



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

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 240507

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 1400

Vendor ID: 000000221520

SO Doc ID: AGR1700000002

Legal Name: MACRO PLASTICS INC

Published Date: 7/29/16

Alias/DBA:

Close Date: 8/16/16

Total Bid: \$85,680.00

Close Time: 13:30

Response Date: 08/08/2016

Status: Closed

Response Time: 17:45

Solicitation Description: Vented Agricultural Bulk Containers

Total of Header Attachments: 0

Total of All Attachments: 0



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

State of West Virginia  
Solicitation Response

Proc Folder : 240507  
Solicitation Description : Vented Agricultural Bulk Containers  
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-08-16 13:30:00	SR 1400 ESR08081600000000563	1

VENDOR
000000221520 MACRO PLASTICS INC

Solicitation Number: CRFQ 1400 AGR17000000002

Total Bid : \$85,680.00      Response Date: 2016-08-08      Response Time: 17:45:00

Comments:

FOR INFORMATION CONTACT THE BUYER Linda Harper (304) 558-0468 linda.b.harper@wv.gov
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Signature on File	FEIN #	DATE
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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	Vented Agricultural Bulk Containers	560.00000	EA	\$153.000000	\$85,680.00

Comm Code	Manufacturer	Specification	Model #
24112000			

Extended Description :	Vented Agricultural Bulk Containers
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**Comments:** Bin price is \$145.00 ea. plus freight. Price quoted includes freight based on shipping in full truckload quantities of 112 ea. Freight rate is \$890.00 per truckload.



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

State of West Virginia  
Request for Quotation  
01 — Agricultural

Proc Folder: 240507

Doc Description: Vented Agricultural Bulk Containers

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-07-29	2016-08-16 13:30:00	CRFQ 1400 AGR1700000002	1

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

Macro Plastics, Inc.  
2250 Huntington Drive  
Fairfield, CA 94533

502-647-5353 x101

**FOR INFORMATION CONTACT THE BUYER**

Linda Harper

(304) 558-0468

[linda.b.harper@wv.gov](mailto:linda.b.harper@wv.gov)

Signature X

FEIN # 68-0285009

DATE August 8, 2016

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division for the Agency, The West Virginia Department of Agriculture is soliciting bids from qualified vendors to establish an "Open-End" contract for the purchase of Vented Agricultural Bulk Containers per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E  CHARLESTON WV25305-0173  US		BUILDING TRADE SPECIALIST HUNTINGTON NATIONAL GUARD ARMORY 800 VIRGINIA AVE, W  HUNTINGTON WV 25704  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vented Agricultural Bulk Containers	560.00000	EA	\$153.00	\$85,680.00

Comm Code	Manufacturer	Specification	Model #
24112000	Macro Plastics, Inc.	MACROBIN 34-FVLFWP W/CTR FT W/TAN FT (IVORY) PP	34-FVLF W/Ctr Ft

**Extended Description :**

Vented Agricultural Bulk Containers      Bin price is \$145.00 ea plus freight. Price above is based on full truckload qty of 112 bins per truck with freight costs of \$890.00 per truckload.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2016-08-08

AGR1700000002	<b>Document Phase</b> Final	<b>Document Description</b> Vented Agricultural Bulk Containers	<b>Page 3</b> of 3
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#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: Macro Plastics, Inc.

Authorized Signature: Cheryl D. Corbin Date: Aug. 8, 2016

State of Kentucky

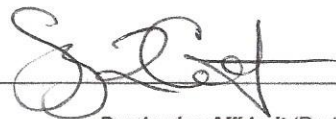
County of Shelby, to-wit:

Taken, subscribed, and sworn to before me this 08<sup>th</sup> day of August, 2016.

My Commission expires 7-7-2020, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 08/01/2015)

SKYLAR COTTON 560334  
NOTARY PUBLIC ID  
STATE AT LARGE, KY  
My Commission Expires 7-7-2020



