

Request for

CANLINE11

B04-558-8802

ADDRESS CORRESPONDENCE TO ATTENTION OF BUYER 42

*709003627 800-638-0828 CALICO INDUSTRIES INC 9045 JUNCTION DRIVE

ANNAPOLIS JUNCTION MD

20701-2005

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHT TERMS 04/12/2011 BID OPENING DATE: 04/21/2011 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNITPRICE AMOUNT ADDENDUM NO. 1 ***** QUESTION\$ AND ANSWERS FOR CANLINE11 ADDENDUM ACKNOWLEDGEMENT IS ATTACHED: THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. 0001 ¢s. **665-24-97-001** 1 TRASH CAN LINERS **Samples Submitted under Separate Cover** 2011 APR 20 AM 10: 14 MICDUDOLIADING APR 1 5 2011 SEE REVERSE SIDE FOR TERMS AND CONDITIONS: SIGNATURE 800-638-0828 April 19, 2011 TITLE ADDRESS CHANGES TO BE NOTED ABOVE 13-5551939 <u>rector Contracts</u>

1Q	Will there be a quarterly escalation clause?
1 <u>Q</u>	No
IA	
2Q	Will Calico/Flexall be allowed to bid on this CANLINE11 since they have, in essence defaulted on the current contract?
2A	Yes
3Q	Confirm dimensions for item #11 and #12. Listed as 33"x10"x39" 40 gallon. The standard 40 gallon is a 23"x20"x39"?
3A	The dimensions for item #11 and #12, are listed correctly as 33"x10"x39" 2.5 Mil bags.
4Q	Are you requiring firm pricing for one year?
4A	Yes
5Q	
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EXHIBIT 10

REQUISITION NO.: CANLINE 11

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 2

NO. 1 ..x....

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY 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.

SIGNATURE/

Calico Industries, Inc.

COMPANY -

April 19, 2011 **DATE**

REV. 11/96



Request for

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ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 42 304-558-8802

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Request for Quotation

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CANLINE 11

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 42

<u>304-558-8802</u>

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***709003627** 800-638-0828 CALICO INDUSTRIES INC 9045 JUNCTION DRIVE

ANNAPOLIS JUNCTION MD

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Request for **Quotation**

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BUYER 42

304-558-8802

***709003627** 800-638-0828 CALICO INDUSTRIES INC 9045 JUNCTION DRIVE ANNAPOLIS JUNCTION MD

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WH	EN RESP	ONDING				ADDRESS	IN SPACE ABOVE LABEL	ED 'VENDOR'



Request for Quotation

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BUYER 42 304-558-8802

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Request for Quotation

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CANLINE11 Specifications and Conditions

- 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.
- Orders shall be delivered within 10 working days after receipt of order (ARO). Orders with delivery greater than 10 working days will not be considered delivered on time. 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.
- 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 shall be itemized as a separate charge.
- 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 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.
- 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 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

CANLINE11 Specifications and Conditions

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. Bidders are requested to submit an electronic version of the pricing page and return with bid. Additionally, bidders are also requested to include an original written pricing page with the Purchasing Division original package. If any deviation exists between the electronic version and the printed version, the printed one shall prevail.
- 13. 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.
- 14. If the selected vendor fails to meet any provision of the contract, the contract may be canceled immediately. Product quality & delivery of product to the agencies is of prime importance.
- 15. Bidder must 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 should deliver the samples to the following address no later than 04/21/2011 for metering purpose.

Department of Administration Purchasing Division Attention: Jean Y. Jones 2019 Washington Street, East Charleston, WV 25305-0130

Each sample package shall be labeled with the following information:

CANLINE11 Vendor Name Item Line Number Size and Stock Number

Samples should be delivered in a separate package from the bid document. Samples should be submitted by the bid opening date and time. 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.

16. Selected vendor(s) shall be required to submit quarterly reports of the total number of cases sold and the dollar value of each contract item.

CANLINE11 Specifications and Conditions

These reports should be submitted to Jean.Y.Jones@wv.gov. Failure to submit such reports may be cause for cancellation of contract.

- 17. Contract award will be awarded to the lowest most responsible bid.
- 18. Periodical testing shall be done to ensure can liners are of correct quality, size and mil. Failure to supply product on a timely basis will be cause for cancellation of contract.

CANLINE 10

SPECS FOR <u>CLEAR</u>, <u>ORANGE or GREEN</u> RECYCLED CONTENT TRASH CAN LINERS

SCOPE: This report covers Linear Low Density Polyethylene Recycled Plastics product line intended for use as general purpose trash containers and/or as liners for wastebaskets, garbage cans, janitor carts, drums, and similar applications.

