



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  
 CANLINE07

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 JO ANN ADKINS  
 304-558-8802

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
04/23/2007				

BID OPENING DATE: 04/24/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** <b>ADDENDUM NO. 3</b> *****  1. BID OPENING DATE HAS BEEN MOVED TO 05/15/2007.  PLEASE NOTE THE FOLLOWING ATTACHEMENTS: 1. REVISED CANLINE07 SPECIFICATIONS AND CONDITIONS DATED APRIL 20, 2007. (3 PAGES) 2. REVISED PRICING PAGES DATED APRIL 23, 2007 (4 PAGES) 3. QUESTIONS AND ANSWERS (2 PAGES)  ***** <b>END OF ADDENDUM NO. 3</b> *****						

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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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 §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) 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. **BID SUBMISSION:** 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.

**SIGNED BID TO:**

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

## CANLINE07 Specifications and Conditions

\*\*\*\*\*Notice\*\*\*\*\*Notice\*\*\*\*\*Notice\*\*\*\*\*

A mandatory pre-bid meeting shall be held on \_\_\_\_\_ at \_\_\_\_\_ . This meeting shall be held at the Purchasing Division Conference Room located at 2019 Washington Street, East, Charleston, West Virginia 25305 (Building 15 at the Capitol Complex). Failure to attend this meeting shall disqualify vendor from bidding. No one person can represent more than one bidder.

\*\*\*\*\*Notice\*\*\*\*\*Notice\*\*\*\*\*Notice\*\*\*\*\*

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). Required delivery is 10 working days ARO. Bids with delivery greater than 10 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 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 cost 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.

## CANLINE07 Specifications and Conditions

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. An electronic version of the pricing page will be supplied to vendors. Bidders are requested to submit an electronic version of the excel document and return with bid. Additionally, bidders are also requested to include original written document with the Purchasing Division original package. If any deviation exists between the electronic version and the printed version, the printed one shall prevail.
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. Delivery of product to the agencies is of prime importance.
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: Jo Ann Adkins  
2019 Washington Street, East  
Charleston, WV 25305-0130

Each sample package shall be labeled with the following information:

RFQ Number: CANLINE07  
Item number from the pricing page that the sample represents  
Size

## CANLINE07 Specifications and Conditions

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/label to cover the cost of return mail.

15. Selected vendor(s) 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.
16. Contract award will be awarded to the lowest most responsible bid for each region.
17. Price Adjustment Provision: The State of West Virginia will consider bids that contain provisions for price adjustments prior to the original expiration of the contract, provided that such price adjustment covers both upward and downward movement of commodity price, and that adjustment is based on the "Pass Through" increase or decrease of raw materials and/or labor, which make up all or a substantial part of a product. Adjustments are to be based upon an actual dollar figure, not a percentage. All price adjustment requests must be substantiated in a manner acceptable to the Director Purchasing, E.G. governmental bench marks, general market increase, published price lists. Such requests for and increase should be received in writing by the Director of Purchasing at least 30 days in advance of the effective date of the increase. **Four times a year (quarterly)** the vendor may request a price adjustment, the Purchasing Division may either accept the price adjustment and amend the contract accordingly or reject the adjustment in its entirety and cancel the contract.

**CANLINE07 - REGION I  
PRICING PAGE**

**Bidders are requested to type entries.**

Vendor: \_\_\_\_\_

Region I - Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Doddridge, Gilmer, Pleasants, Calhoun, Wirt, Wood, and Tyler

**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	Est. Time of Delivery (ETA)
<b>Black Can Liners</b>													
1	15" x 9" x 23"	10 Gallons	.5 Mil					1000		3,500			
2	15" x 9" x 23"	10 Gallons	1.5 Mil					200		1,000			
3	20" x 13" x 40"	30-32 Gallons	1.5 Mil					100		7,400			
4	22" x 16" x 58"	52 Gallons	2.0 Mil					100		8,300			
5	23" x 17" x 48"	39-40 Gallons	1.5 Mil					100		800			
6	23" x 17" x 48"	39-40 Gallons	2.0 Mil					100		800			
7	23" x 17" x 48"	39-40 Gallons	2.5 Mil					100		800			
<b>Orange Can Liner</b>													
8	33" x 10" x 39"	Highways	2.5 Mil					100		800			
<b>Light Green Can Liner</b>													
9	33" x 10" x 39"	Highways	2.5 Mil					100		800			
<b>Clear Can Liners</b>													
10	15" x 9" x 23"	10 Gallons	.5 Mil					1000		20			
11	15" x 9" x 23"	10 Gallons	1.5 Mil					200		20			
12	20" x 13" x 40"	30-32 Gallons	1.5 Mil					100		300			
13	22" x 16" x 58"	52 Gallons	2.0 Mil					100		300			
14	23" x 17" x 48"	39-40 Gallons	1.5 Mil					100		200			
15	23" x 17" x 48"	39-40 Gallons	2.0 Mil					100		200			
16	23" x 17" x 48"	39-40 Gallons	2.5 Mil					100		200			
<b>Twist Tie</b>													
15	4" Minimum Length									100			
<b>Black Can Liners</b>													
16	15" x 9" x 23"	10 Gallons	1.5 Mil					500		50			
<b>Clear Can Liners</b>													
17	15" x 9" x 23"	10 Gallons	1.5 Mil					500		50			
											<b>Grand Total</b>		

