



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  
**CANLINE11**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 42**  
**304-558-8802**

RFQ COPY

TYPE NAME/ADDRESS HERE

**Hagemeyer NA**  
**517 Camden Street**  
**Parkersburg, WV. 26101**

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

DATE PRINTED <b>03/23/2011</b>	TERMS OF SALE <b>Net 60</b>	SHIP VIA <b>Our Truck</b>	F.O.B. <b>Dest</b>	FREIGHT TERMS <b>As specified</b>
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BID OPENING DATE: **04/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR QUOTATION		<b>755,622.50</b>
<p>THE PURCHASING DIVISION IS SOLICITING PROPOSALS FOR A STATEWIDE CONTRACT TO PROVIDE CAN LINERS TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>*****            INQUIRIES</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, APRIL 5, 2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED.</p> <p>ADDRESS INQUIRIES TO:</p> <p>JEAN Y. JONES            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305            FAX: 304-558-4115            EMAIL: JEAN.Y.JONES@WV.GOV</p> <p>*****            ATTACHMENTS:</p> <p>CANLINE11 SPECIFICATIONS            CANLINE11 PRICING PAGE            PURCHASING AFFIDAVIT            RESIDENT VENDOR PREFERENCE</p>						

RECEIVED  
 2011 APR 21 PM 12:58  
 WV PURCHASING DIVISION

SIGNATURE: **Greg M. Stanley** TELEPHONE: **304.423.0500** DATE: **4-21-11**  
 TITLE: **Operations Manager** FEN: **56-2281578**  
 ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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# Request for Quotation

RFQ NUMBER
CANLINE 11

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42 304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Hagemeyer NA

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/23/2011				

BID OPENING DATE: 04/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	CS		665-24-97-001		755,622.50
TRASH CAN LINERS  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... 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.  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.  RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, 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						

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
<i>Gregory M. Stanley</i>					4-21-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE			

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



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 Department of Administration  
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CANLINE11

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

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Hagemeyer NA

SHIP TO

ALL STATE AGENCIES  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/23/2011				

BID OPENING DATE: 04/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	(1) YEAR PERIODS.					
<p><b>CANCELLATION:</b> 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><b>OPEN MARKET CLAUSE:</b> 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><b>QUANTITIES:</b> 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><b>ORDERING PROCEDURE:</b> 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> <p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Grey M. Stanley</i>		4-21-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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 Department of Administration  
 Purchasing Division  
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# Request for Quotation

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**CANLINE11**

PAGE  
**4**

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

RFQ COPY  
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*Hagemeyer NA*

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2011				

BID OPENING DATE: **04/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						

SIGNATURE <i>Greg M Stanley</i>		SEE REVERSE SIDE FOR TERMS AND CONDITIONS	TELEPHONE	DATE <b>4-21-11</b>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
**CANLINE11**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 42**  
**304-558-8802**

RFQ COPY  
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*Hagsemeyer NA*

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2011				

BID OPENING DATE: **04/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: FILE 42</p> <p>RFQ. NO.: CANLINE11</p> <p>BID OPENING DATE: 04/21/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  <i>304-428-0593</i></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):  <i>Greg M Stanley</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Greg M Stanley* TELEPHONE: DATE: *4-21-11*

TITLE: FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
**CANLINE11**

PAGE  
**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 42  
 304-558-8802**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

*Hagemeyer NA*

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2011				

BID OPENING DATE: **04/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ CANLINE11 ***** TOTAL:						<i>\$755,622.50</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Greg M. Stanley* TELEPHONE: DATE: *4-21-11*

TITLE: FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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

