



1903 - 2016  
350 WILSONBURG ROAD  
P.O. BOX 1486  
CLARKSBURG, WV 26302-1486  
Kali Mead Sales Representative  
Phone# 800-766-4154 Fax# 304-326-0164 [kali\\_mead@rdwilson.com](mailto:kali_mead@rdwilson.com)

**Sealed Bid: CRFQ 0212 SWC1600000007**  
**Buyer: Mark Atkins/file51**  
**Solicitation Number: CRFQ 0212 SWC1600000007**  
**Bid Opening Date: April 27, 2016**  
**Bid Opening Time: 1:30 pm EST**  
**Fax Number: 304-558-3970**

04/27/16 13:24:09  
WV Purchasing Division

**Pages including cover sheet: 13**  
**Please confirm receipt of submission.**

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: RD WILSON SONS & COMPANY

Authorized Signature: Kali Mead Date: 4/26/16

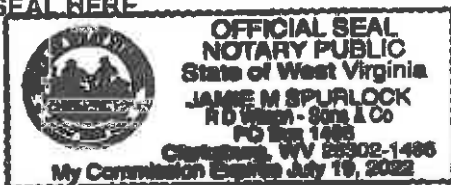
State of WEST VIRGINIA

County of HARRISON, to-wit:

Taken, subscribed, and sworn to before me this 26 day of APRIL, 2016.

My Commission expires JULY 19, 2022.

**AFFIX SEAL HERE**



NOTARY PUBLIC James M. Spurlock

*Purchasing Affidavit (Revised 08/01/2015)*

RECEIVED TIME APR. 27. 1:20PM

EXHIBIT A

Bidders are requested to type entries

VENDOR: RD WILSON SONS & CO.

CANLINE PRICING PAGE

Vendor should complete requested information on this sheet

CRFQ 0212 SWC160000007

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	BioStar Industries	30,000	\$0.0366	\$1,098.00	250	\$9.15	RDW-242305250B
3.1.1.2	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	.5 Mil	BioStar Industries	210,000	\$0.0249	\$5,229.00	500	\$12.45	RDW-2423500B
3.1.1.3	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	1.5 Mil	BioStar Industries	800,000	\$0.0660	\$52,832.00	250	\$16.51	RDW-242315250B
3.1.1.4	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	1.5 Mil	BioStar Industries	700,000	\$0.0599	\$41,902.00	500	\$29.93	RDW-242315500B
3.1.1.5	20" x 13" x 40"	20" x 13" x 40"	30-32 GALLONS	1.5 Mil	BioStar Industries	800,000	\$0.1435	\$114,800.00	200	\$28.70	RDW-334015B
3.1.1.6	22" x 16" x 58"	22" x 16" x 58"	52 GALLONS	2.0 Mil	BioStar Industries	850,000	\$0.3019	\$256,572.50	200	\$60.37	RDW-385802B
3.1.1.7	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	1.5 Mil	BioStar Industries	50,000	\$0.2040	\$10,202.50	200	\$40.81	RDW-404815B
3.1.1.8	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	2.0 Mil	BioStar Industries	20,000	\$0.2560	\$5,119.00	200	\$51.19	RDW-404802B
3.1.1.9	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	2.5 Mil	BioStar Industries	25,000	\$0.3278	\$8,195.00	200	\$65.56	RDW-404825B

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04/27/2016 13:24 3043260164

PAGE 03/13

ORANGE CAN LINER											
3.1.2.1	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	.5 Mil	BioStar Industries	5,000	\$0.0359	\$179.40	250	\$8.97	RDW-2423050
3.1.2.2	33" x 10" x 39"	33" x 10" x 39"	40 GALLONS	2.5 Mil	BioStar Industries	10,000	\$0.3448	\$3,447.50	200	\$68.95	RDW-4339250
LIGHT GREEN CAN LINER											
3.1.3.1	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	.5 Mil	BioStar Industries	5,000	\$0.0354	\$177.00	250	\$8.85	RDW-242305G
3.1.3.2	33" x 10" x 39"	33" x 10" x 39"	40 GALLONS	2.5 Mil	BioStar Industries	10,000	\$0.3385	\$3,384.50	200	\$67.69	RDW-433925G
CLEAR CAN LINER											
3.1.4.1	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	.5 Mil	BioStar Industries	25,000	\$0.0345	\$863.00	250	\$8.63	RDW-242305N
3.1.4.2	15" x 9" x 23"	15" x 9" x 23"	10-13 GALLONS	1.5 Mil	BioStar Industries	40,000	\$0.0749	\$2,996.80	250	\$18.73	RDW-242315N
3.1.4.3	20" x 13" x 40"	20" x 13" x 40"	30-32 GALLONS	1.5 Mil	BioStar Industries	20,000	\$0.1594	\$3,187.20	250	\$39.84	RDW-334015N
3.1.4.4	22" x 16" x 58"	22" x 16" x 58"	52 GALLONS	2.0 Mil	BioStar Industries	50,000	\$0.3372	\$16,862.00	250	\$84.31	RDW-385802N
3.1.4.5	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	1.5 Mil	BioStar Industries	5,000	\$0.2254	\$1,127.00	250	\$56.35	RDW-404815N
3.1.4.6	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	2.0 Mil	BioStar Industries	2,000	\$0.2956	\$591.28	250	\$73.91	RDW-404802N
3.1.4.7	23" x 17" x 48"	23" x 17" x 48"	39-40 GALLONS	2.5 Mil	BioStar Industries	10,000	\$0.3658	\$3,657.60	250	\$91.44	RDW-404825N
TWIST TIE											

