



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
CANLINE10

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
Calico Industries, Inc.
9045 Junction Drive
Annapolis Junction, MD 20701-2005
Michael L. Heverly

SHIP TO

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

DATE PRINTED 05/27/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
-----------------------------------	---------------	----------	-----	---------------

BID OPENING DATE: **08/19/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
1.				CANLINE10 REQUEST FOR QUOTATION, ATTACHED.		
2.				CANLINE10 BID OPENING DATE HAS BEEN MOVED TO AUGUST 19, 2010.		
3.				BIDDERS MUST SUPPLY FOUR (4) INDIVIDUAL BAG SAMPLES FOR EACH ITEM BID. EACH SAMPLE BAG MUST HAVE THE CANLINE10 ITEM NUMBER, STOCK NUMBER AND VENDOR NAME NOTED ON THE SAMPLE BAG.		
***** END OF ADDENDUM NO. 1 *****						
0001	1	CS		665-24-97-001		
	TRASH CAN LINERS					
	15" X 9" X 23" (SMALL), LOW DENSITY POLYETHYLENE, 1.5 MIL THICKNESS, 500/CASE.					

RECEIVED

2010 AUG 23 A 9:51

**PURCHASING DIVISION
 STATE OF WV**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE **800-638-0828** DATE **8/16/10**

TITLE **Sr. Director Bids/Contracts** FEIN **13-5551939** 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 fee.
5. All services performed or goods delivered under State Purchase Order/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, 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, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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
CANLINE10

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Calico Industries, Inc.
9045 Junction Drive
Annapolis Junction, MD 20701-2005
Michael L. Heverly

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

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/10/2010				

BID OPENING DATE: **08/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	CS		665-24-97-001		
<p>TRASH CAN LINERS</p> <p>15" X 9" X 23" (SMALL), LOW DENSITY POLYETHYLENE, 1.5 MIL THICKNESS, 500/CASE.</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE 800-638-0828	DATE 8/16/10
TITLE Sr. Director Bids/Contracts	FAX 13-5551939	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
CANLINE10

PAGE
2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

Calico Industries, Inc.
 9045 Junction Drive
 Annapolis Junction, MD 20701-2005
 Michael L. Heverly

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/10/2010				

BID OPENING DATE: 08/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	800-638-0828	8/16/10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Sr. Director Bids/Contracts	13-5551939		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
CANLINE10

PAGE
3

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Calico Industries, Inc.
 9045 Junction Drive
 Annapolis Junction, MD 20701-2005
 Michael L. Heverly

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/10/2010				

BID OPENING DATE: **08/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S</p> <p>NO. 1 ✓</p> <p>NO. 2 ✓</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 800-638-0828 DATE: 8/16/10

TITLE: Sr. Director Bids/Contracts FEIN: 13-5551939 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
CANLINE10

PAGE
4

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

VENDOR
 RFQ COPY
 TYPE NAME/ADDRESS HERE
 Calico Industries, Inc.
 9045 Junction Drive
 Annapolis Junction, MD 20701-2005
 Michael L. Heverly

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
05/10/2010				

BID OPENING DATE: **08/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 3	✓				
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p>..... SIGNATURE</p> <p>..... Calico Industries, Inc. COMPANY</p> <p>..... August 16, 2010 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	800-638-0828	8/16/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sr. Director Bids/Contracts	13-5551939	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
CANLINE10

PAGE
5

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

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

Calico Industries, Inc.
 9045 Junction Drive
 Annapolis Junction, MD 20701-2005
 Michael L. Heverly

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
05/10/2010				

BID OPENING DATE: **08/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: CANLINE10</p> <p>BID OPENING DATE: 08/15/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">301-575-0131</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 800-638-0828	DATE 8/16/10
TITLE Sr. Director Bids/Contracts	FEIN 13-5551939	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
CANLINE10

PAGE
6

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

Calico Industries, Inc.
 9045 Junction Drive
 Annapolis Junction, MD 20701-2005
 Michael L. Heverly

S
H
I
P
T
O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/10/2010				

BID OPENING DATE: **08/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				Michael L. Heverly		
***** THIS IS THE END OF RFQ CANLINE10 ***** TOTAL:						<u>\$461,322.80</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE 800-638-0828 DATE 8/16/10

TITLE Sr. Director Bids/Contracts FEIN 13-5551939 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

*****Notice*****Notice*****Notice*****

A mandatory pre-bid meeting shall be held on May 27, 2010 at 10:00AM. 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.

