



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

**Solicitation**

NUMBER
DEP16462

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

**JESSE MARKS**

VENDOR

**RUSH** *Rapid Delivery of Quality Product.*  
**ENTERPRISES INC.**

rushwarehouse.com

Phone: 800-926-6095  
 606-474-0540  
 Cell: 606-922-3872  
 Fax: 606-474-0559  
 Email: rushent@windstream.net

**Warehouse and Sales**  
 PO Box 135  
 Rush, KY 41168

DATE  
 02/

BID OPENING DATE: 03/19/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR SOLICITATION (RFQ)		
				THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S REAP OFFICE, SEEKS BIDS TO PROVIDE AND DELIVER PLASTIC LITTER BAGS FOR THE DEPARTMENT'S REHABILITATION ENVIRONMENTAL ACTION PLAN (REAP) PROGRAM PER THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS, AND BID REQUIREMENTS.		
0001	1	LS		665-24-97-001		
				CUSTOMIZED LITTER BAGS PER ATTACHED SPECIFICATIONS		
				SHIP TO : ENVIRONMENTAL PROTECTION DEPARTMENT OF REAP OFFICE 601 57TH STREET SE CHARLESTON WV 25304 800-322-5530		
				2.5 MIL POLYETHYLENE, SIZE: 23"W X 10"D X 39"H		
				03/19/14 08:57:33AM West Virginia Purchasing Division		

SIGNATURE	TITLE	FEIN	TELEPHONE	DATE
	President	61-125-7162	606-474-0540	3/18/14
ADDRESS CHANGES TO BE NOTED ABOVE				

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

REQUEST FOR QUOTATION  
DEP16462 REAP Trash Bags

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection's REAP Office to establish an open-end contract for REAP Trash Bags.
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 **"Desired Item"** or **"Desired Items"** means the list of items identified in Section III, Subsection 1 below.
  - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 **"RFQ"** means the official RFQ published by the Purchasing Division and identified as DEP16462.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Desired Items and Mandatory Requirements:** Vendor shall provide Agency with the Desired Items listed below on an open-end and continuing basis. Desired Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **REAP Trash Bags**
      - 3.1.1.1 Thickness: 2.5 (+/- 0.2) mil polyethylene.
      - 3.1.1.2 Size: 23"W x 10"D x 39"H. (All dimensions +/- 1")
      - 3.1.1.3 Bottom: Flat.
      - 3.1.1.4 Color: (Non-transparent) Mint Green.
      - 3.1.1.5 Printing: REAP printed on one side; 4" (+/- 0.25") black block style letters.
      - 3.1.1.6 Packaging: 80 - 120 bags per case.
      - 3.1.1.7 Product needs to be as close as possible to SAMPLE; regarding color, thickness, bottom and print

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- 3.1.1.8** Example of bag color MUST be provided prior to award of contract but it is PREFERRED that it be provided with the bid.
- 3.1.1.9** To obtain a sample, please contact  
Travis Cooper  
WV Make it Shine Program, Coordinator  
Rehabilitation Environmental Action Plan  
601 57<sup>th</sup> St. SE.  
Charleston, WV. 25304  
Phone: 304.926.0499 ext. 1117  
Fax: 304.926.0457  
Email: Travis.L.Cooper@wv.gov

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price on all Desired Items. The Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by unit cost and total amount. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Product shall be ordered by the case.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

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**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 20 working 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.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

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

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7. MISCELLANIOUS:

- 7.1 **No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- 7.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.
- 7.3 **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.

**Bid Schedule  
DEP16462**

Company Name: J. Marks Inc.  
 Address: dba Rush Enterprises  
P.O. Box 135 Rush, Ky 41168

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

*IF All 900/cs. Shipped  
At once*

ITEM NO.	QUANTITY	DESCRIPTION	Price (Per Bag)**	Number of Bags Per Case	Contract Price (Per Case)
1.0	900 CS	Custom "REAP" Trash Bags	\$ 33.77	100	\$ 33.77
		<b>TOTAL</b>	<b>30,393.00</b>		\$

\* Quantities are estimated for bidding purposes. Actual will vary.

\*\* Product shall be ordered by the case ONLY.

Signature: \_\_\_\_\_

Date: 3/18/14

**J. Marks Inc.  
dba Rush Enterprises  
P.O. Box 135  
Rush, KY 41168**