

**FULLY EXECUTED - CHANGE 7 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 05/13/2024

Valid From: 11/01/2020 To: 10/31/2025

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 535151**Supplier Name/Address:**

CALICO PACKAGING LLC
10621 IRON BRIDGE RD
JESSUP MD 20794-9381 US

Supplier Phone Number: 800-638-0828**Supplier Fax Number:** 301-498-2056**Contract Name:**

Polyethylene Trashcan Liners

Purchasing Agent**Name:** Stimely Kent**Phone:** 717-265-8933**Fax:** 717-783-6241**Please Deliver To:**

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	317929 LINER,24X23,LLD.55MIL,BLACK,MED DUTY	0.000	Case	0.00	0	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 9.31 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 9.45 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 9.59 USD 1 CS					
Item Text MFGR's Part Number 9940278 -----						

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**FULLY EXECUTED - CHANGE 7 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 05/13/2024

Valid From: 11/01/2020 To: 10/31/2025

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
2	317971 LINER,24X23,LLD.55MIL,CLEAR,MED DUTY	0.000	Case	0.00	0	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 9.31 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 9.45 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 9.59 USD 1 CS					
Item Text MFGR's Part Number 9940279						

*** Validity Period Changed ***						
4	357939 LINER,28X44,LLD,.9MIL,BLACK,X- HEAVY DUTY	0.000	Case	0.00	0	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 12.01 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 12.19 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 12.37 USD 1 CS					
Item Text MFGR's Part Number 9940347SP						

*** Validity Period Changed ***						
5	326952 LINER,30X36,LLD,.9MIL,CLEAR,X- HEAVY DUTY	0.000	Case	0.00	0	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 13.67 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 13.87 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 14.08 USD 1 CS					
Item Text MFGR's Part Number 9940354						

Information:

**FULLY EXECUTED - CHANGE 7 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 05/13/2024

Valid From: 11/01/2020 To: 10/31/2025

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
6 327431	LINER,24x 33,HI-D,12MIC,CLEAR,MED DUTY	0.000	Carton	0.00	0	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 12.71 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 12.90 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 13.10 USD 1 CAR						
Item Text						
MFGR's Part Number 9930289						

*** Validity Period Changed ***						
7 357940	LINER,30X37,HI-D,12MIC,CLEAR,MED DUTY	0.000	Case	0.00	0	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 19.14 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 19.43 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 19.72 USD 1 CS						
Item Text						
MFGR's Part Number 9970014						

*** Validity Period Changed ***						
8 325043	LINER,33X39,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Case	0.00	0	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 9.31 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 9.45 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 9.59 USD 1 CS						
Item Text						
MFGR's Part Number 9911654						

Information:

**FULLY EXECUTED - CHANGE 7 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 05/13/2024

Valid From: 11/01/2020 To: 10/31/2025

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
9 328651	LINER,33X40,HI-D,12MIC,CLEAR,HEAVY DUTY	0.000	Carton	0.00	0	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 19.56 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 19.86 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 20.16 USD 1 CAR						
Item Text						
MFGR's Part Number 9970068						

*** Validity Period Changed ***						
10 327429	LINER,38X58,LLD,2MIL,BLACK,SUPER HVYDUTY	0.000	Carton	0.00	0	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 21.88 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 22.21 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 22.54 USD 1 CAR						
Item Text						
MFGR's Part Number 9910110						

*** Validity Period Changed ***						
11 357941	LINER,38X58,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	0.00	0	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 24.94 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 25.31 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 25.69 USD 1 CS						
Item Text						
MFGR's Part Number 9911479						

Information:

**FULLY EXECUTED - CHANGE 7 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 05/13/2024

Valid From: 11/01/2020 To: 10/31/2025

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
12	328652 LINER,40X46,LLD,2MIL,BLACK,SUPER HVYDUTY	0.000	Carton	0.00	0	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 18.27 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 18.55 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 18.82 USD 1 CAR						
Item Text						
MFGR's Part Number 9911057						

