase	Document Description	Page
SWC2600000007	Final	Statewide Contract: Trash Can Liners	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

Your unified certification source
www.sctrca.org

September 5, 2025

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**

Certification Number: 225099500
Certification Expiration: **September 30, 2027**

Providing the following products or services:

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

NAICS 423450: SURGICAL APPLIANCES 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 **September 30, 2027**.

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,

Melanie McCoy
Executive Director

Bruce A. Blakeman
County Executive

County of Nassau
Office of Minority Affairs

Hereby Grants Certification to
Interboro Packaging Corp.

This Certificate acknowledges that this company has met the criteria as established by the Minority/Women-Owned Business Enterprise Program at the County of Nassau Office of Minority Affairs, pursuant to Local Law No. 14, Title 53, dated October 2, 2002 and therefore, is certified as a Minority/Women-Owned Business Enterprise (MWBE).

This Certification will remain in effect until its expiration date provided there are no changes in ownership, control, and/or operations of the firm or eligibility requirements. The Nassau County Office of Minority Affairs must be notified within thirty days of any material changes in the business, which affects ownership and control.

Certification Number:

OMA-24-081

Expiration Date:

06/21/2027

06/21/2024

Date



Lionel J. Chitty

Lionel J. Chitty,
Executive Director

Empire State Development

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 SNYCRR 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,



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

July 1, 2024

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



Small Business Enterprise (SBE)
Interboro Packaging Corp.

Interboro Packaging Corp.

has filed with the Agency an Affidavit as defined by NCTRCA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 424130: INDUSTRIAL AND PERSONAL SERVICE PAPER MERCHANT WHOLESALERS

This Certification commences February 25, 2022 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: February 29, 2024
Issued Date: February 25, 2022
CERTIFICATION NO. WFSB28929N0224

Ericia Mitchell

Certification Administrator



Women Business Enterprise (WBE)
Interboro Packaging Corp.

Interboro Packaging Corp.

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 424130: INDUSTRIAL AND PERSONAL SERVICE PAPER MERCHANT WHOLESALERS

This Certification commences September 20, 2023 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: September 30, 2025
Issued Date: September 20, 2023
CERTIFICATION NO. WFWB21925N0925

Certification Administrator

State of New York
Department of State } **ss:**

I hereby certify, that the Certificate of Incorporation of INTERBORO PACKAGING CORP. was filed on 08/31/1982, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.



*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 01st day of June two
thousand and eighteen.*

A handwritten signature in black ink, appearing to read "B. Fitzgerald", with a long, sweeping underline.

*Brendan W. Fitzgerald
Executive Deputy Secretary of State*

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name: INTERBORO PACKAGING CORP.
DOS ID Number: 790438
Entity Type: DOMESTIC BUSINESS CORPORATION
Entity Status: EXISTING
Date of Initial Filing with DOS: 08/31/1982

Statement Status: CURRENT
Statement Due Date: 08/31/2022

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State,
at the City of Albany, on January 17, 2023 at 01:44 P.M.

ROBERT J. RODRIGUEZ, Secretary of State



Brendan C. Hughes

By Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100002810896 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>



Welcome Rachel Loeb User ID RLOE6626 Last Login 12:35 PM - 02/08/2012 Log Out

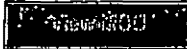
Click any icon for help

- Home
- My Cases
 - New Case
 - View Cases
 - Search Cases
- My Profile
 - Edit Profile
 - Change Password
 - Change Security Questions
- My Company
 - Edit Company Profile
 - Add New User
 - View Existing Users
 - Close Company Account
- My Reports
 - View Reports
- My Resources
 - View Essential Resources
 - Take Tutorial
 - View User Manual
 - Contact Us

Company Information

Company Name:	Interboro Packaging Corporation	View/Edit
Company ID Number:	280227	
Doing Business As (DBA) Name:		
DUNS Number:		
Physical Location:		
Address 1:	114 Bracken Road	Mailing Address:
Address 2:		Address 1:
City:	Montgomery	Address 2:
State:	NY	City:
Zip Code:	12549	State:
County:	ORANGE	Zip Code:
Additional Information:		
Employer Identification Number:	112633541	
Total Number of Employees:	20 to 99	
Parent Organization:	None	
Administrator:		
Organization Designation:		
Employer Category:	None of these categories apply	