RECEIVED TIME APR 27 4:00PM

3.1.5	Wire Tie		Minimum 4" Length	25 awg	BioStar Industries	10,000	\$0.00	\$0.00	Included in each case.	\$0.00	RDW-WIRETIE
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								\$532,423.28			
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Vendor Signature: *Kali Mead* Date: April 27, 2016

Vendor Contact Phone: 304-627-0739 Email: kali\_mead@rdwilson.com

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

RECEIVED TIME APR 27 4:00PM

04/27/2016 13:24 3043250154



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

State of West Virginia  
Request for Quotation  
20 - Household Items

Proc Folder: 204325

Doc Description: ADDENDUM\_1 Polyethylene Trash Can Liner

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-14	2016-04-27 13:30:00	CRFQ 0212 SWC1600000007	2

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

**R.D. WILSON SONS & COMPANY**  
**300 WILSONBURG ROAD**  
**CLARKSBURG, WV 20001**  
304-326-0164

FOR INFORMATION CONTACT THE BUYER

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

Signature X

*Kali Mead*

FEIN #

55-0313770

DATE

4/26/16

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

**ADDENDUM\_1:**

1. Is issued to publish the vendor questions with responses.
2. Is issued to delete specification section 6.1 Delivery Time in its entirety and replace with the following listed in Response 13 in Attachment A.
3. Is issued to include the previous vendor supplied 2015 usage report.

**NO OTHER CHANGES**

ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Trash Can Liners	1.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
47121701			

**Extended Description :**

**ADDENDUM\_1: Statewide contract for Polyethylene Trash Can Liners**

Line	Event	Event Date
1	Technical Questions due by 4:00 pm EST	2016-04-13

<b>SWC1600000007</b>	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM_1 Polyethylene Trash Can Liner	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**SOLICITATION NUMBER: CRFQ SWC1600000007**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as ("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. Vendor Questions and Responses attached.
2. To delete specification section 6.1 Delivery Time in its entirety and replace with the following listed in Response 13 in attachment A.
3. To include the previous vendor supplied 2015 usage report.

NO OTHER CHANGES MADE.

**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.

Revised 6/8/2012

ADDENDUM\_1

CRFQ 0212 SWC160000007  
Statewide Contract for Polyethylene Trash Can Liners

ATTACHMENT A

## Questions and Responses

- 1. Question:** Can we call UPS at our expense and pick up a sample of each bag currently used?
- 1. Response:** No, samples are not available and past products are not relevant to this solicitation.
- 2. Question:** Regarding the garbage bags, can you provide us with the following information: what thickness, case count (liners per case) and case weight (lbs. per case) was purchased for each of these bags?
- 2. Response:** lbs. per case is not available. Thickness and case count for 2015 are listed at the bottom of this attachment.
- 3. Question:** Can you confirm how many locations would be expecting delivery?
- 3. Response:** No, this solicitation is for a statewide contract to be used by any state agency desiring to purchase trash can liners. It is not possible to determine all the available locations that may utilize this contract.
- 4. Question:** Is there a loading dock and pallet jack at the location(s) to assist with unloading?
- 4. Response:** Unable to determine. Refer to question 3 response.
- 5. Question:** Will this be awarded by line item, a whole or by section?
- 5. Response:** The contract will be awarded "in whole" to the lowest responsible bidder meeting all the mandatory specifications of the solicitation.
- 6. Question:** how many delivery locations actually utilize this contract?
- 6. Response:** Unable to determine, please see response to question 3 above.
- 7. Question:** About how often are orders placed (monthly, quarterly, or other)?
- 7. Response:** Orders will be randomly placed "as needed" by the agencies.
- 8. Question:** What is an approximate case order?
- 8. Response:** Order amounts will vary depending upon need.
- 9. Question:** Are sample bags available to be shipped to us at our expense (we can provide our ups/FedEx shipping #).
- 9 Response:** No, please refer to Response 1.
- 10. Question:** It looks like there is no order minimums? Could you please confirm typical order quantities and number of delivery locations?
- 10. Response:** unable to determine typical order quantities or number of delivery locations as this solicitation is for a statewide contract to be used by any agency desiring to purchase trash can liners. It is not possible to list all the available locations that may utilize this contract.