## CANLINE11 Specifications and Conditions

1. Each case of bags shall contain an equal number of twist wire tie closures. The wire shall be 26 gauge (nominal) and shall be laminated in paper or plastic. The tie shall not be less than four (4) inches in length.
2. Successful bidder shall have a manufacturer's certification that the products bid meet all specifications as detailed on the attached sheets. This certification should be submitted with each bid; **it shall be required prior to award of any contract.**
3. Orders shall be delivered within 10 working days after receipt of order (ARO). Orders with delivery greater than 10 working days will not be considered delivered on time. Spending units must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.
4. All orders from this contract totaling \$300.00 or more shall be delivered FOB: Destination (Vendor shall pay all shipping charges.)
5. All orders less than \$300.00 shall be delivered FOB: Shipping Point. Any transportation charges shall be itemized as a separate charge.
6. All pricing submitted shall be FOB: Destination. (Vendor pays shipping.)
7. Orders requiring inside delivery will be billed the **quoted** inside delivery charge. All inside delivery charges shall be itemized as a separate charge.
8. Agencies may make small purchases (under the \$300.00) from a local source if pricing includes delivery and a savings results. Note: Agencies are not permitted to string orders to circumvent purchasing policy.
9. All products bid shall meet the attached specifications for the products bid.
10. Vendor shall remove and replace any product on this contract that an agency has received and determined the product is unsatisfactory in performance for their facility. Vendor shall do this at no cost to the agency.
11. All quantities listed on the pricing page are approximations only, based on estimates. Quantity is shown for informational purposes only and is not to be construed as a guarantee of any future contract usage. This quantity shall be used to evaluate the bids. It is understood and



## CANLINE11 Specifications and Conditions

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.

12. Bidders are requested to submit an electronic version of the pricing page and return with bid. Additionally, bidders are also requested to include an original written pricing page with the Purchasing Division original package. If any deviation exists between the electronic version and the printed version, the printed one shall prevail.
13. The successful bidder shall not substitute any other brand from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
14. If the selected vendor fails to meet any provision of the contract, the contract may be canceled immediately. Product quality & delivery of product to the agencies is of prime importance.
15. Bidder must provide at no expense or liability to the State of West Virginia, four (4) individual bag samples of each item bid. Any vendor failing to provide samples may be disqualified. Bidders should deliver the samples to the following address no later than 04/21/2011 for metering purpose.

Department of Administration  
Purchasing Division  
Attention: Jean Y. Jones  
2019 Washington Street, East  
Charleston, WV 25305-0130

Each sample package shall be labeled with the following information:

CANLINE11  
Vendor Name  
Item Line Number  
Size and Stock Number

Samples should be delivered in a separate package from the bid document. Samples should be submitted by the bid opening date and time. The actual awarded items must meet the size as required in the specifications for each item.

Samples shall not be returned unless bidder includes shipping number/label to cover the cost of return mail.

16. Selected vendor(s) shall be required to submit quarterly reports of the total number of cases sold and the dollar value of each contract item.

## CANLINE11 Specifications and Conditions

These reports should be submitted to Jean.Y.Jones@wv.gov. Failure to submit such reports may be cause for cancellation of contract.

17. Contract award will be awarded to the lowest most responsible bid.
18. Periodical testing shall be done to ensure can liners are of correct quality, size and mil. Failure to supply product on a timely basis will be cause for cancellation of contract.

**CANLINE10****SPECS FOR CLEAR, ORANGE or GREEN RECYCLED CONTENT TRASH  
CAN LINERS**

**SCOPE:** This report covers Linear Low Density Polyethylene Recycled Plastics product line intended for use as general purpose trash containers and/or as liners for wastebaskets, garbage cans, janitor carts, drums, and similar applications.

**MATERIALS AND CONSTRUCTION:** Liners should be manufactured from a minimum 70% select clear recycled polyethylene. To insure uniform strength throughout, the liners should be all tubular construction (no side seals) and constructed with "gusseted bottom seals only. Seals are designed to have no less than 100% of the strength of the raw material from which the liners are manufactured. Minimum physical properties, specific test methods, and typical values sizes are listed in the following table. Physical properties, specific test methods, and typical values for select sizes are listed in the following table.

**PHYSICAL PROPERTY INFORMATION**

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

**PACKAGING:** Case pack liners are stack-folded and placed in corrugated cartons with 200 lb/in<sup>2</sup> burst test rating. Cartons shall have a "dispenser opening" to allow bags to be removed without opening the carton lid. Liners shall be stacked in carton in such a manner to facilitate "one-at-a-time" dispensing.