NAICS Code:	453 - MISCELLANEOUS STORE RETAILERS	View/Edit
Total Hiring Sites:	1	View/Edit
Total Points of Contact:	1	View/Edit





Welcome Rachel Loeb User ID RLOE6826 Last Login 12:35 PM - 02/08/2012 Log Out

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

User Summary List

Previous		Next							
User ID	Company	User Role	Last Name	First Name	Last Login Date	Status	Locked	Logged On	
RLOE6826	Interboro Packaging Corporation	Program Administrator	Loeb	Rachel	02/14/2012 03:35 PM	Current	N	- Y	<input type="button" value="Delete"/>

Previous Next

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 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 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 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 lading ("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

Eagle Pass ISD
587 Madison Street
Eagle Pass, TX 78852
Contact Person: Luis Velez
Tel: (830)773-5181
Email: PURCHASING@EAGLEPASSISD.NET

WSWHE BOCES
267 Ballard Road, Suite 6
Wilton, NY 12831
Contact Person: Wayne Carper
Phone: 518-746-3310
Email: WCARPER@WSWHEBOCES.ORG

Pinellas County Schools
301 4TH St. SW
Largo, FL 33770
Contact Person: Joe Benjamin
Phone: (727) 588-6143
Email: benjaminst@pcsb.org

Rockingham County Nursing Home
117 North Road
Brentwood, NH 03833
Contact Person: Karen Demuth
Phone: (603) 679-9322
Email: kdemuth@co.rockingham.nh.us

Harborfields CSD
93 Taylor Avenue
Greenlawn, NY 11740
Contact Person: Jennifer Parmanand
Phone: (631) 754-5360
Email: paranandij@harborfieldscsd.org

Passaic County
495 River Street
Paterson, NJ 07524
Contact Person: Steve Orsini
Tel: 973-881-4425
Email: steveo@passaiccountynj.org

Goshen Central School District
227 Main Street
Goshen, NY 10924
Contact Person: Jacqueline Alfano
Phone: (845) 615-6720
Email: jacqueline.alfano@gcsny.org

Albuquerque Public Schools
912 Oak Street Southeast
Albuquerque, NM 87106
Contact Person: Debbie Tesso
Phone: 505-848-8842

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

Lee County School District
3308 Canal Street
Ft. Myers, FL 33916
Contact Person: Guy Willin
Tel: (239) 479-4291
Email: GuyGW@LeeSchools.net

Montgomery Co. Correctional Facility
60 Eagleville Road
Eagleville, PA 19403
Contact Person: Timothy Haley
Tel: (610) 635-7164
Email: THaley@Montcopa.org

Petersburg City Public Schools
920 E. Wythe Street
Petersburg, VA 23803
Contact Person: Franklin Manson
Tel: 804-481-6842
Email: frmanson@petersburg.k12.va.us

Bibb County School District
2011 Riverside Drive
Macon, GA 31204
Contact Person: Donnica Turner
Tel: (478) 779-2608
Email: donnica.turner@bcsdk12.net

Montgomery County Public Schools
208 College Street
Christiansburg, VA 24073
Contact Person: Donnie Linkous
Tel: (540) 381-6128
Email: donaldlinkous@mcps.org

Shenendehowa Cen. School District
8 Enterprise Avenue
Clifton Park, NY 12065-3424
Contact Person: Don Baranowski
Tel: (518) 881-0235 #62801
Email: marsdonn@shenschools.org

Palm Beach County
50 S. Military Trail, Suite 110
West Palm Beach, FL 33415
Contact Person: Melody Thelwell
Phone: (561) 616-6800
Email: purchase@pbcgov.org

Marion County School
2091 NE 35th Street
Ocala, FL 34479
Contact Person: Amelia Bray
Phone: (352) 671-7506
Email: amelia.bray@marion.k12.fl.us

City of Boston
One City Hall Square
Boston MA 02201
Contact Person: Brian Heger
Tel: (617) 635-2201
Email: brian.heger@boston.gov

Highland Falls--Fort Montgomery CSD
21 Morgan Rd.
Highland Falls, NY 10928
Contact Person: Robin Blaikner
Phone: (845) 446-9575
Email: Robin.Blaikner@HFFMCSD.org

Alief ISD
12102 High Star Drive
Houston, TX 77072
Contact Person: Joseph Villalba
Phone: (281) 988-3188
Email: joseph.villalba@aliefisd.net

