

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

PURCHASE ORDER NO CANLINE11A 1

BLANKET RELEASE 00

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

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

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

800-638-0828 *709003627 CALICO INDUSTRIES INC 9045 JUNCTION DR PO BOX 2005 ANNAPOLIS JUNCTION MD 20701-2005

FEIN/SSN DATE PRINTED TERMS OF SALE 135551939 NET 30 11/14/2011 FREIGHT TERMS ACCOUNT NUMBER SHIP VIA MUL-MUL PREPAID INATION BEST WAY VENDOR ITEM NO. QUANTITY UOP AMOUNT UNIT PRICE LINE ITEM NUMBER DELIVERY DATE CAT NO. Purchasing Division's File BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE CAN LINERS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. SUBMITTED PRICING NOTE: ITEMS 10 & 11 FROM VENDOR'S SHEET WILL NOT BE COVERED ON THIS CONTRACT. HIVINEL **** THE FOLLOWING IS INCORPORATED HEREIN BY *** REFERENCE AND MADE A PART HEREOF: REQUEST FOR QUOTATION DATED 06/22/2011. ALL SHECIFICATIONS AND ADDENDA THERETO. VENDOR'S BID DATED 07/20/2011. SAMPLES SUBMITTED AS PROOF OF QUALITY. PURCHASING DIVISION CERTIFIED ENCLIMATES SAMPLES SHALL BE RETAINED AND FAILURE TO NOTE: SUPPLY THE QUALITY LEVEL AS SUBMITTED MAY BE NOV 2 2 2011 GROUNDS FOR CANCELLATION OF THE CONTRACT. Beverly Toler DELIVERY SHALL BE MADE WITHIN 10 DAYS OF DELIVERY: RECEIVING AN ORDER. FAILURE TO DELIVER ON TIME MAY BE GROUNDS FOR CANCELLATION

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

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304-558-8802

PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE: Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW: 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.
- 3. NON-FUNDING: All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
- 4. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS: This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- **6. ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION: The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES: Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
- 11. TAXES: The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 12. RENEWAL: 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, the State may deem this contract null and void, and terminate such contract without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 16. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 17. ANTITRUST: In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

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

PURCHASE ORDER NO.... CANLINE11A PAGE 2

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AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

ALL STATE AGENCIES

BY ORDER

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VARIOUS LOCALES AS INDICATED
BY ORDER

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

VARIOUS LOCALES AS INDICATED

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ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS

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Vendor:

Item

CANLINE11
PRICING PAGE Vendor should complete all requested information on this sheet.

Black Can Liners Orange Can Liner Clear Can Liners ight Green Can Liner Twist Tie 74 3 19 15" x 9" x 23" 10 Gallons 15" x 9" x 23" 10 Gallons 20" x 13" x 40" 30-32 Gallons 22" x 16" x 58" 52 Gallons 23" x 17" x 48 39-40 Gallons 23" x 17" x 48 39-40 Gallons 20" x 13" x 40" 22" x 16" x 58" 23" x 17" x 48 15" x 9" x 23" 15" x 9" x 23" 15" x 9" x 23" 23" × 17" × 48 23" × 17" × 48 15" × 9" × 23" Minimum Length 23" × 17" × 48 Size 10 Gallons (200/case) 10 Gallons (500/case) 30-32 Gallons 10 Gallons (200/case) 10 Gallons 30-32 Gallons 39-40 Gallons 39-40 Gallons 52 Gallons 10 Gallons (500/case) 39-40 Gallons 39-40 Gallons 39-40 Gallons 39-40 Gallons Description Bidders - enter charge for inside delivery - per order Thickness 1.5 Mil 1.5 Mil 1.5 Mil 2.0 Mil 1.5 MI 2.0 Mil 5 MI 1.5 Mil 1.5 Mil 2.0 Mil 1.5 Mil 5 Mil 15" x 9" x 23" 20" x 13" x 40" 22" x 16" x 58" 23" x 17" x 48 23" x 17" x 48 23" x 17" x 48 15" x 9" x 23" 15" x 9" x 23" 20" x 13" x 40" 22" x 16" x 58" 23" x 17" x 48 23" x 17" x 48 23" x 17" x 48 15"x9"x23" 15"x9"23" 15"x9"x23" Size Inside Delivery Charge/Cost per order : 9940314 9940278 9911244 9911428 9911245 9911246 9911247 9911247 Stock # 9940279 9911252 9911253 9911254 9911256 9911256 9911257 9911249 Webster Mfg Webster Webster Webster Count Per Case 200 500 200 100 100 100 100 100 100 Est. Case Qty. Cost Per Case Grand Total \$8.62 \$20.99 \$9.99 \$10.86 \$21.35 \$13.89 \$19.00 \$4.87 \$12.95 \$26.82 \$17.87 \$13.40 \$24.60 \$31.27 \$0.00 \$0.00 Total