*** Validity Period Changed ***						
13	327741 LINER,40X46,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	0.00	0	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 20.75 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 21.06 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 21.38 USD 1 CS						
Item Text						
MFGR's Part Number 9911724						

*** Validity Period Changed ***						
14	327440 LINER,43X47,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Carton	0.00	0	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 14.79 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 15.01 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 15.23 USD 1 CAR						
Item Text						
MFGR's Part Number 9911534						

Information:

**FULLY EXECUTED - CHANGE 7 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 05/13/2024

Valid From: 11/01/2020 To: 10/31/2025

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
15 357942	LINER,43X47,LLD,1.5MIL,CLR,SUPERH VYDUTY	0.000	Case	0.00	0	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 16.79 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 17.04 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 17.30 USD 1 CS						
Item Text						
MFGR's Part Number 9910712						

*** Validity Period Changed ***						
16 325036	Liner, 29"x 36" white, drawstring, 1.5ml	0.000	Case	32.44	1	0.00
Item Text						
case/150 MPN is 99PA50232						

*** Validity Period Changed ***						
17 327436	LINER,38x58, 3MIL BLACK	0.000	Carton	44.24	1	0.00
Item Text						
Calico Item # 99PA11061, 100 per case						

*** Validity Period Changed ***						
18 360299	LINER,24X23,LLD.55MIL,CLEAR,HEXE NE	0.000	Case	13.98	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 14.98 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 14.56 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 13.98 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 317971 and 317929. 500 per case						

*** Validity Period Changed ***						

Information:

**FULLY EXECUTED - CHANGE 7 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 05/13/2024

Valid From: 11/01/2020 To: 10/31/2025

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
19	360300 LINER,28X44,LLD,.9MIL,BLACK,HEXEN E	0.000	Case	15.91	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 16.90 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 16.57 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 15.91 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 357939. 200 per case						

*** Validity Period Changed ***						
20	360301 LINER,30X36,LLD,.9MIL,CLEAR,HEXEN E	0.000	Case	22.37	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 24.02 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 23.30 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 22.37 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 326952. 250 per case						

*** Validity Period Changed ***						
21	360302 LINER,33X39,LLD,1.5MIL,BLK,HEXENE	0.000	Case	13.64	1	0.00
Valid from 09/17/2021 to 09/26/2021						
Price(Contract/Bid) 14.91 USD 1 CS						
Valid from 09/27/2021 to 01/10/2022						
Price(Contract/Bid) 14.94 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 14.67 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 13.64 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 3285043. 100 per case						

Information:

**FULLY EXECUTED - CHANGE 7 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 05/13/2024

Valid From: 11/01/2020 To: 10/31/2025

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
22	360303 LINER,40X46,LLD,2MIL,BLACK,HEXEN E	0.000	Case	25.23	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 27.65 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 27.13 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 25.23 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 328652. 100 per case						

*** Validity Period Changed ***						
23	360304 LINER,40X46,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	31.96	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 34.34 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 33.29 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 31.96 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327741. 100 per case						

*** Validity Period Changed ***						
24	360305 LINER,38X58,LLD,2MIL,BLACK,HEXEN E	0.000	Case	30.08	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 32.97 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 32.34 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 30.08 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327429. 100 per case						

Information:

**FULLY EXECUTED - CHANGE 7 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 05/13/2024

Valid From: 11/01/2020 To: 10/31/2025

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
25	360306 LINER,38X58,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	38.31	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 41.16 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 39.91 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 38.31 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 357941. 100 per case						

*** Validity Period Changed ***						
26	360307 LINER,38X58,LLD,3MIL,BLACK,HEXEN E	0.000	Case	56.53	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 61.74 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 60.78 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 56.53 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327436. 100 per case						