**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: \_\_\_\_\_

CANLINE07 - REGION II  
PRICING PAGES

Bidders are requested to type entries.

Vendor: \_\_\_\_\_

Region II - Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane and Jackson

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	Est. Time of Delivery (ETA)
<b>Black Can Liners</b>													
1	15" x 9" x 23"	10 Gallons	.5 Mil					1000		3,500			
2	15" x 9" x 23"	10 Gallons	1.5 Mil					200		1,000			
3	20" x 13" x 40"	30-32 Gallons	1.5 Mil					100		7,400			
4	22" x 16" x 58"	52 Gallons	2.0 Mil					100		8,300			
5	23" x 17" x 48"	39-40 Gallons	1.5 Mil					100		800			
6	23" x 17" x 48"	39-40 Gallons	2.0 Mil					100		800			
7	23" x 17" x 48"	39-40 Gallons	2.5 Mil					100		800			
<b>Orange Can Liner</b>													
8	33" x 10" x 39"	Dept of Highways	2.5 Mil					100		800			
<b>Light Green Can Liner</b>													
9	33" x 10" x 39"	Highways	2.5 Mil					100		800			
<b>Clear Can Liners</b>													
10	15" x 9" x 23"	10 Gallons	.5 Mil					1000		20			
11	15" x 9" x 23"	10 Gallons	1.5 Mil					200		20			
12	20" x 13" x 40"	30-32 Gallons	1.5 Mil					100		300			
13	22" x 16" x 58"	52 Gallons	2.0 Mil					100		300			
14	23" x 17" x 48"	39-40 Gallons	1.5 Mil					100		200			
15	23" x 17" x 48"	39-40 Gallons	2.0 Mil					100		200			
16	23" x 17" x 48"	39-40 Gallons	2.5 Mil					100		200			
<b>Twist Tie</b>													
15	4" Minimum Length									100			
<b>Black Can Liners</b>													
16	15" x 9" x 23	10 Gallons	1.5 Mil					500		50			
<b>Clear Can Liners</b>													
17	15" x 9" x 23	10 Gallons	1.5 Mil					500		50			
											<b>Grand Total</b>		

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: \_\_\_\_\_

**Bidders are requested to type entries.**

**Vendor:**

Region III - Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor, and Preston  
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	Est. Time of Delivery (ETA)
<b>Black Can Liners</b>													
1	15" x 9" x 23"	10 Gallons	.5 Mil					1000		3,500			
2	15" x 9" x 23"	10 Gallons	1.5 Mil					200		1,000			
3	20" x 13" x 40"	30-32 Gallons	1.5 Mil					100		7,400			
4	22" x 16" x 56"	52 Gallons	2.0 Mil					100		8,300			
5	23" x 17" x 48"	39-40 Gallons	1.5 Mil					100		800			
6	23" x 17" x 48"	39-40 Gallons	2.0 Mil					100		800			
7	23" x 17" x 48"	39-40 Gallons	2.5 Mil					100		800			
<b>Orange Can Liner</b>													
8	33" x 10" x 39"	Dept of Highways	2.5 Mil					100		800			
<b>Light Green Can Liner</b>													
9	33" x 10" x 39"	Highways	2.5 Mil					100		800			
<b>Clear Can Liners</b>													
10	15" x 9" x 23"	10 Gallons	.5 Mil					1000		20			
11	15" x 9" x 23"	10 Gallons	1.5 Mil					200		20			
12	20" x 13" x 40"	30-32 Gallons	1.5 Mil					100		300			
13	22" x 16" x 58"	52 Gallons	2.0 Mil					100		300			
14	23" x 17" x 48"	39-40 Gallons	1.5 Mil					100		200			
15	23" x 17" x 48"	39-40 Gallons	2.0 Mil					100		200			
16	23" x 17" x 48"	39-40 Gallons	2.5 Mil					100		200			
<b>Twist Tie</b>													
15	4" Minimum Length									100			
<b>Black Can Liners</b>													
16	15" x 9" x 23"	10 Gallons	1.5 Mil					500		50			
<b>Clear Can Liners</b>													
17	15" x 9" x 23"	10 Gallons	1.5 Mil					500		50			
											<b>Grand Total</b>		

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: \_\_\_\_\_



CANLINE07 - REGION IV  
PRICING PAGES

Bidders are requested to type entries.