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

E-Mail: bids@calicoinduslnes.com

04/18/2011

Signature:

Date:

8/12/2011

CANLINE11A

- 1) Q. We will be representing 4 distributors that are submitting pricing for our liners on this bid for you. I would like to know if the samples that are needed would be sent directly to you stating of course for "All Distributors" or do the distributors need to present them individually with their pricing at the time of the bid opening?
 - A. Please note that the samples need to reflect what bidder is sending them in against their bid. They need to be identified as to the Bidder and RFQ number that they go along with.
- 2) Q. I found out today when I delivered my can liner bid and samples that the bid opening date had been changed until August 17th. Is there any way in the future that I would receive notice of the change orders. I was out of the office today and maybe notification was faxed to me today. I have not had a chance to read the bid again. Was there any changes other than opening date on the bid.
 - A. If you are a registered vendor you can go on to our website, at www.state.wv.us/admin/purchase, go to the Purchasing Bulletin, sign-in, click on the RFQ, and download any applicable addendums. If you are not a registered vendor, you can call the bid request line at (304) 558-2063, give them the RFQ number and request any applicable addendums that may have been issued. It is the vendor's responsibility to follow-up on any changes that may be applicable. We do however, send out to the vendors, that we are aware of, copies of the addendum and they are scanned and on-line immediately when the addendum is released.
 - 3) Q. I see canline11a has been extended. Any particular reason? We have already submitted our bid. Can we get it back to rework it or do we need to submit a new bid?
 - A. It was extended due to technical issues. No, you can not get your bid back, if you need to make a revision to your bid, you need to send a new bid stating that it supersedes, the previous bid that you have submitted.
 - 4) Q. I was inquiring about the can liner bid. Is it only one item on the bid? My manufacturer called me and told me it was 19 items on the bid. The bid only has one item on it. The small liners. Are there more items on it?
 - A. Please refer to page 10 of the RFQ, the cost sheet. There are 19 line items to be bid.

CANLINE11A Specifications and Conditions

- 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.
- 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.
- All orders from this contract totaling \$300.00 or more shall be delivered FOB: Destination (Vendor shall pay all shipping charges.)
- 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.)
- Orders requiring inside delivery will be billed the quoted inside delivery charge. All inside delivery charges shall be itemized as a separate charge.
- 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.
- All products bid must meet the attached specifications, listed on the pricing page 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

CANLINE11A 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 of each item bid will be disqualified. Bidders must deliver the samples to the following address no later than bid opening date 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:
CANLINE11A
Vendor Name
Item Line Number

Size and Stock Number

Samples should be delivered in a separate package from the bid document. Samples must be submitted by the bid opening date and time. The actual awarded items must meet the size and mil as required in the specifications and listed on the pricing page for each item.

Liners will be tested by the West Virginia Dept. of Labor, Weights and Measures Section, for correct Mil Thickness and Liner size. For Evaluation Purposes, bags average mil thickness cannot be less than 10% of specified mil thickness on pricing page. Dimension of Bag-

CANLINE11A Specifications and Conditions

Shall not be more than 1" less than specifications nor more than 5" greater than specified.

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. These reports should be submitted to jean.Y.Jones@wv.gov. Failure to submit such reports may be cause for cancellation of contract.
- Contract award will be awarded to the lowest most responsible bid meeting specifications.
- 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.

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

PROPERTY	TEST METHOD	MINIMUM PROPERTIES
Dart Impact (gms)	ASTM D 1709	90 gms/mil
Elmendorf Tear (gms) MD	ASTM D 1922	120 gms/mil
Elmendort Tear (gms) MD	ASTM D 1922	150 gms/mil
Static Load (lbs)	GSA 1668 C	100 lbs./mil
Tensile (psi) MD	ASTM D 882	3000
Tensile (psi) TD	ASTM D 882	2000
Break Strength MD	ASTM D 882	3.8 lbs./mil
Break Strength TD	ASTM D 882	2.6 lbs/mil
Elongation (%) MD	ASTM D 882	350
Elongation (%) TD	ASTM D 882	450

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.

CANLINE11A

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
HE THEORY OF THE PROPERTY OF T	ASTM D 1709	45 gms/mil
Dart Impact (gms)	ASTM D 1922	55 gms/mil
Elmendorf Tear (gms) MD Elmendort Tear (gms) MD	ASTM D 1922	90 gms/mil
Static Load (lbs)	GSA 1668 C	90 lbs./mil
Tensile (psi) MD	ASTM D 882	3000
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
Elongation (%) MD	ASTM D 882	225
Elongation (%) TD	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.