MATERIALS AND CONSTRUCTION: Liners should be manufactured from a minimum 70% select clear recycled polyethylene. To insure uniform strength throughout, the liners should be all tubular construction (no side seals) and constructed with "gusseted bottom seals only. Seals are designed to have no less than 100% of the strength of the raw material from which the liners are manufactured. Minimum physical properties, specific test, methods, and typical values sizes are listed in the following table. Physical properties, specific test methods, and typical values for select sizes are listed in the following table.

PHYSICAL PROPERTY INFORMATION

TEST METHOD	MINIMUM PROPERTIES
	90 gms/mil
	120 gms/mil
	150 gms/mil
GSA 1668 C	100 lbs./mil
ASTM D 882	3000
	2000
	3.8 lbs./mil
	2.6 lbs/mil
ASTM D 882	350
ASTM D 882	450
	TEST METHOD ASTM D 1709 ASTM D 1922 ASTM D 1922 GSA 1668 C ASTM D 882 ASTM D 882

PACKAGING: Case pack liners are stack-folded and placed in corrugated cartons with 200 lb/in2 burst test rating. Cartons shall have a "dispenser opening" to allow bags to be removed without opening the carton lid. Liners shall be stacked in carton in such a manner to facilitate "one-at-a-time" dispensing.

IDENTIFICATION: All cartons are clearly marked with the following: stock number, size, color, count, gallon capacity, film weight, gauge, and responsibility statement (ie. the manufacturer's name and address). In addition, all cartons are stenciled with the following information: date and shift of manufacture, machine number, initials of machine operator, and initials of bag puller.

APPEARANCE: The liners are uniformly made, free from pinholes, tears, creases, cuts, wrinkles, extraneous matter, or other visual defects which might impair their function or use.

CANLINE10

SPECS FOR BLACK RECYCLED CONTENT TRASH CAN LINERS

SCOPE: This report covers Linear Low Density Polyethylene Recycled Plastics product line intended for use as general purpose trash containers and/or as liners for wastebaskets, garbage cans, janitor carts, drums, and similar applications.

MATERIALS AND CONSTRUCTION: Liners should be manufactured from a minimum of 93% recycled polyethylene. To insure uniform strength throughout, the liners should be all tubular construction (no side seals) and constructed with "gusseted bottom seals only. Seals are designed to have no less than 100% of the strength of the raw material from which the liners are manufactured. Minimum physical properties, specific test methods, and typical values sizes are listed in the following table.

PHYSICAL PROPERTY INFORMATION

PROPERTY	TEST METHOD	MINIMUM PROPERTIES
Dart Impact (gms)	ASTM D 1709	45 gms/mil
Elmendorf Tear (gms) MD	ASTM D 1922	55 gms/mil
Elmendort Tear (gms) MD	ASTM D 1922	90 gms/mil 90 lbs./mil
Static Load (lbs)	GSA 1668 C ASTM D 882	3000
Tensile (psi) MD Tensile (psi) TD	ASTM D 882	2000
Break Strength MD	ASTM D 882	3.0 lbs./mil
Break Strength TD	ASTM D 882	2.0 lbs/mil 225
Elongation (%) MD Elongation (%) TD	ASTM D 882 ASTM D 882	350

PACKAGING: Case pack liners are stack-folded and placed in corrugated cartons with 200 lb/in2 burst test rating. Cartons shall have a "dispenser opening" to allow bags to be removed without opening the carton lid. Liners shall be stacked in carton in such a manner to facilitate "one-at-a-time" dispensing.

IDENTIFICATION: All cartons are clearly marked with the following: stock number, size, color, count, gallon capacity, film weight, gauge, and responsibility statement (ie. the manufacturer's name and address). In addition, all cartons are stenciled with the following information: date and shift of manufacture, machine number, initials of machine operator, and initials of bag puller.

APPEARANCE: The liners are uniformly made, free from pinholes, tears, creases, cuts, wrinkles, extraneous matter, or other visual defects which might impair their function or use.

Vendor: Calico Industries, Inc.

					Vendor sho	uld complete a	Ill requested	d informatic	Vendor should complete all requested information on this sheet.	
Item	Size	Description	Thickness	Size	Stock#	Mfg	Count Per Case	Est. Case Qtv.	Cost Per Case	Total
Black Can Liners	n Liners									
~	15" x 9" x 23"	10 Gallons (200/case)	.5 Mil	15" x 9" x 23"	9940314	Webster	200	500	\$4.89	\$2,445.00
7	15" x 9" x 23"	10 Gallons (500/case)	.5 Mil	15" x 9" x 23"	9940278	Webster	500	500	\$10.52	\$5,260.00
ო	15" x 9" x 23"	10 Gallons (200/case)	1.5 Mil	15" x 9" x 23"	9911244	Webster	200	8,000	\$9.58	\$76,640.00
4	15" x 9" x 23"	10 Gallons (500/case)	1.5 Mil	15" x 9" x 23"	9911428	Webster	200	2,000	\$21.06	\$42,120.00
2	20" × 13" × 40"	30-32 Gallons	1.5 Mil	20" x 13" x 40"	9911245	Webster	100	12,000	\$11.32	\$135,840.00
9	22" x 16" x 58"	52 Gallons	2.0 Mil	22" x 16" x 58"	9911246	Webster	100	10,000	\$22.44	\$224,400.00
7	23"×17"×48	39-40 Gallons	1.5 Mil	23" x 17" x 48	9911247	Webster	100	500	\$13.89	\$6,945.00
ဆ	23" x 17" x 48	39-40 Gallons	2.0 Mii	23" x 17" x 48	9911248	Webster	100	100	\$19.33	\$1,933.00
6	23" x 17" x 48	39-40 Gallons	2.5 Mil	23" x 17" x 48	9911249	Webster	100	400	\$24.46	\$9,784.00
9	33" x 10" x 48	56 Gallons	1.5 Mil	33" x 10" x 48	9911463	Webster	100	100	\$16.24	\$1,624.00
Orange Can Liner	an Liner									
-	33" x 10" x 39"	40 Gallons	2.5 Mil	33" x 10" x 39"	9911250	FlexSol	100	1,000	\$28.37	\$28,370.00
		,								
Light Gre	Light Green Can Liner									
12	33" x 10" x 39"	40 Gallons	2.5 Mil	33" x 10" x 39"	9911251	FlexSol	50	50	\$28.37	\$1,418.50
Clear Can Liners	Liners									
13	15" x 9" x 23"	10 Gallons (500/case)	.5 Mil	15" x 9" x 23"	9940279	Webster	200	50	\$12.92	\$646.00
14	15" x 9" x 23"	10 Gallons (200/case)	1.5 Mil	15" x 9" x 23"	9911252	Webster	200	200	\$11.15	\$2,230.00
15	20" x 13" x 40"	30-32 Gallons (100/case)	1.5 Mil	20" x 13" x 40"	9911253	Webster	100	200	\$12.95	\$2,590.00
16	22" x 16" x 58"	52 Gallons (100/case)	2.0 Mil	22" x 16" x 58"	9911254	Webster	100	500	\$25.46	\$12,730.00
17	23"×17"×48	39-40 Gallons (100/case)	1.5 Mil	23" x 17" x 48	9911255	Webster	100	50	\$17.66	\$883.00
18	23"×17"×48	39-40 Gallons (100/case)	2.0 Mil	23" x 17" x 48	9911256	Webster	100	20	\$21.55	\$431.00
19	23"×17"×48	39-40 Gallons (100/case)	2.5 Mil	23"×17"×48	9911257	Webster	100	150	\$23.94	\$3,591.00
Twist Tie										
19	4" Minimum Length	th			9950066SP	Calico	100	100	\$0.00	\$0.00
		Bidders - enter charge for insi	charge for insi	ide delivery - per order	rder			•		
				Inside De	Inside Delivery Charge/Cost per order:	sost per order		300	\$0.00	\$0.00

Signature:

Date:

4/18/2011

04/18/2011

\$559,880.50

Grand Total

E-Mail: bids@calicoindustries.com

Contract Coordinator Michael L. Heverly

Telephone No.: 1 (301) 470-3100

Toll Free Phone No.: 1 (800) 638-0828

Fax No.: 1 (301) 498-2056

Rev. 09/08

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 Resident Vendor Preference, if applicable.

1.	Application is made for 2.5% resident 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% resident 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% resident 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% resident 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% resident 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% resident 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.	
require agains or ded	r understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty st such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency fucted from any unpaid balance on the contract or purchase order.	
author the re-	bmission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and rizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid quired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information ed by the Tax Commissioner to be confidential.	
_	r penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate ges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.	
	er: Calico Industries, Inc. Signed:	
Date:	_	
*Check	k any combination of preference consideration(s) indicated above, which you are entitled to receive.	

RFQ No.	CANLINE11
111 02 110	

STATE OF WEST VIRGINIA **Purchasing Division**

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE	
Vendor's Name: <u>Calico Industries</u> , Inc.	
Authorized Signature:	Date:April 19, 2011
State of <u>Maryland</u>	•
County of Howard, to-wit:	
Taken, subscribed, and sworn to before me this 19 th day of April	, 20 <u>11</u> .
My Commission expires June 1 , 20 11 .	
AFFIX SEAL HERE NOTARY PUBLIC	Man wite Bonto
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