CANLINE10 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.
12. 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.
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 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 no later than 06/15/2010 for metering purpose.

Purchasing Division
Attention: Jo Ann Adkins
2019 Washington Street, East
Charleston, WV 25305-0130

Each sample package shall be labeled with the following information:

CANLINE10 Specifications and Conditions

RFQ Number: CANLINE07

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/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 of each contract item. Failure to submit such reports may be cause for cancellation of contract.
17. Contract award will be awarded to the lowest most responsible bid for each region.
18. Periodical testing shall be done to ensure can liners are of correct quality, size and mil. Failure to supply specified lines will be cause for cancellation of contract.

CANLINE10

SPECS FOR CLEAR, ORANGE or GREEN 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
Elmendorf Tear (gms) TD	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.

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
Elmendorf Tear (gms) TD	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.

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.

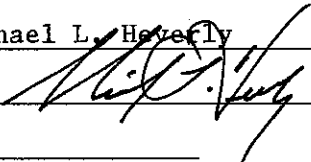
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality 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: Michael L. Haverly

Authorized Signature:  Date: 8/16/10

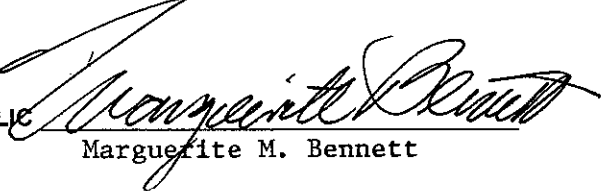
State of Maryland

County of Howard, to-wit:

Taken, subscribed, and sworn to before me this 16th day of August, 2010.

My Commission expires June 11, 2010.

AFFIX SEAL HERE

NOTARY PUBLIC 
Marguerite M. Bennett

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.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Calico Industries, Inc.

Signed: [Signature]

Date: August 16, 2010

Title: Sr. Director of Bids/Contracts

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



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
CANLINE10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS
804-558-8802

VENDOR

*709003627 800-638-0828
CALICO INDUSTRIES INC
9045 JUNCTION DRIVE
ANNAPOLIS JUNCTION MD
20701-2005

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
06/02/2010				

BID OPENING DATE: **08/19/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 2 *****</p> <p>1. CANLINE10 PRICING PAGE REVISED 06/02/2010, ATTACHED.</p> <p>2. MANDATORY SIGN IN SHEET, ATTACHED.</p> <p>***** END OF ADDENDUM NO. 2 *****</p>						
0001	1	CS		665-24-97-001		
<p>TRASH CAN LINERS</p> <p>15" X 9" X 23" (SMALL), LOW DENSITY POLYETHYLENE, 1.5 MIL THICKNESS, 500/CASE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 800-638-0828	DATE 8/19/10
TITLE Sr. Director Bids/Contracts FEIN 13-5551939	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**CANLINE10
PRICING PAGE**