*** Validity Period Changed ***						
27	360308 LINER,43X47,LLD,1.5MIL,BLK,HEXENE	0.000	Case	21.30	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 23.34 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 22.90 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 21.30 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327440. 100 per case						

*** Validity Period Changed ***						

Information:

**FULLY EXECUTED - CHANGE 7 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 05/13/2024

Valid From: 11/01/2020 To: 10/31/2025

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
28	360309 LINER,43X47,LLD,1.5MIL,CLR,HEXENE	0.000	Case	26.95	1	0.00
	Valid from 09/17/2021 to 01/10/2022					
	Price(Contract/Bid) 28.95 USD 1 CS					
	Valid from 01/11/2022 to 01/09/2023					
	Price(Contract/Bid) 28.07 USD 1 CS					
	Valid from 01/10/2023 to 12/31/9999					
	Price(Contract/Bid) 26.95 USD 1 CS					
Item Text						
This Item is being offered as a temporary replacement for 357942. 100 per case						

*** Validity Period Changed ***						
29	326948 BAG, POLY, 9"X 15"X 3 MIL CLEAR	0.000	Case	59.84	1	0.00

Item Text

Clear plastic bag, flat polyethylene, Size: 9" x 15", gauge .003 mils, 1000/case

Calico code 9950342

General Requirements for all Items:**Header Text**

This contract is for Polyethylene Trashcan Liners of various sizes and weights used for refuse, trash, recycling, and dirty laundry etc.

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.

No further information for this Contract

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 535151**Supplier Name/Address:**

CALICO PACKAGING LLC
10621 IRON BRIDGE RD
JESSUP MD 20794-9381 US

Supplier Phone Number: 800-638-0828**Supplier Fax Number:** 301-498-2056**Contract Name:**

Polyethylene Trashcan Liners

Purchasing Agent**Name:** Collett Jason**Phone:** 717-346-3273**Fax:** 717-346-3820**Please Deliver To:**

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	317929 LINER,24X23,LLD.55MIL,BLACK,MED DUTY	0.000	Case	9.59	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 9.31 USD	1	CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 9.45 USD	1	CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 9.59 USD	1	CS			
Item Text MFGR's Part Number 9940278 -----						

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
2	317971 LINER,24X23,LLD.55MIL,CLEAR,MED DUTY	0.000	Case	9.59	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 9.31 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 9.45 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 9.59 USD 1 CS						
Item Text						
MFGR's Part Number 9940279						

*** Validity Period Changed ***						
4	357939 LINER,28X44,LLD,.9MIL,BLACK,X- HEAVY DUTY	0.000	Case	12.37	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 12.01 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 12.19 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 12.37 USD 1 CS						
Item Text						
MFGR's Part Number 9940347SP						

*** Validity Period Changed ***						
5	326952 LINER,30X36,LLD,.9MIL,CLEAR,X- HEAVY DUTY	0.000	Case	14.08	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 13.67 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 13.87 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 14.08 USD 1 CS						
Item Text						
MFGR's Part Number 9940354						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
6 327431	LINER,24x 33,HI-D,12MIC,CLEAR,MED DUTY	0.000	Carton	13.10	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 12.71 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 12.90 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 13.10 USD 1 CAR						
Item Text						
MFGR's Part Number 9930289						

*** Validity Period Changed ***						
7 357940	LINER,30X37,HI-D,12MIC,CLEAR,MED DUTY	0.000	Case	19.72	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 19.14 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 19.43 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 19.72 USD 1 CS						
Item Text						
MFGR's Part Number 9970014						

*** Validity Period Changed ***						
8 325043	LINER,33X39,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Case	9.59	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 9.31 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 9.45 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 9.59 USD 1 CS						
Item Text						
MFGR's Part Number 9911654						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
9 328651	LINER,33X40,HI-D,12MIC,CLEAR,HEAVY DUTY	0.000	Carton	20.16	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 19.56 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 19.86 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 20.16 USD 1 CAR						
Item Text						
MFGR's Part Number 9970068						

