

September 29, 2008

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ALISHA MCCULLOUGH
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4556

SUBJECT: **AWARD NOTICE – ADDENDUM # 2**
CONTRACT NO. GSS-MU-08-492A-HF
TRASH CAN LINERS

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a one (1) year period from October 1, 2008 through September 30, 2009. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended one (1) additional year through September 30, 2010.

3. VENDORS:

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CALICO INDUSTRIES, INC
9045 JUNCTION DRIVE
ANNAPOLIS JUNCTION, MD 20701-2005
JIM MAGUIRE
PHONE: 800.638.0828 EXT. 515
FAX: 301.498.2056
EMAIL: jmaguire@calicoindustries.com

4. SHIPPING TERMS:

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F.O.B. destination; freight pre-paid

5. DELIVERY:

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SHIP STOCK: 5 DAYS ARO (All core items)
SHIP NON-STOCK: 21 DAYS ARO

6. PRICING:

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Prices will remain firm for the term of the contract year.

<u>Item #</u>	<u>Recycled Low Density Polyethylene Liners</u> <u>Description</u>		<u>Unit Price</u>
1	Size:	15" x 9" x 24" (24" x 24")	\$18.94
	Description:	.001 gauge (1 mil) 500/case, Opaque color.	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	P2410	
	UN Code Number:	24111503	
	Net Weight:	19.1 lbs	
2	Size:	16" x 14" x 37" (30" x 37")	\$37.74
	Description:	.002 gauge (2 mil) 250/case, clear.	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	P3722C	
	UN Code Number:	24111503	
	Net Weight:	36.9 lbs	
3	Size:	23" x 10" x 40" (33" x 40")	\$22.54
	Description:	.00125 gauge (1.25 mil), 250/case, opaque.	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	P4020	
	UN Code Number:	24111503	
	Net Weight:	27.4 lbs	
4	Size:	23" x 17" x 48" (40" x 48")	\$47.31
	Description:	.0015 gauge (1.5 mil) 250/case, clear	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	485CF	
	UN Code Number:	24111503	
	Net Weight:	47.9 lbs	

6. PRICING (CONTINUED):

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Prices will remain firm for the term of the contract year.

<u>Recycled Low Density Polyethylene Liners</u>			
<u>Item #</u>	<u>Description</u>		<u>Unit Price</u>
5	Size:	22" x 16" x 60" (38" x 60")	\$28.66
	Description:	.002 gauge (2 mil), 100/case, clear.	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	6062C	
	UN Code Number:	24111503	
	Net Weight:	30.3 lbs	
6	Size:	15" x 9" x 33" (24" x 33")	\$24.93
	Description:	.001 gauge (1 mil), 500/case, Opaque color.	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	P3310	
	UN Code Number:	24111503	
	Net Weight:	26.3 lbs	
<u>High Density Poly "Star" Design Bottom Liners</u>			
<u>Item #</u>	<u>Description</u>		<u>Unit Price</u>
7	Size:	33" x 40", 66" Circumference	\$19.60
	Description:	250 per case wet garbage, 33 gal., black	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	HD4040	
	UN Code Number:	24111503	
	Net Weight:	21.3 lbs	
8	Size:	20" x 22", 40" Circumference	\$19.94
	Description:	Office Waste Bkt, Natural, 2000 per case.	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	HD22LC	
	UN Code Number:	24111503	
	Net Weight:	18.7 lbs	

6. PRICING (CONTINUED):

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Prices will remain firm for the term of the contract year.

	High Density Poly "Star" Design Bottom Liners		
Item #	Description		Unit Price
9	Size:	24" x 33", 48" circumference	\$19.34
	Description:	12-16 gal. Linen Hampers, 1000/case, ntrl	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	SHD33LC	
	UN Code Number:	24111503	
	Net Weight:	16.9 lbs	
10	Size:	33" x 40", 60" circumference	\$22.06
	Description:	Medium 33 gal. cans, 500/case, Natural	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	HD40MC	
	UN Code Number:	24111503	
	Net Weight:	21.3 lbs	
11	Size:	33" x 40", 60" circumference	\$24.52
	Description:	Heavy Weight, 33 gal, 500/case, Natural	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	HD40HC	
	UN Code Number:	24111503	
	Net Weight:	24.9 lbs	
12	Size:	40" x 48", 80" circumference	\$16.78
	Description:	40 gal. cans, 250 per case. Heavy Weight	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	30137	
	UN Code Number:	24111503	
	Net Weight:	14.2 lbs	

6. PRICING (CONTINUED):

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Prices will remain firm for the term of the contract year.

High Density Poly "Star" Design Bottom Liners			
<u>Item #</u>	<u>Description</u>		<u>Unit Price</u>
13	Size:	40" x 48", 80" circumference	\$22.40
	Description:	Extra Heavy, 40-45 gal., Natural, 250/case	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	HD482C	
	UN Code Number:	24111503	
	Net Weight:	21.7 lbs	
14	Size:	38" x 60", 76" circumference	\$13.94
	Description:	Medium 50-45 gal. cans, Natural 200/case	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	22806	
	UN Code Number:	24111503	
	Net Weight:	13.5 lbs	
15	Size:	38" x 60", 76" circumference	\$18.51
	Description:	Heavy, 50-55 gal 200/case, Natural	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	606HC	
	UN Code Number:	24111503	
	Net Weight:	20.7 lbs	
<u>Item</u>	<u>Specialty Liners Description</u>		<u>Unit Price</u>
16	Size:	30" X 37" , 30 gal	\$12.23
	Description:	30 gal., Red, "Biohazard Symbol" 50/case	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	373IWS	
	UN Code Number:	24111503	
	Net Weight:	11.4 lbs	

6. PRICING (CONTINUED):

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Prices will remain firm for the term of the contract year.

Item	<u>Specialty Liners Description</u>		<u>Unit Price</u>
17	Size:	30" x 37"	\$7.60
	Description:	Red, No Imprint, 1.25 mil., 100 per case.	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	372RFS	
	UN Code Number:	24111503	
	Net Weight:	9.5 lbs	
18	Size:	23" x 17" x 46"	\$42.82
	Description:	Red "Caution Infectious Waste" 100/case.	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	483IW	
	UN Code Number:	24111503	
	Net Weight:	36 lbs	
19	Size:	23" x 8" x 41"	\$9.94
	Description:	Yellow, Contaminated Disposables 100/cs	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	WM3141Y	
	UN Code Number:	24111503	
	Net Weight:	12 lbs	
20	Size:	44" x 48"	\$30.11
	Description:	3 mil, Ex Hvy Glutton,100/case	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	4448DB	
	UN Code Number:	24111503	
	Net Weight:	40 lbs	
21	Size:	24" x 33"	\$27.94
	Description:	flat, 1 mil, 12-16 gal., 500/case, Buff	
	Manufacturer:	Calico	
	Manufacturer Catalog No.:	331BF	
	UN Code Number:	24111503	
	Net Weight:	20 lbs	

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

This contract will be issued to cover the Trash Can Liners requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

16. MOST-FAVORED CUSTOMER:

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.