Vendor: Calico Industries, Inc. - ALL REGIONS

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 (200/case)	.5 Mil	15x9x23	4.7	9940278SP	Flexsol	200	4.2	500	\$4.26	\$2,130.00
2	15" x 9" x 23"	10 Gallons (500/case)	5 Mil	15x9x23	11	9940278	Flexsol	500	10.5	500	\$10.66	\$5,330.00
3	15" x 9" x 23"	10 Gallons (200/case)	1.5 Mil	15x9x23	11.5	9911244	Flexsol	200	11	8,000	\$7.42	\$99,360.00
4	15" x 9" x 23"	10 Gallons (500/case)	1.5 Mil	15x9x23	28	9911244SP	Flexsol	500	27.5	2,000	\$19.20	\$38,400.00
5	20" x 13" x 40"	30-32 Gallons (100/case)	1.5 Mil	20x13x40	13.5	9911245	Flexsol	100	13	12,000	\$8.35	\$100,200.00
6	22" x 16" x 58"	52 Gallons (100/case)	2.0 Mil	22x16x58	29	9911246	Flexsol	100	28.5	10,000	\$18.59	\$185,900.00
7	23" x 17" x 48"	39-40 Gallons (100/case)	1.5 Mil	23x17x48	19.2	9911247	Flexsol	100	18.6	500	\$13.35	\$6,675.00
8	23" x 17" x 48"	39-40 Gallons (100/case)	2.0 Mil	23x17x48	25.6	9911248	Flexsol	100	25.1	100	\$17.80	\$1,780.00
9	23" x 17" x 48"	39-40 Gallons (100/case)	2.5 Mil	23x17x48	32	9911249	Flexsol	100	31.5	400	\$22.25	\$8,900.00
Orange Can Liner												
10	33" x 10" x 39"	Dept of Highways(100/case)	2.5 Mil	33x10x39	28	9911250	Flexsol	100	27.5	1,000	\$26.47	\$26,470.00
Light Green Can Liner												
11	33" x 10" x 39"	Highways (100/case)	2.5 Mil	33x10x39	28	9911251	Flexsol	100	27.5	50	\$29.67	\$1,483.50
Clear Can Liners												
12	15" x 9" x 23"	10 Gallons (500/case)	.5 Mil	15x9x23	11	9940279	Flexsol	500	10.5	50	\$10.19	\$509.50
13	15" x 9" x 23"	10 Gallons (200/case)	1.5 Mil	15x9x23	11.5	9911252	Flexsol	200	11	200	\$9.76	\$1,952.00
14	20" x 13" x 40"	30-32 Gallons (100/case)	1.5 Mil	20x13x40	13.5	9911253	Flexsol	100	13	200	\$11.59	\$2,318.00
15	22" x 16" x 58"	52 Gallons (100/case)	2.0 Mil	22x16x58	29	9911254	Flexsol	100	28.5	500	\$25.81	\$12,905.00
16	23" x 17" x 48"	39-40 Gallons (100/case)	1.5 Mil	23x17x48	19.2	9911255	Flexsol	100	18.6	50	\$16.87	\$843.50
17	23" x 17" x 48"	39-40 Gallons (100/case)	2.0 Mil	23x17x48	25.6	9911256	Flexsol	100	25.1	20	\$22.49	\$449.80
18	23" x 17" x 48"	39-40 Gallons (100/case)	2.5 Mil	23x17x48	32	9911257	Flexsol	100	31.5	150	\$28.11	\$4,216.50
Twist Tie												
19	4" Minimum Length						Calico			100	n/c	\$0.00
Grand Total												\$1,500.00
Grand Total												\$461,322.80

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

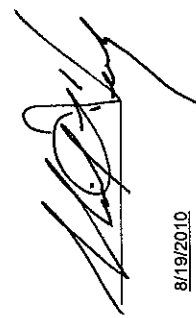
Contract Coordinator Michael L. Heverly

Telephone No.: 1 (301) 470-3100

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

Fax No.: 1 (301) 575-0131

E-Mail: bids@calicoindustries.com

Signature: 
Date: 8/19/2010



Corporate Headquarters
1531 N.W. 12th Avenue * Pompano Beach, FL 33069
Sales: Phone 800.231.4191 * Fax 800.828.0530
Administration: Phone 954.941.6333 * Fax 954.956.4200
www.flexsolpackaging.com

August 19, 2010

Ms. Jo Ann Adkins
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Re: RFQ CANLINE10

Dear Ms. Adkins:

With this letter, Flexsol Packaging Corporation certifies our products, as bid through our partner Calico Industries, Inc., will meet all the required specifications of the above referenced *Request for Quotation*. This statement is provided as required by page 1, paragraph 2 of the *Specifications and Conditions* section of the bid documents.

Flexsol Packaging Corporation, through our partner Calico Industries, Inc. thanks you for the opportunity to participate in this bid. Please do not hesitate to contact us if any additional information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Horwitz", is written over the typed name and title.

Peter Horwitz
Director of Sales and Marketing – Custom Films

The *Flexible Solutions* company.

