



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
 1

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

C O - P U R C H A S E

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

AGENCY COPY

V E N D O R

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

 ANNAPOLIS JUNCTION MD
 20701-2005

S H I P T O

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/01/2011		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				
0001	10/31/2010		665-24-97-001				
	TRASH CAN LINERS						
			CHANGE ORDER #01				
			TO PROVIDE UPDATED ITEM NUMBER 4.				
			15X9X23 1.5 500 PER CASE - 9911428				
			SEE ATTACHED:				
				PREVIOUS PO TOTAL==>	OPEN	END	
				PO NET CHANGE (+)==>			
						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						FEB - 3 2011	
						<i>Beverly Toler</i>	
						OPEN END	
						TOTAL	

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

James W. Fields
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Chad B...* TO ANN ADKINS 304-558-8802
 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.



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

January 31, 2011

Kelli A. Winebrenner
West Virginia State Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Dear Kelli,

When we put out a Bid for the West Virginia State contract we had to provide items numbers for our trash can liners. Some of our liners had already been set up which are standard items. West Virginia asked us for liners that we hadn't had item numbers set up in our data base so in turn, we set up temporary numbers. Once the contract was awarded we then set up permanent numbers for those items. One example is Calico item number 9911244 which is a 15x9x23 1.5 Lnr black liner with 200 per case which is on the state contract. West Virginia asked if we could provide a 500 case pack, there was no item number set up for that so we gave it a temporary number of 9911244SP just to show something on paper. Once the contract was awarded, we gave it a permanent number which is 9911428 which is a 15x9x23 1.5 Lnr black liner with 500 per case. We had to change the number because we can't have the same item number twice on a contract.

I hope this helps you out. If I can be of further assistance, please feel free to contact me.

Janice Brown
Poly Contract Coordinator
800-638-0828 x272

CANLINE10
PRICING PAGE

Vendor: **CALICO INDUSTRIES**

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	15" x 9" x 23"	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	15" x 9" x 23"	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	15" x 9" x 23"	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	15" x 9" x 23"	28	9911428	FLEXSOL	500	27.5	2,000	\$19.20	\$38,400.00
5	20" x 13" x 40"	30-32 Gallons	1.5 Mil	20" x 13" x 40"	13.5	9911245	FLEXSOL	100	13	12,000	\$8.35	\$100,200.00
6	22" x 16" x 58"	52 Gallons	2.0 Mil	22" x 16" x 58"	29	9911246	FLEXSOL	100	28.5	10,000	\$18.59	\$185,900.00
7	23" x 17" x 48"	39-40 Gallons	1.5 Mil	23" x 17" x 48"	19.2	9911247	FLEXSOL	100	18.6	500	\$13.35	\$6,675.00
8	23" x 17" x 48"	39-40 Gallons	2.0 Mil	23" x 17" x 48"	25.6	9911248	FLEXSOL	100	25.1	100	\$17.80	\$1,780.00
9	23" x 17" x 48"	39-40 Gallons	2.5 Mil	23" x 17" x 48"	32	9911249	FLEXSOL	100	31.5	400	\$22.25	\$8,900.00
Orange Can Liner												
10	33" x 10" x 39"	Dept of Highways	2.5 Mil	33" x 10" x 39"	28	9911250	FLEXSOL	100	27.5	1,000	\$26.47	\$26,470.00
Light Green Can Liner												
11	33" x 10" x 39"	Highways	2.5 Mil	33" x 10" x 39"	28	9911251	FLEXSOL	100	27.5	50	\$29.67	\$1,483.50
Clear Can Liners												
12	15" x 9" x 23"	10 Gallons	5 Mil	15" x 9" x 23"	11	9940279	FLEXSOL	500	10.5	50	\$10.19	\$509.50
13	15" x 9" x 23"	10 Gallons	1.5 Mil	15" x 9" x 23"	11.5	9911252	FLEXSOL	200	11	200	\$9.76	\$1,952.00
14	20" x 13" x 40"	30-32 Gallons	1.5 Mil	20" x 13" x 40"	13.5	9911253	FLEXSOL	100	13	200	\$11.59	\$2,318.00
15	22" x 16" x 58"	52 Gallons	2.0 Mil	22" x 16" x 58"	29	9911254	FLEXSOL	100	28.5	500	\$25.81	\$12,905.00
16	23" x 17" x 48"	39-40 Gallons	1.5 Mil	23" x 17" x 48"	19.2	9911255	FLEXSOL	100	18.6	50	\$16.87	\$843.50
17	23" x 17" x 48"	39-40 Gallons	2.0 Mil	23" x 17" x 48"	25.6	9911256	FLEXSOL	100	25.1	20	\$22.49	\$449.80
18	23" x 17" x 48"	39-40 Gallons	2.5 Mil	23" x 17" x 48"	32	9911257	FLEXSOL	100	31.5	150	\$28.11	\$4,216.50
Twist Tie												
19	4" Minimum Length					CALICO		100 N/C		100		\$0.00
Bidders - enter charge for inside delivery - per order												
Inside Delivery Charge/Cost per order :												
											300	\$5.00
											Grand Total	\$461,322.80

Contract Coordinator **Michael L Heverly**

Telephone No.: **301-470-3100**

Toll Free Phone No.: **800-638-0828**

Fax No.: **301-575-0131**

E-Mail: bids@calicoindustries.com

Signature: _____

Date: _____



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INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
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VENDOR

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

SHIP TO

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 AND POLITICAL SUBDIVISIONS
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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/01/2011		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				
RECEIPT TICKET FOR PURCHASE ORDER: CANLINE10A							
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		665-24-97-001	TRASH CAN LINERS				
SIGNATURE _____						DATE _____	
							TOTAL

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

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE