



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

State of West Virginia
Master Agreement

Order Date: 2014-11-05

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

Order Number: CMA 0212 0212 CANLINE11A	Procurement Folder: 161
Document Name: Converted CANLINE11A	Reason for Modification: Change Order 3: to Extend contract six months, effective from 11/15/2014 to 05/14/2015
Document Description: CAN LINERS	
Procurement Type: Statewide MA (Open End)	
Buyer Name:	
Telephone:	
Email:	
Shipping Method: Best Way	Effective Start Date: 2011-11-15
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2015-05-14

VENDOR	DEPARTMENT CONTACT
CALICO INDUSTRIES INC 9045 JUNCTION DR ANNAPOLIS JUNCTION MD 207012005 US Vendor Contact Phone: (800) 638-0828 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Robert Kilpatrick Requestor Phone: (304) 558-0067 Requestor Email: robert.p.kilpatrick@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

<i>11/15/14</i> PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: <i>11/15/14</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>11/16/14</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>NOV 18 2014</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:
CAN LINERS

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	47121701			CASE	\$0.000000

Description: Trash bags

Extended Description:

Total Order Amount	Open End
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CANLINE11A	Document Phase Pending	Document Description CAN LINERS	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 the 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.



Post Office Box 2005, Annapolis Junction, Maryland 20701-2005 • (301) 470-3100 • Fax: (301) 498-2056
Website: www.calicoindustries.com • E-mail: calico@calicoindustries.com

October 27, 2014

10/31/14 10:36:30AM
West Virginia Purchasing Division

Mr. Robert P Kilpatrick, Senior Buyer
West Virginia Department of Administration
Purchasing Office
2019 E. Washington Street
Charleston, WV 25305

Re: Contract CANLINE11A, Trash Can Liners
VIA ELECTRONIC AND FIRST CLASS MAIL

Dear Mr. Kilpatrick:

Calico Industries, Inc. with this letter is offering to extend the above referenced contract for an additional six months. We make this offer to allow the state adequate time to process a bid and establish a new contract. If accepted, the current terms and conditions as well as pricing would remain in effect through May 14, 2015.

Calico thanks you for the opportunity to be of service to the agencies of the state of West Virginia. Please do not hesitate to contact us if any additional information is needed. We await your kind reply.

Sincerely,

Jon M. Jaret
Custodial Bids and Contracts