Vendor:

Region IV - Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster and Monroe

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	Est. Time of Delivery (ETA)
<b>Black Can Liners</b>													
1	15" x 9" x 23"	10 Gallons	.5 Mil					1000		3,500			
2	15" x 9" x 23"	10 Gallons	1.5 Mil					200		1,000			
3	20" x 13" x 40"	30-32 Gallons	1.5 Mil					100		7,400			
4	22" x 16" x 58"	52 Gallons	2.0 Mil					100		8,300			
5	23" x 17" x 48"	39-40 Gallons	1.5 Mil					100		800			
6	23" x 17" x 48"	39-40 Gallons	2.0 Mil					100		800			
7	23" x 17" x 48"	39-40 Gallons	2.5 Mil					100		800			
<b>Orange Can Liner</b>													
8	33" x 10" x 39"	Dept of Highways	2.5 Mil					100		800			
<b>Light Green Can Liner</b>													
9	33" x 10" x 39"	Highways	2.5 Mil					100		800			
<b>Clear Can Liners</b>													
10	15" x 9" x 23"	10 Gallons	.5 Mil					1000		20			
11	15" x 9" x 23"	10 Gallons	1.5 Mil					200		20			
12	20" x 13" x 40"	30-32 Gallons	1.5 Mil					100		300			
13	22" x 16" x 58"	52 Gallons	2.0 Mil					100		300			
14	23" x 17" x 48"	39-40 Gallons	1.5 Mil					100		200			
15	23" x 17" x 48"	39-40 Gallons	2.0 Mil					100		200			
16	23" x 17" x 48"	39-40 Gallons	2.5 Mil					100		200			
<b>Twist Tie</b>													
15	4" Minimum Length									100			
<b>Black Can Liners</b>													
16	15" x 9" x 23"	10 Gallons	1.5 Mil					500		50			
<b>Clear Can Liners</b>													
17	15" x 9" x 23"	10 Gallons	1.5 Mil					500		50			

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

Grand Total

Contract Coordinator \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Toll Free Phone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

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

CANLINE07  
QUESTIONS & ANSWERS

1	Q	Page 2 – Please confirm 1.5 mil thickness and required liner color on item 1. Is this in addition to the items listed on the pricing pages?
	A	We will be adding 15"x9"x23" in a 1.5 mil thickness. See Revised Pricing Spreadsheet.
2	Q	Page 2 – Please confirm dates for life of contract.
	A	Life of the contract is firm for 1 year from the date contract is awarded.
3	Q	Page 3 – Suggest allowing price escalation request based upon reasonable industry documentation for contract extension beyond initial period.
	A	See #17 in Revised Canline07 Specifications and Conditions
4	Q	Page 4 – Suggest adding language to paragraph outlining purchasing card acceptance stating this method of payment will be presented to the vendor upon placing of order.
	A	Vendor will not charge VISA card until order is shipped.
5	Q	Page 1 of the Specifications and Conditions, paragraph 8 states... All products bid shall meet the attached specifications... Vendor should not be held financially liable for paragraph 9 on page 2 if this condition is met and agency orders incorrect item for their needs.
	A	Agencies would only be returning a product if it is unsatisfactory in performance and /or it is not suitable for their facility.
6	Q	Page 2 of the Specifications and Conditions, paragraph 13 – May samples of a color other than specified be submitted for evaluation provided the awarded item meets the requirements?
	A	Yes, as long as it meets all other requirements.
7	Q	Do we need to confirm orders?
	A	All orders must be confirmed via fax or email.
8	Q	Would it be possible to increase the thickness if the of the 15 x 9 x 23" (10 gallon) can liners on the next contract to 1.5 mil? Our janitorial workers have complained about these bags being too thin and too easily torn.
	A	Yes this will be added. See Revised Pricing Spreadsheet
9	Q	Would it be possible to zone the state for bidding purposes?
	A	The attached Revised Pricing Spreadsheet is divided into 4 regions. Bid evaluations done by region.

CANLINE07  
QUESTIONS & ANSWERS

10	Q	How will we bill for inside delivery(ies)?
	A	A fixed Inside Delivery Charge is to be submitted on the Revised Pricing Spreadsheet per delivery only.