

WasteZero™

December 9, 2009

State of West Virginia
Environmental Protection Dept
Office of Waste Management
601 57th St SE
Charleston, WV 25304
Attn: Chuck Bowman

Re: DEP14888

Dear Chuck,

We are pleased to submit a proposal package to the State of West Virginia for your Plastic Litter Bags. To our knowledge we have received all addenda issued by the State regarding the specifications for the manufacture and supply the bags. Upon review of all instructions, we are satisfied that our firm has the resources to fulfill the Scope of Services outlined in the above referenced bid material. Included is a list of references for your review.

We are the #1 supplier in the US for USER FEE/Waste metering programs and bags and appreciate the privilege of quoting the State of West Virginia. These are the preferred bags due to their superior strength and puncture resistance.

We are the manufacturer and not the middleman. We work directly with the State to ensure quality products and delivery systems to meet your needs. Products not meeting your needs will be replaced at no cost to the State. With a middleman, there is risk to the State if bags do not meet specifications. As the manufacturer we take that risk away. You are welcomed to talk with any of our municipal partners. If they have experienced any problems with our bags and services, we 1- review/identify the problem, 2- pick up and replace any defective bags, and 3- put corrective action in place to preclude a future occurrence of the problem.

We welcome and encourage the State to visit our manufacturing facility. We pride ourselves on our state of the art extrusion and bag making equipment. Our experienced management team is committed to not only achieving but exceeding your expectations.

Originally, WasteZero manufactured trash bags for the retail grocery store industry including many private label brands. To date we have over 270 satisfied municipalities. Our years of experience serving numerous USER FEE communities give us a solid background and an understanding of the needs and issues of running a successful program.

We are one of three vendors approved by the Massachusetts DEP to supply bags to the municipalities in Massachusetts. Included for your review is the overall evaluation for all three vendors. As you will see, we obtained the highest rating of the three vendors. Take note, especially on our quality and ability to meet specifications ratings.

We accept the Scope of Services included in the bid instructions and are able to operate with those parameters.

Best Regards,



Dawn Currie, Marketing/Bid Manager
WasteZero



Sherry Sellers
Inside Sales

RECEIVED

2010 JAN 13 A 10:51

PROCURING DIVISION
STATE OF WV

Mass. DEP STATE EVALUATION

The Evaluation Panel awarded all three bidders a total of 4 points each because their bags performed well under the test conditions. The maximum points were not awarded for any of the bidders because each bidder had samples that did not perform perfectly under the stress testing. See FAC55 Evaluation Summary and Product Testing Summary.

- **References (5 Points Maximum)**

The Evaluation Panel award Phoenix Recycling the maximum number of points based on the exceptional nature of responses from references. Other respondents received slightly less points. See Evaluation Summary and individual Respondent Reference Summaries.

Affirmative Market Program (5 Point Maximum)

The Evaluation Panel awarded four points to all three bidders for their detailed AMP plans. See FAC55 Evaluation Summary and completed Evaluation Criteria documents for each respondent.

Cost (25 Point Maximum)

The Evaluation Panel used the weighted average cost and point distribution formula to award the maximum number of points to Mansfield Paper. Other respondents were awarded points according to the formula.

Additional Services (0 Points)

Phoenix Recycling submitted a response that offered additional services that are on-going or in development. The Evaluation Panel considered Phoenix's offerings to be desirable. See FAC55 Evaluation Summary and completed Evaluation Criteria documents for each respondent

Recommended Awards

Due to the heavy demand for imprinted plastic trash bags for municipal PAYT programs it is in the Commonwealth's best interest to have multiple bag vendors on State contract to meet the demand for bags. Due to the strength in each bidder's proposal the Evaluation Panel is recommending that Phoenix Recycling, Mansfield Paper, and Boxes & Bags be awarded contracts based on the evaluation.

FAC 55 EVALUATION SUMMARY

- Mandatory Submissions (NO POINTS)
- Product's ability to meet specifications (5 POINTS)
 - Product quality - Samples (5 Points)
 - Product quality - References (5 Points)
- AMP Program (5 POINTS)
 - Product cost (25 POINTS)
- 20% recycled content (2 POINTS)
 - 8-10 Gallon Bags (1 POINT)
 - 35-40 Gallon Bags (1 POINT)
- Minimum 10,000 Bags (1 POINT)
- TOTAL POSSIBLE POINTS = 50**

	Boxes & Bags	Mansfield Paper	Phoenix Recycling
			<i>WasteZero (FKA) Phoenix Recycling</i>
	2	2	5
	4	4	4
	2.5	2	5
	4	4	4
	23.09	25.00	23.26
	2	2	2
	1	1	1
	1	1	1
	1	1	1
Total Score	40.84	42	46.26

Bid Schedule
RFQ# DEP14888
REAP Plastic Litter Bags

Est. Qty Unit Description Unit Price Total

(900) Case REAP Litter Bags \$ 24.87/c5 \$ 22,383⁰⁰

Quoting equal capacity Flat twist tie or drawstring bags

Quantities listed are estimates and are for bid evaluation purposes only. Actual quantities ordered may be more or less than the estimated quantities stated above.