**IDENTIFICATION:** All cartons are clearly marked with the following: stock number, size, color, count, gallon capacity, film weight, gauge, and responsibility statement (ie. the manufacturer's name and address). In addition, all cartons are stenciled with the following information: date and shift of manufacture, machine number, initials of machine operator, and initials of bag puller.

**APPEARANCE:** The liners are uniformly made, free from pinholes, tears, creases, cuts, wrinkles, extraneous matter, or other visual defects which might impair their function or use.

## CANLINE10

### SPECS FOR BLACK RECYCLED CONTENT TRASH CAN LINERS

**SCOPE:** This report covers Linear Low Density Polyethylene Recycled Plastics product line intended for use as general purpose trash containers and/or as liners for wastebaskets, garbage cans, janitor carts, drums, and similar applications.

**MATERIALS AND CONSTRUCTION:** Liners should be manufactured from a minimum of 93% recycled polyethylene. To insure uniform strength throughout, the liners should be all tubular construction (no side seals) and constructed with "gusseted bottom seals only. Seals are designed to have no less than 100% of the strength of the raw material from which the liners are manufactured. Minimum physical properties, specific test methods, and typical values sizes are listed in the following table.

#### PHYSICAL PROPERTY INFORMATION

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

**PACKAGING:** Case pack liners are stack-folded and placed in corrugated cartons with 200 lb/in<sup>2</sup> burst test rating. Cartons shall have a "dispenser opening" to allow bags to be removed without opening the carton lid. Liners shall be stacked in carton in such a manner to facilitate "one-at-a-time" dispensing.

**IDENTIFICATION:** All cartons are clearly marked with the following: stock number, size, color, count, gallon capacity, film weight, gauge, and responsibility statement (ie. the manufacturer's name and address). In addition, all cartons are stenciled with the following information: date and shift of manufacture, machine number, initials of machine operator, and initials of bag puller.

**APPEARANCE:** The liners are uniformly made, free from pinholes, tears, creases, cuts, wrinkles, extraneous matter, or other visual defects which might impair their function or use.

Vendor: Hagenmeyer NA

CANLINE11  
PRICING PAGE

Vendor should complete all requested information on this sheet.

Item	Size	Description	Thickness	Size	Stock #	Mfg	Count Per Case	Est. Case Qty.	Cost Per Case	Total
<b>Black Can Liners</b>										
1	15" x 9" x 23"	10 Gallons (200/case)	.5 Mil	24 x 33	CB2437	VERJAPRO	200	500	8.75	4375.00
2	15" x 9" x 23"	10 Gallons (500/case)	.5 Mil	24 x 33	CB2434		500	500	8.75	4375.00
3	15" x 9" x 23"	10 Gallons (200/case)	1.5 Mil	24 x 33	CB1510		200	8,000	14.40	91200.00
4	15" x 9" x 23"	10 Gallons (500/case)	1.5 Mil	24 x 32	CB7040		500	2,000	22.75	45500.00
5	20" x 13" x 40"	30-32 Gallons	1.5 Mil	33 x 39	CB8383		100	12,000	17.15	205800.00
6	22" x 16" x 58"	52 Gallons	2.0 Mil	38 x 38	CB7012		100	10,000	16.40	164000.00
7	23" x 17" x 48	39-40 Gallons	1.5 Mil	40 x 46	CB7619		100	100	21.80	2180.00
8	23" x 17" x 48	39-40 Gallons	2.0 Mil	40 x 46	CB8385		100	400	31.66	12664.00
9	23" x 17" x 48	39-40 Gallons	2.5 Mil	40 x 48	CB4048		100	100	25.15	2515.00
10	33" x 10" x 48	56 Gallons	1.5 Mil	37 x 48	CB4329		100	1,000	38.95	38950.00
<b>Orange Can Liner</b>										
11	33" x 10" x 39"	40 Gallons	2.5 Mil	43 x 39	CB3943		100	50	38.95	1947.50
<b>Light Green Can Liner</b>										
12	33" x 10" x 39"	40 Gallons	2.5 Mil	43 x 39	CB2509		100	50	38.95	1947.50
<b>Clear Can Liners</b>										
13	15" x 9" x 23"	10 Gallons	.5 Mil	24 x 23	CB2423		500	50	17.20	860.00
14	15" x 9" x 23"	10 Gallons	1.5 Mil	24 x 23	CB2424		200	200	15.90	3180.00
15	20" x 13" x 40"	30-32 Gallons	1.5 Mil	33 x 39	CB6189		100	200	29.30	5860.00
16	22" x 16" x 58"	52 Gallons	2.0 Mil	33 x 38	CB3358		500	500	40.00	20000.00
17	23" x 17" x 48	39-40 Gallons	1.5 Mil	40 x 46	CB7617		100	50	31.80	3180.00
18	23" x 17" x 48	39-40 Gallons	2.0 Mil	40 x 46	CB7618		100	20	28.70	2870.00
19	23" x 17" x 48	39-40 Gallons	2.5 Mil	40 x 48	CB4049		100	150	43.70	6555.00
<b>Twist Tie</b>										
20	4" Minimum Length						100	100	25.00	2500
									Grand Total	75422.50