*** Validity Period Changed ***						
10 327429	LINER,38X58,LLD,2MIL,BLACK,SUPER HVYDUTY	0.000	Carton	22.54	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 21.88 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 22.21 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 22.54 USD 1 CAR						
Item Text						
MFGR's Part Number 9910110						

*** Validity Period Changed ***						
11 357941	LINER,38X58,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	25.69	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 24.94 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 25.31 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 25.69 USD 1 CS						
Item Text						
MFGR's Part Number 9911479						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
12	328652 LINER,40X46,LLD,2MIL,BLACK,SUPER HVYDUTY	0.000	Carton	18.82	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 18.27 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 18.55 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 18.82 USD 1 CAR						
Item Text						
MFGR's Part Number 9911057						

*** Validity Period Changed ***						
13	327741 LINER,40X46,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	21.38	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 20.75 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 21.06 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 21.38 USD 1 CS						
Item Text						
MFGR's Part Number 9911724						

*** Validity Period Changed ***						
14	327440 LINER,43X47,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Carton	15.23	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 14.79 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 15.01 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 15.23 USD 1 CAR						
Item Text						
MFGR's Part Number 9911534						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
15	357942 LINER,43X47,LLD,1.5MIL,CLR,SUPERH VYDUTY	0.000	Case	17.30	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 16.79 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 17.04 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 17.30 USD 1 CS						
Item Text						
MFGR's Part Number 9910712						

*** Validity Period Changed ***						
16	325036 Liner, 29"x 36" white, drawstring, 1.5ml	0.000	Case	32.44	1	0.00
Item Text						
case/150 MPN is 99PA50232						

*** Validity Period Changed ***						
17	327436 LINER,38x58, 3MIL BLACK	0.000	Carton	44.24	1	0.00
Item Text						
Calico Item # 99PA11061, 100 per case						

*** Validity Period Changed ***						
18	360299 LINER,24X23,LLD.55MIL,CLEAR,HEXE NE	0.000	Case	13.98	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 14.98 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 14.56 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 13.98 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 317971 and 317929. 500 per case						

*** Validity Period Changed ***						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
19	360300 LINER,28X44,LLD,.9MIL,BLACK,HEXEN E	0.000	Case	15.91	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 16.90 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 16.57 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 15.91 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 357939. 200 per case						

*** Validity Period Changed ***						
20	360301 LINER,30X36,LLD,.9MIL,CLEAR,HEXEN E	0.000	Case	22.37	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 24.02 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 23.30 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 22.37 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 326952. 250 per case						

*** Validity Period Changed ***						
21	360302 LINER,33X39,LLD,1.5MIL,BLK,HEXENE	0.000	Case	13.64	1	0.00
Valid from 09/17/2021 to 09/26/2021						
Price(Contract/Bid) 14.91 USD 1 CS						
Valid from 09/27/2021 to 01/10/2022						
Price(Contract/Bid) 14.94 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 14.67 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 13.64 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 3285043. 100 per case						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
22 360303	LINER,40X46,LLD,2MIL,BLACK,HEXEN E	0.000	Case	25.23	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 27.65 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 27.13 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 25.23 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 328652. 100 per case						

*** Validity Period Changed ***						
23 360304	LINER,40X46,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	31.96	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 34.34 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 33.29 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 31.96 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327741. 100 per case						

*** Validity Period Changed ***						
24 360305	LINER,38X58,LLD,2MIL,BLACK,HEXEN E	0.000	Case	30.08	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 32.97 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 32.34 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 30.08 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327429. 100 per case						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
25	360306 LINER,38X58,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	38.31	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 41.16 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 39.91 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 38.31 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 357941. 100 per case						

*** Validity Period Changed ***						
26	360307 LINER,38X58,LLD,3MIL,BLACK,HEXEN E	0.000	Case	56.53	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 61.74 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 60.78 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 56.53 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327436. 100 per case						