Quoted unit prices to be inclusive of all freight & delivery charges. No separate freight invoices will be approved for payment.

Bidder: WasteZero-----

Contact Person: Sherry Sellers / Dawn Carrie-----

WasteZero™

Bag Capacity Chart in Gallons

Industry Standard Sizes	Bag Size	Drawstring	Twist Tie Flat Seal	Twist Tie Gusseted	Twist Tie Star Seal
13 Gallon	24x27	13.8	10.4	9.5	8.5
	24x28	14.8	11.2	10.1	9.1
	24x29	15.8	12	10.7	9.8
	24x30	16.9	12.8	11.4	10.4
	24x31	18	13.6	12	11.1
	24x32	19.1	14.5	12.7	11.8
	24x33	20.3	15.4	13.5	12.5
	24x34	21.5	16.3	14.2	13.2
14-18Gallon	24x35	22.8	17.3	15	14
	24x36	24.1	18.2	15.8	14.7
	24x37	25.1	19.2	16.6	15.5
	24x38	26.8	20.3	17.4	16.4
30 Gallon	30x32	25.3	20.2	18.8	16.1
	30x33	26.7	21.3	19.7	17
	30x34	28.3	22.5	20.6	17.9
	30x35	29.8	23.6	21.5	18.8
	30x36	31.5	24.9	22.5	19.8
	30x37	33.1	26.1	23.5	20.8
	30x38	34.8	27.4	24.6	21.8
	30x39		28.7	25.6	22.9
	30x40		30.1	26.7	23.9
	30x41			27.9	25
	30x42			29	26.2
	30x43			30.2	27.3
	30x44				28.5
	30x45				29.7
33 Gallon	33x33	30.1	24.4	23	19.3
	33x34	31.8	25.7	24	20.3
	33x35	33.5	27	25.1	21.4
	33x36	35.3	28.4	26.2	22.4
	33x37	37.1	29.7	27.3	23.5
	33x38	39	31.2	28.4	24.7
	33x39	40.9	32.6	29.6	25.8
	33x40	42.9	34.1	30.8	27
	33x41	44.9	35.6	32	28.2
	33x42			33.3	29.5
	33x43				30.7
	33x44				32
	33x45				33.4



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

Request for Quotation

RFQ NUMBER
DEP14888

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

RFQ COPY
 TYPE NAME/ADDRESS HERE

**ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/17/2009				

BID OPENING DATE: **01/14/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001		CS		665-24-97-001	24.87	\$ 22,383.00
<p>CAN LINERS:</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF WATER & WASTE MANAGEMENT, IS SEEKING BIDS FROM QUALIFIED VENDORS TO PROVIDE AND DELIVER PLASTIC LITTER BAGS FOR THE DIVISION'S REHABILITATION ENVIRONMENTAL ACTION PLAN (REAP) PROGRAM PER THE FOLLOWING SPECIFICATIONS, TERMS & CONDITIONS, BID REQUIREMENTS, AND THE ATTACHED BID SCHEDULE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Aimee Linn* TELEPHONE: **843-237-1711** DATE: **1-12-10**

LE: *Paul Administrator* FEIN: **57-0936996** ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Sam Crum* TELEPHONE 843-237-1711 DATE 1-12-10

TITLE Bid Administrator FEIN 57-0936996 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Currie</i>	TELEPHONE 843-237-1711	DATE 1-12-10
TITLE Bid Administrator	FEIN 57-0936996	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ. NO.:				DEP14888		
BID OPENING DATE:				01/14/2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
--- Dawn Currie --- 843-237-8724 (fax)						
***** THIS IS THE END OF RFQ DEP14888 *****						TOTAL: <u>\$ 27,383⁰⁰</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Dawn Currie* TELEPHONE: **843-237-1711** DATE: **1-12-10**

TITLE: *Bid Administrator* FEIN: **57-0936996** ADDRESS CHANGES TO BE NOTED ABOVE

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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Waste Zero

Authorized Signature: [Signature] Date: 1-12-10

State of SC

County of Georgetown, to-wit:

Taken, subscribed, and sworn to before me this 12th day of January, 2010.

My Commission expires 04-23, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]