ADDENDUM\_1

CRFQ 0212 SWC160000007  
Statewide Contract for Polyethylene Trash Can Liners

ATTACHMENT A

## Questions and Responses

**11. Question:** Are there tabulations for the previous bid cycle? Or is that the same as the current numbers shown in the "previous orders" tab on WVOasis?

**11. Response:** Contract documentation for any previous solicitation may be obtained by official request under the Freedom of Information Act (FOIA). Please refer to the previous vendor 2015 usage report at the end of this letter for the most recent orders.

**12. Question:** The prior bid for trash can liners required the Bidder's manufacturer to complete a *Manufacturer's Certification*. This document assured the State the manufacturer was aware of the technical requirements and certified the product(s) produced by the manufacturer would meet or exceed the States printed technical specifications. This assured the State they would receive compliant product. We recommend the inclusion of this document in this bid.

From bid CANLINE11A:

**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.**

**12. Response:** This will not be included with this solicitation. Section 3.2.5 permits the State of WV to perform periodic testing at will to assure product compliance.

**13. Question:** Section 6, *Delivery and Return*, paragraph 6.1, *Delivery Time*, concludes with the sentence 'Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.' The prior contract, CANLINE11A required a minimum order of \$300.00 for FOB destination delivery. The current bid does not state a minimum order requirement. We recommend the inclusion of a minimum order of at least \$300.00.

**13. Response:** Although CANLINE11A has no bearing upon this solicitation, after further consideration section 6.1 has been deleted in its entirety and is replaced by the following:

**6.1 Delivery Time:** Vendor shall deliver standard orders within 10 working days after orders are received. Vendor shall deliver emergency orders within 5 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

All orders from this contract totaling \$200.00 or more shall be delivered FOB Destination: (Vendor shall pay all shipping charges).

All orders less than \$200.00 shall be delivered FOB: Shipping Point. Any transportation charges shall be itemized as a separate charge. Vendor must include

ADDENDUM\_1

CRFQ 0212 SWC160000007  
 Statewide Contract for Polyethylene Trash Can Liners

ATTACHMENT A

Questions and Responses

the invoice from shipper with their invoice to verify actual shipping cost. The agency will only pay the actual shipping cost.

Agencies may make small purchases (under the \$200.00) from a local source if pricing includes delivery and a savings results. Note: Agencies are not permitted to string orders to circumvent purchasing policy.

**14. Question:** Historically the State required item samples to determine if submitted bids met the item specifications as part of evaluating responses. This was a requirement for Bid CANLINE11A and determined to be a valuable tool in determining the Intend to Award. We recommend adding this term as a requirement for this bid.

**14. Response:** Samples are not required for this solicitation and will not be accepted.

**15. Question:** With this submission of the above mentioned bid, are samples required? I don't see anything listed in the bid documents, but I want to confirm?

**15. Response:** No, please refer to response 14.

West Virginia CANLINE11A 2015 usage

Item	Item number	Size	Thickness	Case Pack	color	2015 usage
1	9910914	15" x 9" x 23"	1.5 MI	200	black	150
2	9910916	15" x 9" x 23"	1.5 MI	200	black	421
3	9911244	15" x 9" x 23"	1.5 MI	200	black	3,822
4	9911428	15" x 9" x 23"	1.5 MI	200	black	1,906
5	9911245	20" x 13" x 40"	1.5 MI	100	black	7,961
6	9911246	22" x 16" x 58"	2.0 MI	100	black	8,363
7	9911247	23" x 17" x 48"	1.5 MI	100	black	470
8	9911248	23" x 17" x 48"	2.0 MI	100	black	196
9	9911249	23" x 17" x 48"	2.5 MI	100	black	255
10	9911250	23" x 17" x 48"	2.0 MI	100	black	discontinued
11	9911251	23" x 17" x 48"	2.5 MI	100	black	discontinued
12	9940279	15" x 9" x 23"	.5 MI	500	clear	52
19	9911252	15" x 9" x 23"	1.5 MI	200	clear	198
14	9911253	20" x 13" x 40"	1.5 MI	100	clear	202
15	9911254	22" x 16" x 58"	2.0 MI	100	clear	440
16	9911255	23" x 17" x 48"	1.5 MI	100	clear	43
17	9911256	23" x 17" x 48"	2.0 MI	100	clear	20
18	9911257	23" x 17" x 48"	2.5 MI	100	clear	100

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: SWC160000007**

**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 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.

RD Wilson Sons & Co.  
Company

Kali Mead  
Authorized Signature

4 / 26 / 16  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012