Bidders - enter charge for inside delivery - per order  
Inside Delivery Charge/Cost per order :

NO QUOTE

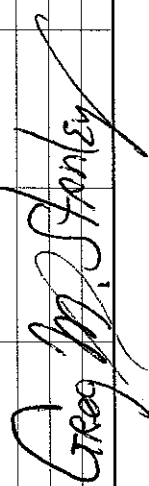
Contract Coordinator: GREG M STANLEY  
 Telephone No.: 304-428-0500  
 Toll Free Phone No.: 800-582-7103  
 Fax No.: 304-428-0593  
 E-Mail: gmsstanley@hagenmeyer.com

Signature: GREG M STANLEY  
 Date: 4/21-11



# HAGEMEYER<sup>®</sup>

NORTH AMERICA

Item	Size	Description	Thickness	Size	Stock #	Mfg	Count per Case	Est. Case Quantity	Cost Per Case	Total
<b>BLACK CAN LINERS</b>										
1	24x33	B72410K 24x33, Light, 10 Gallons, Black,	.35 MIL	24x33	CB2433	VersaPro	500	500	\$8.75	\$4,375.00
2	24x33	B72410K 24x33, 10 Gallons, Black, Star, F	.50 MIL	24x33	CB2434	VersaPro	500	500	\$8.75	\$4,375.00
3	24x33	1.50MIL, Star Seal, Flat Pack, 200/cs	1.50MIL	24x33	CB1510	VersaPro	500	8000	\$16.40	\$131,200.00
4	24X32	24X32 .90 MIL 12-16 GALLONS 500/CS	.90 MIL	24X32	CB7040	VersaPro	200	2000	\$22.75	\$45,500.00
5	33X39	33X39 1.35MIL 33 GAL 150/CS	1.35MIL	33X39	CB8383	VersaPro	500	12000	\$17.15	\$205,800.00
6	38X58	38X58 1.8 MIL 60 GAL 100/CS	1.8 MIL	38X58	CB7052	VersaPro	100	10000	\$26.00	\$260,000.00
7	40X46	40X46 1.35 MIL 40-45 GAL 100/CS	1.35 MIL	40X46	CB7659	VersaPro	100	500	\$16.40	\$8,200.00
8	40X46	40X46 1.8 MIL 40-45 GAL 100/CS	1.8 MIL	40X46	CB8385	VersaPro	100	100	\$21.80	\$2,180.00
9	40x48	40x48, 2.50Mil, Black Repro Resin, Star S	2.50MIL	40x48	CB4048	VersaPro	100	400	\$31.60	\$12,640.00
10	53x48	53x48, 1.50Mil, Black Repro resin, Star Se	1.50MIL	53x48	CB4339	VersaPro	100	100	\$25.15	\$2,515.00
<b>ORANGE CAN LINERS</b>										
11	43x39	43x39, 2.50Mil, Orange, Star Seal, Flat Pa	2.50MIL	43x39	CB3943	VersaPro	100	1000	\$38.95	\$38,950.00
<b>LIGHT GREEN CAN LINERS</b>										
12	43x39	43x39, 2.50Mil, Green, Star Seal, Flat Pac	2.50MIL	43x39	CB2500	VersaPro	100	50	\$38.95	\$1,947.50
<b>CLEAR CAN LINERS</b>										
13	24x23	24x23, 0.50Mil, Clear, Star Seal, Flat Pack	.50MIL	24x23	CB2423	VersaPro	500	50	\$13.20	\$660.00
14	24x23	24x23, 1.50Mil, Clear, Star Seal, Flat Pack	1.50MIL	24x23	CB2324	VersaPro	200	200	\$15.90	\$3,180.00
15	33X39	33X39 1.25MIL 33GAL 200/CS	1.25MIL	33X39	CB6589	VersaPro	100	200	\$29.30	\$5,860.00
16	38x58	38x58, 2.00Mil, Clear, Star Seal, Flat Pack	2.00MIL	38x58	CB3858	VersaPro	100	500	\$40.00	\$20,000.00
17	40X46	40X46 1.3MIL 40-45 GAL 100/CS	1.3MIL	40X46	CB7657	VersaPro	100	50	\$21.80	\$1,090.00
18	40X46	40X46 1.7MIL 40-45 GAL 100/BX	1.7MIL	40X46	CB7658	VersaPro	100	20	\$28.50	\$570.00
19	40x48	40x48, 2.50Mil, Clear, Star Seal, Flat Pack	2.50MIL	40x48	CB4049	VersaPro	100	150	\$43.70	\$6,555.00
<b>TWIST TIE</b>										
20	4"	4" Minimum Length Twist Tie			CB9999	VersaPro	100	100	\$0.25	\$25.00
									NO QUOTE	\$0.00
									<b>Grand Total</b>	<b>\$755,622.50</b>
Bidders Inside Delivery Charge/Cost per order:										
			4/21/2011							
			CANLINE11							
			Greg M Stanley							
			304.428.0500							
			gmstanley@hagemeyerna.com							
										