SIGN IN SHEET

Page

Request for Proposal No. CANLINE10

PLEASE PRINT

Date: May 27, 2010

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Liberty Distributors		PHONE 301 800-828-9920
Rep: Bob IDEN		TOLL FREE 800-828-9920
Email Address: Bobi@LibertyDistributors.com	* 707055310	FAX 304-776-1789
Company: Central Poly		PHONE 208-862-7570
Rep: David Freier		TOLL FREE
Email Address: Dave@centralpoly.com	* 311125300	FAX 908-862-9019
Company: Jan Pak		PHONE 304-736-4046
Rep: Mark Tolliver		TOLL FREE 800-736-4046
Email Address: mtolliver@JanPak.com	* 707035418	FAX 304-736-2303
Company: Calico Industries		PHONE 301 470 3100
Rep: Jon Turner		TOLL FREE 800 638 0928
Email Address: jturner@Calicoindustries.com	* 709003627	FAX 301 604 2419
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

SIGN IN SHEET

Page

Request for Proposal No. CANLINE10

PLEASE PRINT

Date: May 27, 2010

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME MAILING ADDRESS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE	TOLL FREE	FAX
Company: WINANS SUPPLY	PO BOX E	PHONE 304-485-4000	TOLL FREE 800-759-4004	
Rep: SAM WINANS	PRICKERSBURG, WV 26102			
Email Address: DATA WINANS@WINANSSEMI.COM	* 709 040703	FAX 304-485-7870		
Company: JADI SOURCE, INC.	501 VIRGINIA ST.	PHONE (710) 374-6298	TOLL FREE (800) MOP-HEAD	
Rep: ERIC HILLING	MARIETTA, OH. 45750			
Email Address: ERIC@JADISOURCE.COM	* 126 141940	FAX (710) 376-2969		
Company: Stan Goldman Jr	1938 Bona Vista Dr	PHONE 304 395-4766	TOLL FREE 304 343 9535	
Rep: (Phillips Supply)	Charleston WV 25311			
Email Address: S. Goldman Jr @ Phillips Supply.com		FAX 513 574-1762		
Company:		PHONE	TOLL FREE	FAX
Rep:				
Email Address:				
Company:		PHONE	TOLL FREE	FAX
Rep:				
Email Address:				



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

Request for Quotation

RFO NUMBER
CANLINE10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS
804-558-8802

VENDOR TO

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

ANNAPOLIS JUNCTION MD
20701-2005

SHIP TO

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

Fax #: 301-604-2419

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/16/2010				

BID OPENING DATE: **08/24/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 3 *****						
1. BID OPENING DATE HAS BEEN MOVED TO 08/24/2010. 2. THE FOLLOWING VENDORS SUBMITTED MANDATORY SAMPLES WHICH MET SPECIFICATIONS: CALICO INDUSTRIES CENTRAL POLY JANPAK WINANS SANITARY SUPPLY CO. 3. CANLINE10 PRICING PAGE REVISED, ATTACHED.						
***** END OF ADDENDUM NO. 3 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 800-638-0828	DATE 8/19/10
TITLE Sr. Director Bids/Contracts	FEIN 13-5551939	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
CANLINE10

PAGE
1

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

VENDOR

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

ANNAPOLIS JUNCTION MD
20701-2005

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
05/10/2010				

BID OPENING DATE: **08/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	CS		665-24-97-001		
<p>TRASH CAN LINERS</p> <p>15" X 9" X 23" (SMALL), LOW DENSITY POLYETHYLENE, 1.5 MIL THICKNESS, 500/CASE.</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE</p> <p>** SEE ADDENDUM 1 **</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE	DATE
TITLE Sr. Director Bids/Contracts	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
CANLINE10

PAGE
2

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

*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	F.O.B.	FREIGHT TERMS
05/10/2010				

BID OPENING DATE: **08/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	(1) YEAR PERIODS.					
	<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>** See Addendum 1 **</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>		
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
Sr. Director Bids/Contracts		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
CANLINE10

PAGE
3

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

*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 05/10/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 08/15/2010 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>**See Addendum 1**</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: DATE:

TITLE: **Sr. Director Bids/Contracts** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
CANLINE 10

PAGE
4

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

VENDOR

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

ANNAPOLIS JUNCTION MD
20701-2005

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/10/2010				

BID OPENING DATE: **08/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>** SEE ADDENDUM 1 **</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE	DATE
TITLE Sr. Director Bids/Contracts	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
CANLINE10

PAGE
5

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

VENDOR

*709003627 800-638-0828
**CALICO INDUSTRIES INC
 9045 JUNCTION DRIVE
 ANNAPOLIS JUNCTION MD
 20701-2005**

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
05/10/2010				

BID OPENING DATE: **08/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: CANLINE10</p> <p>BID OPENING DATE: 08/15/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>** SEE ADDENDUM 1 **</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE	DATE
TITLE Sr. Director Bids/Contracts	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

CANLINE10 Specifications and Conditions

*****Notice*****Notice*****Notice*****

A mandatory pre-bid meeting shall be held on May 27, 2010 at 10:00AM. 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.

CANLINE10 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.
12. 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.
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 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 no later than 06/15/2010 for metering purpose.

Purchasing Division
Attention: Jo Ann Adkins
2019 Washington Street, East
Charleston, WV 25305-0130

Each sample package shall be labeled with the following information:

CANLINE10 Specifications and Conditions

RFQ Number: CANLINE07

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/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 of each contract item. Failure to submit such reports may be cause for cancellation of contract.
17. Contract award will be awarded to the lowest most responsible bid for each region.
18. Periodical testing shall be done to ensure can liners are of correct quality, size and mil. Failure to supply specified lines will be cause for cancellation of contract.

CANLINE10***SPECS FOR CLEAR, ORANGE or GREEN 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
Elmendorf Tear (gms) TD	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.

Vendor: Calico Industries, Inc.

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 (200/case)	.5 Mil							500		
2	15" x 9" x 23"	10 Gallons (500/case)	.5 Mil							500		
3	15" x 9" x 23"	10 Gallons (200/case)	1.5 Mil							8,000		
4	15" x 9" x 23"	10 Gallons (500/case)	1.5 Mil							2,000		
5	20" x 13" x 40"	30-32 Gallons	1.5 Mil							12,000		
6	22" x 16" x 58"	52 Gallons	2.0 Mil							10,000		
7	23" x 17" x 48"	39-40 Gallons	1.5 Mil							500		
8	23" x 17" x 48"	39-40 Gallons	2.0 Mil							100		
9	23" x 17" x 48"	39-40 Gallons	2.5 Mil							400		
Orange Can Liner												
7	33" x 10" x 39"	Dept of Highways	2.5 Mil							1,000		
Light Green Can Liner												
8	33" x 10" x 39"	Highways	2.5 Mil							50		
Clear Can Liners												
9	15" x 9" x 23"	10 Gallons	.5 Mil							50		
10	15" x 9" x 23"	10 Gallons	1.5 Mil							200		
11	20" x 13" x 40"	30-32 Gallons	1.5 Mil							200		
12	22" x 16" x 58"	52 Gallons	2.0 Mil							500		
13	23" x 17" x 48"	39-40 Gallons	1.5 Mil							50		
14	23" x 17" x 48"	39-40 Gallons	2.0 Mil							20		
15	23" x 17" x 48"	39-40 Gallons	2.5 Mil							150		
Twist Tie												
16	4" Minimum Length									100		
											Grand Total	
											300	

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

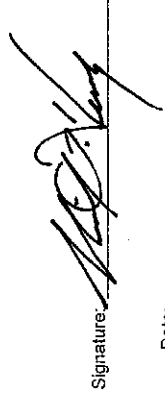
Contract Coordinator Michael L. Heverly

Telephone No.: _____

Toll Free Phone No.: _____

Fax No.: _____

E-Mail: _____

Signature: 

Date: _____

**** SEE ADDENDUM 2 ****

RFQ No. _____

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 exceeds 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: Calico Industries, Inc.

Authorized Signature:  Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

****See Addendum 1****

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.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Michael L. Heverly Signed: [Signature]

Date: Title: Sr. Director Bids/Contracts

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.