



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
CANLINE06

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BETTY FRANCISCO 304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
04/19/2006				

BID OPENING DATE: **05/10/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01						
1.						
SPECIFICATIONS, REVISED 4/17/06 ARE ATTACHED. THESE SPECIFICATIONS COVER THE AGREED-UPON CHANGES MADE DURING THE PRE-BID MEETING.						
2.						
REVISED PRICING PAGE IS ATTACHED. THIS PAGE REFLECTS THE CHANGE IN THE THICKNESS OF THE 10 GALLON CAN LINERS AND HAS A LINE ITEM FOR THE TWIST TIES. TWIST TIES ARE NOT REQUIRED IN EACH CASE OF BAGS, BUT MUST BE OFFERED AS AVAILABLE IN A BAG OR CASE OF 100 TIES; SUCH TIES MUST BE A MINIMUM OF 4" IN LENGTH.						
3.						
ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS SHOULD BE SIGNED AND RETURNED WITH BID. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF BID.						
4.						
REMINDER: THE VENDOR CERTIFICATION SHALL BE SIGNED BEFORE ANY CONTRACT CAN BE AWARDED. THIS IS IN ADDITION TO THE CERTIFICATION FROM THE MANUFACTURER THAT THE BAGS BID MEET THE REQUIREMENTS AS STATED IN THIS REQUEST FOR QUOTATION.						
5.						
THE BID OPENING DATE HAS BEEN CHANGED TO MAY 10, 2006 AT 1:30 P.M.						
*****END OF ADDENDUM NO. 01*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

CANLINE06 Specifications and Conditions

A mandatory pre-bid meeting was held on Tuesday, April 18, 2006, at 11:00 a.m. This meeting was held at the Purchasing Division Conference Room located at 2019 Washington Street, East, Charleston, West Virginia 25305 (Building 15 at the Capitol Complex). Only those represented at the meeting are qualified to bid. No one person can represent more than one bidder.

NOTE:

As agreed at the pre-bid meeting, the pricing pages have been revised. Twist ties have been added and the thickness of the smallest 10 gallon bag has been revised to .5 Mil.

1. Can Liners are not required to have twist ties included in each box. However, vendor shall offer them as an option. Such tie shall not be less than four (4) inches in length. This option has been included on the pricing page.
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 15 working days after receipt of order (ARO). Preferred delivery is 10 calendar days ARO. Bids with delivery greater than 15 working days will not be considered. 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. Vendor shall note the number of days required for delivery (calendar or working) on the pricing page.
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 costs shall be itemized as a separate charge.
6. All pricing shown on this bid shall be FOB: Destination and include all delivery charges. (Vendor pays shipping.)
7. Agencies may make small purchases (under the \$300.00) from a local source if pricing includes delivery and a savings results. Note:

CANLINE06 Specifications and Conditions

Agencies are not permitted to string orders to circumvent purchasing policy.

8. Pricing shall be firm for 90 days. Successful bidder may, with 30 days notice, request price increase to be effective after each 90 day period. Such price increase requests must include documentation from the appropriate suppliers to substantiate such price increase. Price increases shall not be done on a percentage basis, and shall be limited to additional pass-through costs that are documented and substantiated by letters or other information from the suppliers.
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 and/or is not suitable 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 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. 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.
13. If the selected vendor fails to meet any provision of the contract, the contract may be canceled immediately.
14. Bidder shall 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 shall deliver the samples to the following address:

Purchasing Division
Attention: Betty L. Francisco
2019 Washington Street, East
Charleston, WV 25305-0130

CANLINE06 Specifications and Conditions

Each sample package shall be labeled with the following information:

RFQ Number: CANLINE05
Item number from the pricing page that the sample represents
Size
Count Per case
Case weight
Bidder Stock/Item Number
Bidder Name:
Bidder Telephone #
Manufacturer of can liner bid

Samples should be delivered in a separate package from the bid document. Samples should be submitted prior to or by the bid opening date and time. These samples may deviate from the required dimensions as referenced in the specifications plus or minus an inch. However, 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 to cover the cost of return mail.

14. Selected vendor shall be required to submit quarterly reports of the total number of cases sold of each contract item. Failure to submit such reports may be cause for cancellation of contract.

CANLINE06
Pricing Page

Vendor: _____

Bidders are requested to type entries.

Vendor should complete all requested information on this sheet.

Item	Size	Description	Thickness	Size	Gross Wt.	Stock #	Mfg	Count Per Case	Net Wt.	Est. Case Qty.	Cost Per Case	Total
Black Can Liners												
1	15" x 9" x 23"	10 Gallons	.5 Mil							3,500		
2	18" x 13" x 40"	30-32 Gallons	1.5 Mil							7,400		
3	22" x 16" x 58"	52 Gallons	2.0 Mil							8,300		
4	23" x 17" x 48"	39-40 Gallons	1.5 Mil							800		
5	23" x 17" x 48"	39-40 Gallons	2.0 Mil							800		
6	23" x 17" x 48"	39-40 Gallons	2.5 Mil							800		
Orange Can Liner												
7	33" x 10" x 39"	Highways	2.5 Mil							800		
Clear Can Liners												
8	15" x 9" x 23"	10 Gallons	5 Mil							20		
9	18" x 13" x 40"	30-32 Gallons	1.5 Mil							300		
10	22" x 16" x 58"	52 Gallons	2.0 Mil							300		
11	23" x 17" x 48"	39-40 Gallons	1.5 Mil							200		
12	23" x 17" x 48"	39-40 Gallons	2.0 Mil							200		
13	23" x 17" x 48"	39-40 Gallons	2.5 Mil							200		
Twist Tie												
14	4" Minimum Length									100		
											Grand Total	
											300	

Bidders - enter charge for inside delivery - per order

Inside Delivery Charge/Cost per order :

Contract Coordinator _____

Telephone No.: _____

Toll Free Phone No.: _____

Fax No.: _____

E-Mail: _____

Signature: _____

Date: _____

Vendor:	Spending Unit:
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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 specifications, 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) is cause for rejection of bids.

Signature

Company

Date