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  
**CANLINE11**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 42  
 304-558-8802

VENDOR

\*408110618      304-428-0500  
 HAGEMEYER NA  
 517 CAMDEN STREET  
 PARKERSBURG WV 26101

SHIP TO

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

DATE PRINTED 04/12/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/21/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
1. QUESTIONS AND ANSWERS FOR CANLINE11 ATTACHED:						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED:						
THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
*****END OF ADDENDUM NO. 1 *****						
0001	1	CS		665-24-97-001		\$755,622.50
				TRASH CAN LINERS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Greg M. Stanley*      TELEPHONE: *304-428-0000*      DATE: *4-12-11*

TITLE: *Operations Mgr*      FEIN: *56-2281578*      ADDRESS CHANGES TO BE NOTED ABOVE

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

CANLINE11 QUESTIONS AND ANSWERS

1Q	Will there be a quarterly escalation clause?
1A	No
2Q	Will Calico/Flexall be allowed to bid on this CANLINE11 since they have, in essence defaulted on the current contract?
2A	Yes
3Q	Confirm dimensions for item #11 and #12. Listed as 33"x10"x39" 40 gallon. The standard 40 gallon is a 23"x20"x39"?
3A	The dimensions for item #11 and #12, are listed correctly as 33"x10"x39" 2.5 Mil bags.
4Q	Are you requiring firm pricing for one year?
4A	Yes
5Q	
5A	
6Q	
6A	
7Q	
7A	
8Q	
8A	
9Q	
9A	
10Q	
10A	
11Q	
11A	
12Q	
12A	
13Q	
13A	
14Q	
14A	



EXHIBIT 10

REQUISITION NO.: .....

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 ..... ✓

NO. 2 .....

NO. 3 .....

NO. 4 .....


NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

Greg M Stanley  
.....  
SIGNATURE  
Hagemeyer NA  
.....  
COMPANY  
4-12-11  
.....  
DATE

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.  **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: HAGEMEYER NA  
Date: 4-21-11

Signed: Greg M Stanley  
Title: Operation Manager

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. LANLINE 11

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 owed 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: Hagemeyer NA

Authorized Signature: Gary M Stanley Date: 4-21-11

State of West VA

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 20<sup>th</sup> day of April, 2011.

My Commission expires Aug 21, 2017

AFFIX SEAL HERE

NOTARY PUBLIC Stephanie R VanMatre