Broward County School Board
3800 N.W. 10th Avenue
Oakland Park, FL 33309
Contact Person: Silvia Valvezan
Phone: (754) 321-4718
Email: silvia.valvezan@browardschools.com

Polk County School Board
965 US Highway 60 East
Bartow, FL 33830
Contact Person: Elizabeth Satterwhite
Phone: (863) 534-0576 / 0907
Email: elizabeth.satterwhite@polk-fl.net

Perth Amboy Board of Education
300 Eagle Avenue
Perth Amboy, NJ 08861
Contact Person: Diana Meneses-Luchento
Phone: 732-376-6200 ext. 30271
Email: dianmenesesluchento@paps.net

Shelby County Schools
2970 Jackson Avenue
Memphis, TN 38112
Contact Person: Mary Taylor
Phone: (901) 416-2372 or (901) 416-5376
Email: ewcnclogistics@scsk12.org

Interboro Packaging Corporation

Nationwide Service

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

May 12, 2026

State of West Virginia
2019 Washington Street
East Charleston, WV 25305-0130

Bid # CRFQ 0212 SWC260000007 Trash Can Liners

“EQUIVELANCY FORM”

This is to certify that the items offered by Interboro Packaging Corporation, for the State of West Virginia, are 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,



Blimy Landau
Secretary

May 12, 2026

State of West Virginia
2019 Washington Street
East Charleston, WV 25305-0130

Bid # CRFQ 0212 SWC260000007 Trash Can Liners

To Whom It May Concern:

This is to certify that the items offered by Interboro Packaging Corporation, 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,



Blimy Landau
Secretary

May 12, 2026

State of West Virginia
2019 Washington Street
East Charleston, WV 25305-0130**“Descriptive Literature”****Bid # CRFQ 0212 SWC260000007 Trash Can Liners**

Item Number	Product Name	Width (Inch)	Gusset (Inch)	Length (Inch)	Gauge	Color	Count
3.1.1.1	INT-15923-Med	15	9	23	0.5 mil	Black	500
3.1.1.10	INT-231748-Super Ex-Hvy	23	17	48	2.5 mil	Black	100
3.1.1.2	INT-15923-XXH	15	9	23	1.5 mil	Black	500
3.1.1.3	INT-15932-Exh	15	9	32	1.5 mil	Black	500
3.1.1.4	INT-201340-Exh	20	13	40	1.5 mil	Black	100
3.1.1.5	INT-221658-Exh	22	16	58	1.5 mil	Black	100
3.1.1.6	INT-221658-Exh	22	16	58	2.0 mil	Black	100
3.1.1.7	INT-221658-Super Ex Ex-Hvy	22	16	58	4.0 mil	Black	100
3.1.1.8	INT-231748-Exh	23	17	48	1.5 mil	Black	100
3.1.1.9	INT-231748-Super Exh	23	17	48	2.0 mil	Black	100
3.1.2.1	INT-331039-Super Ex Hvy	33	10	39	2.5 mil	Orange	100
3.1.2.2	INT-231039-Super-Exh	23	10	39	2.0 mil	Orange	200
3.1.3.1	INT-15923-Med	15	9	23	0.5 mil	Clear	200
3.1.3.2	INT-15923-Exh	15	9	23	1.5 mil	Clear	200
3.1.3.3	INT-15932-Super Exh	15	9	32	1.5 mil	Clear	200
3.1.3.4	INT-241033-Hvy	24	10	33	.35 mil	Clear	250
3.1.3.5	INT-201340-Super Exh	20	13	40	1.5 mil	Clear	100
3.1.3.6	INT-221658-Super Exh	22	16	58	1.5 mil	Clear	100
3.1.3.7	INT-221658-Super XXH	22	16	58	2.0 mil	Clear	100
3.1.3.8	INT-231748-Super Exh	23	17	48	1.5 mil	Clear	100
3.1.3.9	INT-231748-Super Ex Ex-Hvy	23	17	48	2.5 mil	Clear	100
3.1.4.1	INT-3340-X-Hvy	33		40	16 mic	Clear	250
3.1.4.2	INT-3860-XXH	38		60	24 mic	Clear	150

May 12, 2026

State of West Virginia
2019 Washington Street
East Charleston, WV 25305-0130

Bid # CRFQ 0212 SWC260000007 Trash 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 May 19, 2026. 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,



Blimy Landau
Secretary