*** Validity Period Changed ***						
27	360308 LINER,43X47,LLD,1.5MIL,BLK,HEXENE	0.000	Case	21.30	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 23.34 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 22.90 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 21.30 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327440. 100 per case						

*** Validity Period Changed ***						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
28 360309	LINER,43X47,LLD,1.5MIL,CLR,HEXENE	0.000	Case	26.95	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 28.95 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 28.07 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 26.95 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 357942. 100 per case						
*** Validity Period Changed ***						
29 326948	BAG, POLY, 9"X 15"X 3 MIL CLEAR	0.000	Case	59.84	1	0.00

Item Text

Clear plastic bag, flat polyethylene, Size: 9" x 15", gauge .003 mils, 1000/case

Calico code 9950342

General Requirements for all Items:**Header Text**

This contract is for Polyethylene Trashcan Liners of various sizes and weights used for refuse, trash, recycling, and dirty laundry etc.

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.

No further information for this Contract

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 535151**Supplier Name/Address:**

CALICO PACKAGING LLC
10621 IRON BRIDGE RD
JESSUP MD 20794-9381 US

Supplier Phone Number: 800-638-0828**Supplier Fax Number:** 301-498-2056**Contract Name:**

Polyethylene Trashcan Liners

Purchasing Agent**Name:** Collett Jason**Phone:** 717-346-3273**Fax:** 717-346-3820**Please Deliver To:**

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	317929 LINER,24X23,LLD.55MIL,BLACK,MED DUTY	0.000	Case	9.59	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 9.31 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 9.45 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 9.59 USD 1 CS					
Item Text MFGR's Part Number 9940278 -----						

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
2	317971 LINER,24X23,LLD.55MIL,CLEAR,MED DUTY	0.000	Case	9.59	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 9.31 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 9.45 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 9.59 USD 1 CS						
Item Text						
MFGR's Part Number 9940279						

*** Validity Period Changed ***						
4	357939 LINER,28X44,LLD,.9MIL,BLACK,X- HEAVY DUTY	0.000	Case	12.37	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 12.01 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 12.19 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 12.37 USD 1 CS						
Item Text						
MFGR's Part Number 9940347SP						

*** Validity Period Changed ***						
5	326952 LINER,30X36,LLD,.9MIL,CLEAR,X- HEAVY DUTY	0.000	Case	14.08	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 13.67 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 13.87 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 14.08 USD 1 CS						
Item Text						
MFGR's Part Number 9940354						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
6 327431	LINER,24x 33,HI-D,12MIC,CLEAR,MED DUTY	0.000	Carton	13.10	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 12.71 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 12.90 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 13.10 USD 1 CAR						
Item Text						
MFGR's Part Number 9930289						

*** Validity Period Changed ***						
7 357940	LINER,30X37,HI-D,12MIC,CLEAR,MED DUTY	0.000	Case	19.72	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 19.14 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 19.43 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 19.72 USD 1 CS						
Item Text						
MFGR's Part Number 9970014						

*** Validity Period Changed ***						
8 325043	LINER,33X39,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Case	9.59	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 9.31 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 9.45 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 9.59 USD 1 CS						
Item Text						
MFGR's Part Number 9911654						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
9 328651	LINER,33X40,HI-D,12MIC,CLEAR,HEAVY DUTY	0.000	Carton	20.16	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 19.56 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 19.86 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 20.16 USD 1 CAR						
Item Text						
MFGR's Part Number 9970068						

*** Validity Period Changed ***						
10 327429	LINER,38X58,LLD,2MIL,BLACK,SUPER HVYDUTY	0.000	Carton	22.54	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 21.88 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 22.21 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 22.54 USD 1 CAR						
Item Text						
MFGR's Part Number 9910110						