	Quantities are estimates only for evaluation purposes
	EXHIBIT A - PRICING PAGE

EXHIBIT A - PRICING PAGE				
Item	Unit	Price	Quantity	Total
1.00	1.00	1.00	1.00	1.00
2.00	2.00	2.00	2.00	2.00
3.00	3.00	3.00	3.00	3.00
4.00	4.00	4.00	4.00	4.00
5.00	5.00	5.00	5.00	5.00
6.00	6.00	6.00	6.00	6.00
7.00	7.00	7.00	7.00	7.00
8.00	8.00	8.00	8.00	8.00
9.00	9.00	9.00	9.00	9.00
10.00	10.00	10.00	10.00	10.00
11.00	11.00	11.00	11.00	11.00
12.00	12.00	12.00	12.00	12.00
13.00	13.00	13.00	13.00	13.00
14.00	14.00	14.00	14.00	14.00
15.00	15.00	15.00	15.00	15.00
16.00	16.00	16.00	16.00	16.00
17.00	17.00	17.00	17.00	17.00
18.00	18.00	18.00	18.00	18.00
19.00	19.00	19.00	19.00	19.00
20.00	20.00	20.00	20.00	20.00
21.00	21.00	21.00	21.00	21.00
22.00	22.00	22.00	22.00	22.00
23.00	23.00	23.00	23.00	23.00
24.00	24.00	24.00	24.00	24.00
25.00	25.00	25.00	25.00	25.00
26.00	26.00	26.00	26.00	26.00
27.00	27.00	27.00	27.00	27.00
28.00	28.00	28.00	28.00	28.00
29.00	29.00	29.00	29.00	29.00
30.00	30.00	30.00	30.00	30.00
31.00	31.00	31.00	31.00	31.00
32.00	32.00	32.00	32.00	32.00
33.00	33.00	33.00	33.00	33.00
34.00	34.00	34.00	34.00	34.00
35.00	35.00	35.00	35.00	35.00
36.00	36.00	36.00	36.00	36.00
37.00	37.00	37.00	37.00	37.00
38.00	38.00	38.00	38.00	38.00
39.00	39.00	39.00	39.00	39.00
40.00	40.00	40.00	40.00	40.00
41.00	41.00	41.00	41.00	41.00
42.00	42.00	42.00	42.00	42.00
43.00	43.00	43.00	43.00	43.00
44.00	44.00	44.00	44.00	44.00
45.00	45.00	45.00	45.00	45.00
46.00	46.00	46.00	46.00	46.00
47.00	47.00	47.00	47.00	47.00
48.00	48.00	48.00	48.00	48.00
49.00	49.00	49.00	49.00	49.00
50.00	50.00	50.00	50.00	50.00
51.00	51.00	51.00	51.00	51.00
52.00	52.00	52.00	52.00	52.00
53.00	53.00	53.00	53.00	53.00
54.00	54.00	54.00	54.00	54.00
55.00	55.00	55.00	55.00	55.00
56.00	56.00	56.00	56.00	56.00
57.00	57.00	57.00	57.00	57.00
58.00	58.00	58.00	58.00	58.00
59.00	59.00	59.00	59.00	59.00
60.00	60.00	60.00	60.00	60.00
61.00	61.00	61.00	61.00	61.00
62.00	62.00	62.00	62.00	62.00
63.00	63.00	63.00	63.00	63.00
64.00	64.00	64.00	64.00	64.00
65.00	65.00	65.00	65.00	65.00
66.00	66.00	6		

Item No.	Description	Model No/Brand Name	Quantity	Unit Price	Extended Amount
3.1.1	Vented Agricultural Bulk Container	Macro Bin Model 34-FV. Vented bulk Container 44" x 48" x 34"	560	145.00	81,200.00
	Freight	From Shelbyville, Ky	5	890.00	4,450.00
	Failure to use this form may result in disqualification	GRAND TOTAL (Includes Shipping Charges)			\$ 85,650.00
Bidder / Vendor Information					
Name:	MACRO PLASTICS, INC.				
Address:	2250 HUNTINGTON DR. FAIRFIELD, CA 94533				
Phone:	502-647-5353 x101				
Email Address:	ccorbin@macroplastics.com				
Authorized Signature:	Cheng D. Corbin				

## 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 Vendor Preference, if applicable.

**1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Macro Plastics, Inc.

Signed: Charles D. Corbin

Date: August 8, 2016

Title: Customer Service Representative

**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.

Cheryl D. Corbin, Customer Service Representative

(Name, Title)

Cheryl D. Corbin, Customer Service Representative

(Printed Name and Title)

545 Pearce Industrial Road, Shelbyville, KY 40065

(Address)

PH: 502-647-5353 x101 FAX: 888-388-1607

(Phone Number) / (Fax Number)

ccorbin@macroplastics.com

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

Macro Plastics, Inc.

(Company)

*Cheryl D. Corbin, Customer Service*

(Authorized Signature) (Representative Name, Title)

Cheryl D. Corbin, Customer Service Representative

(Printed Name and Title of Authorized Representative)

August 8, 2016

(Date)

PH: 502-647-5353 x101 FAX: 888-388-1607

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Vented Agricultural Bulk Containers

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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.

<b>Contract Manager:</b>	Cheryl D. Corbin
<b>Telephone Number:</b>	502-647-5353 x101
<b>Fax Number:</b>	888-388-1607
<b>Email Address:</b>	ccorbin@macroplastics.com



**MACRO PLASTICS, INC**  
**FAIRFIELD, CA 94533**  
**Ph. (800) 845-6555 Fax (707) 437-1201**

## ORDER FORM

**BILL TO:**

WV DEPT OF AGR

ACCOUNTS PAYABLE  
PO BOX 37  
HUTTONSVILLE, WV 26273  
P: +1 304-642-3365  
F: +1 304-652-6090

**SHIP TO:**

STATE OF WV

BUILDING TRADE SPECIALIST  
HUNTINGTON NATIONAL GUARD ARMORY  
800 VIRGINIA AVE W  
HUNTINGTON, WV 25704

Purchase Order #	Payment Terms	Est. Ship Earliest	Est. Ship Latest	Ship Via
	PENDING	01/01/1900	01/01/1900	TRUCKLOAD
Order Date	Sales Rep	Emboss Color	Emboss Text	Order #
08/08/2016	BART			QUT00012442

Quantity	UOM	Site	Item #	Description	Unit Price	Extended Price
560	EA	300	1034151240	MACROBIN 34-FVLFWP W/CTR FT W/TAN FT (IVORY) PP	145.00	81,200.00
5	EA	300	9999000300	FREIGHT - FROM KY PLANT	890.00	4,450.00

Comments: FOB: SHELBYVILLE, KY	<b>Subtotal</b>	85,650.00
	<b>Misc</b>	0.00
	<b>Tax</b>	0.00
	<b>Freight</b>	0.00
	<b>Trade Discount</b>	0.00
	<b>Total</b>	\$85,650.00

**Authorizing Buyer's Signature****Date**

\*\*\* FOR INSTRUCTIONS ON SAFE USE AND HANDLING OF MACRO PLASTICS' PRODUCTS, SEE USER GUIDE AT WWW.MACROPLASTICS.COM. \*\*\*

BY SIGNING, BUYER ACKNOWLEDGES THEIR REVIEW OF AND AGREEMENT TO THE TERMS AND CONDITIONS BELOW AND ADDITIONAL TERMS AND CONDITIONS LOCATED AT THE SELLER'S WEBSITE: WWW.MACROPLASTICS.COM

1. ENTIRE AGREEMENT: The person or entity signing above as Buyer ("Buyer") agrees to the terms and conditions set forth in this Order Form and in the "Additional T&C's" (defined in item 6 below), which together constitute the complete and exclusive agreement ("Agreement") between Buyer and Macro Plastics, Inc. ("Seller"), regarding the sale of the products ("Products") designated in this Order Form.
2. LIMITED WARRANTY: Seller provides a limited warranty for the Products, the terms and conditions of which are set forth in the Additional T&C's. Seller makes no other warranties, express or implied. SELLER DISCLAIMS THE WARRANTY AGAINST INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. LIMITATION ON SELLER'S LIABILITY: In no event shall Seller be liable for any consequential or incidental damages. Notwithstanding any other provision of the Agreement, Seller's liabilities under this Agreement, and for any Product-related or caused loss or damage that may be limited by agreement, and are limited to the direct damages recoverable by Buyer under law, not to exceed the damages.
4. LIMITATION PERIOD ON ACTIONS: Any action for breach of contract must be commenced within 13 months after the date the breach occurs.
5. SELLER'S SECURITY INTEREST: Seller retains title to the Products until Buyer performs all of Buyer's obligations under this Agreement. Accordingly, Seller shall have and Buyer hereby grants to Seller a continuing purchase money interest in the Products to secure all of Buyer's obligations under this Agreement. For invoices larger than \$500,000, Seller has the right to file a UCC-1 financing statement.
6. ADDITIONAL TERMS AND CONDITIONS: Additional terms and conditions applicable to this Agreement are posted on Seller's website at [www.macroplastics.com](http://www.macroplastics.com), under the heading, "Terms & Conditions for Macro Plastics, Inc.", ("Additional Terms and Conditions of Sale") all of which are incorporated herein and made a part hereof by this reference.