



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

Purchase Order

PURCHASE ORDER NO.
 CANLINE10A

PAGE
 1

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

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

*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		FEIN/SSN		FUND	
09/28/2010		NET 30		135551939			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE		AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE CAN LINERS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. **** THE FOLLOWING IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF: **** REQUEST FOR QUOTATION DATED 05/27/2010. ALL SPECIFICATIONS AND ADDENDA THERETO. VENDOR'S BID DATED 08/16/2010. SAMPLES SUBMITTED AS PROOF OF QUALITY. NOTE: SAMPLES SHALL BE RETAINED AND FAILURE TO SUPPLY THE QUALITY LEVEL AS SUBMITTED MAY BE GROUNDS FOR CANCELLATION OF THE CONTRACT. DELIVERY: DELIVERY SHALL BE MADE WITHIN 10 DAYS OF RECEIVING AN ORDER. FAILURE TO DELIVER ON TIME MAY BE GROUNDS FOR CANCELLATION OF THE CONTRACT.							
						PURCHASING DIVISION CERTIFIED ENCUMBERED OCT 1 2010 <i>Beverly Toler</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END TOTAL	

**APPROVED FOR
 ONE FISCAL YEAR**

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY JO ANN ADKINS 304-558-8802
Roberta Wagner
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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.htm 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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LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	10/31/2010	CS	665-24-97-001		.00000		
<p>ALL ORDERS FROM THIS CONTRACT TOTALING \$300 OR MORE SHALL BE DELIVERED FOB:DESTINATION (VENDOR SHALL PAY ALL SHIPPING CHARGES).</p> <p>AGENCIES MAY MAKE SMALL PURCHASES (UNDER \$300) FROM LOCAL SOURCES IF PRICING INCLUDES DELIVERY AND RESULTS IN A SAVINGS TO THE AGENCY. AGENCIES ARE NOT PERMITTED TO MAKE NUMEROUS PURCHASES TO AVOID USING THIS CONTRACT AND CIRCUMVENT PURCHASING POLICY.</p> <p>VENDOR CONTACT: MICHAEL HEVERLY (P) 800.638.0828 (F) 301.575.0131</p> <p>TRASH CAN LINERS 15" X 9" X 23" (SMALL), LOW DENSITY POLYETHYLENE, 1.5 MIL THICKNESS, 500/CASE.</p>							
						TOTAL	

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

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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	DELIVERY DATE	CAT NO	ITEM NUMBER				
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON NOVEMBER 1, 2010 AND EXTENDS THRU AUGUST 31, 2011 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 (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</p>							
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<p>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</p>							
						TOTAL	

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<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <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>							

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CANLINE10
PRICING PAGE

Bidders are requested to type entries.

Vendor: Calico Industries, Inc. - ALL REGIONS

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	\$59,360.00
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	\$461,322.80

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

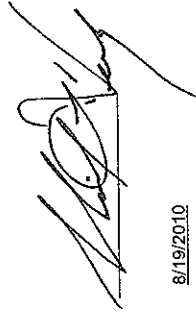
Contract Coordinator Michael L. Heverly

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



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0001		665-24-97-001	TRASH CAN LINERS				
			SIGNATURE _____				DATE _____
						TOTAL	

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