*** Validity Period Changed ***						
11 357941	LINER,38X58,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	25.69	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 24.94 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 25.31 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 25.69 USD 1 CS						
Item Text						
MFGR's Part Number 9911479						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
12	328652 LINER,40X46,LLD,2MIL,BLACK,SUPER HVYDUTY	0.000	Carton	18.82	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 18.27 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 18.55 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 18.82 USD 1 CAR						
Item Text						
MFGR's Part Number 9911057						

*** Validity Period Changed ***						
13	327741 LINER,40X46,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	21.38	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 20.75 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 21.06 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 21.38 USD 1 CS						
Item Text						
MFGR's Part Number 9911724						

*** Validity Period Changed ***						
14	327440 LINER,43X47,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Carton	15.23	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 14.79 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 15.01 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 15.23 USD 1 CAR						
Item Text						
MFGR's Part Number 9911534						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
15	357942 LINER,43X47,LLD,1.5MIL,CLR,SUPERH VYDUTY	0.000	Case	17.30	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 16.79 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 17.04 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 17.30 USD 1 CS						
Item Text						
MFGR's Part Number 9910712						

*** Validity Period Changed ***						
16	325036 Liner, 29"x 36" white, drawstring, 1.5ml	0.000	Case	32.44	1	0.00
Item Text						
case/150 MPN is 99PA50232						

*** Validity Period Changed ***						
17	327436 LINER,38x58, 3MIL BLACK	0.000	Carton	44.24	1	0.00
Item Text						
Calico Item # 99PA11061, 100 per case						

*** Validity Period Changed ***						
18	360299 LINER,24X23,LLD.55MIL,CLEAR,HEXE NE	0.000	Case	13.98	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 14.98 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 14.56 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 13.98 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 317971 and 317929. 500 per case						

*** Validity Period Changed ***						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
19	360300 LINER,28X44,LLD,.9MIL,BLACK,HEXEN E	0.000	Case	15.91	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 16.90 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 16.57 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 15.91 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 357939. 200 per case						

*** Validity Period Changed ***						
20	360301 LINER,30X36,LLD,.9MIL,CLEAR,HEXEN E	0.000	Case	22.37	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 24.02 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 23.30 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 22.37 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 326952. 250 per case						

*** Validity Period Changed ***						
21	360302 LINER,33X39,LLD,1.5MIL,BLK,HEXENE	0.000	Case	13.64	1	0.00
Valid from 09/17/2021 to 09/26/2021						
Price(Contract/Bid) 14.91 USD 1 CS						
Valid from 09/27/2021 to 01/10/2022						
Price(Contract/Bid) 14.94 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 14.67 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 13.64 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 3285043. 100 per case						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
22	360303 LINER,40X46,LLD,2MIL,BLACK,HEXEN E	0.000	Case	25.23	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 27.65 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 27.13 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 25.23 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 328652. 100 per case						

*** Validity Period Changed ***						
23	360304 LINER,40X46,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	31.96	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 34.34 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 33.29 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 31.96 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327741. 100 per case						

*** Validity Period Changed ***						
24	360305 LINER,38X58,LLD,2MIL,BLACK,HEXEN E	0.000	Case	30.08	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 32.97 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 32.34 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 30.08 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327429. 100 per case						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
25	360306 LINER,38X58,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	38.31	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 41.16 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 39.91 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 38.31 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 357941. 100 per case						

*** Validity Period Changed ***						
26	360307 LINER,38X58,LLD,3MIL,BLACK,HEXEN E	0.000	Case	56.53	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 61.74 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 60.78 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 56.53 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327436. 100 per case						

*** Validity Period Changed ***						
27	360308 LINER,43X47,LLD,1.5MIL,BLK,HEXENE	0.000	Case	21.30	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 23.34 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 22.90 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 21.30 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327440. 100 per case						

*** Validity Period Changed ***						

Information:

**FULLY EXECUTED - CHANGE 6 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/29/2023

Valid From: 11/01/2020 To: 10/31/2024

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
28 360309	LINER,43X47,LLD,1.5MIL,CLR,HEXENE	0.000	Case	26.95	1	0.00
	Valid from 09/17/2021 to 01/10/2022					
	Price(Contract/Bid) 28.95	USD 1	CS			
	Valid from 01/11/2022 to 01/09/2023					
	Price(Contract/Bid) 28.07	USD 1	CS			
	Valid from 01/10/2023 to 12/31/9999					
	Price(Contract/Bid) 26.95	USD 1	CS			
Item Text						
This Item is being offered as a temporary replacement for 357942. 100 per case						

*** Validity Period Changed ***						
29 326948	BAG, POLY, 9"X 15"X 3 MIL CLEAR	0.000	Case	59.84	1	0.00

Item Text

This Item is being offered as a temporary replacement for 357942. 100 per case

Item Text

Clear plastic bag, flat polyethylene, Size: 9" x 15", gauge .003 mils, 1000/case

Calico code 9950342

General Requirements for all Items:**Header Text**

This contract is for Polyethylene Trashcan Liners of various sizes and weights used for refuse, trash, recycling, and dirty laundry etc.

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.

No further information for this Contract

Information:



All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 535151

Supplier Name/Address:
CALICO PACKAGING LLC
10621 IRON BRIDGE RD
JESSUP MD 20794-9381 US

Supplier Phone Number: 800-638-0828

Supplier Fax Number: 301-498-2056

Contract Name:
Polyethylene Trashcan Liners

Page 1 of 10

FULLY EXECUTED - CHANGE 4 - REPRINT

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/09/2023

Valid From: 11/01/2020 To: 10/31/2023

Purchasing Agent

Name: Pakoskey Stan

Phone: 717-346-3847

Fax: 717-783-6241

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms
NET 30

Solicitation No.: Issuance Date:

Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	317929 LINER,24X23,LLD.55MIL,BLACK,MED DUTY	0.000	Case	9.59	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 9.31 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 9.45 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 9.59 USD 1 CS					
Item Text MFGR's Part Number 9940278 -----						

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**FULLY EXECUTED - CHANGE 4 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/09/2023

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2 317971	LINER,24X23,LLD.55MIL,CLEAR,MED DUTY	0.000	Case	9.59	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 9.31 USD	1	CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 9.45 USD	1	CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 9.59 USD	1	CS			
Item Text						
MFGR's Part Number 9940279						
4 357939	LINER,28X44,LLD,.9MIL,BLACK,X-HEAVY DUTY	0.000	Case	12.37	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 12.01 USD	1	CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 12.19 USD	1	CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 12.37 USD	1	CS			
Item Text						
MFGR's Part Number 9940347SP						
5 326952	LINER,30X36,LLD,.9MIL,CLEAR,X-HEAVY DUTY	0.000	Case	14.08	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 13.67 USD	1	CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 13.87 USD	1	CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 14.08 USD	1	CS			
Item Text						
MFGR's Part Number 9940354						
6 327431	LINER,24x 33,HI-D,12MIC,CLEAR,MED DUTY	0.000	Carton	13.10	1	0.00

Information:

**FULLY EXECUTED - CHANGE 4 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/09/2023

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	12.71 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	12.90 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	13.10 USD	1 CAR			
Item Text						
MFGR's Part Number 9930289						

7	357940 LINER,30X37,HI-D,12MIC,CLEAR,MED DUTY	0.000	Case	19.72	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	19.14 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	19.43 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	19.72 USD	1 CS			
Item Text						
MFGR's Part Number 9970014						

8	325043 LINER,33X39,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Case	9.59	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	9.31 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	9.45 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	9.59 USD	1 CS			
Item Text						
MFGR's Part Number 9911654						

9	328651 LINER,33X40,HI- D,12MIC,CLEAR,HEAVY DUTY	0.000	Carton	20.16	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	19.56 USD	1 CAR			

Information:

**FULLY EXECUTED - CHANGE 4 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/09/2023

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	19.86 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	20.16 USD	1 CAR			
Item Text						
MFGR's Part Number 9970068						

10	327429 LINER,38X58,LLD,2MIL,BLACK,SUPER HVVYDUTY	0.000	Carton	22.54	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	21.88 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	22.21 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	22.54 USD	1 CAR			
Item Text						
MFGR's Part Number 9910110						

11	357941 LINER,38X58,LLD,2MIL,CLEAR,SUPER HVVYDUTY	0.000	Case	25.69	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	24.94 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	25.31 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	25.69 USD	1 CS			
Item Text						
MFGR's Part Number 9911479						

12	328652 LINER,40X46,LLD,2MIL,BLACK,SUPER HVVYDUTY	0.000	Carton	18.82	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	18.27 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	18.55 USD	1 CAR			

Information:

**FULLY EXECUTED - CHANGE 4 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/09/2023

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	18.82	USD	1	CAR	
Item Text						
MFGR's Part Number 9911057						

13	327741 LINER,40X46,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	21.38	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	20.75	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	21.06	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	21.38	USD	1	CS	
Item Text						
MFGR's Part Number 9911724						

14	327440 LINER,43X47,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Carton	15.23	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	14.79	USD	1	CAR	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	15.01	USD	1	CAR	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	15.23	USD	1	CAR	
Item Text						
MFGR's Part Number 9911534						

15	357942 LINER,43X47,LLD,1.5MIL,CLR,SUPERH VYDUTY	0.000	Case	17.30	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	16.79	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	17.04	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	17.30	USD	1	CS	

Information:

**FULLY EXECUTED - CHANGE 4 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/09/2023

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text MFGR's Part Number 9910712						
16	325036 Liner, 29"x 36" white, drawstring, 1.5ml	0.000	Case	32.44	1	0.00
Item Text case/150 MPN is 99PA50232						
17	327436 LINER,38x58, 3MIL BLACK	0.000	Carton	44.24	1	0.00
Item Text Calico Item # 99PA11061, 100 per case						
18	360299 LINER,24X23,LLD.55MIL,CLEAR,HEXENE	0.000	Case	14.56	1	0.00
Valid from 09/17/2021 to 01/10/2022 Price(Contract/Bid) 14.98 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023 Price(Contract/Bid) 14.56 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999 Price(Contract/Bid) 13.98 USD 1 CS						
Item Text This Item is being offered as a temporary replacement for 317971 and 317929. 500 per case						
19	360300 LINER,28X44,LLD,.9MIL,BLACK,HEXENE	0.000	Case	16.57	1	0.00
Valid from 09/17/2021 to 01/10/2022 Price(Contract/Bid) 16.90 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023 Price(Contract/Bid) 16.57 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999 Price(Contract/Bid) 15.91 USD 1 CS						
Item Text This Item is being offered as a temporary replacement for 357939. 200 per case						

Information:

**FULLY EXECUTED - CHANGE 4 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/09/2023

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
20	360301 LINER,30X36,LLD,.9MIL,CLEAR,HEXEN E	0.000	Case	23.30	1	0.00
	Valid from 09/17/2021 to 01/10/2022					
	Price(Contract/Bid) 24.02 USD 1 CS					
	Valid from 01/11/2022 to 01/09/2023					
	Price(Contract/Bid) 23.30 USD 1 CS					
	Valid from 01/10/2023 to 12/31/9999					
	Price(Contract/Bid) 22.37 USD 1 CS					
Item Text						
This Item is being offered as a temporary replacement for 326952. 250 per case						
21	360302 LINER,33X39,LLD,1.5MIL,BLK,HEXENE	0.000	Case	14.67	1	0.00
	Valid from 09/17/2021 to 09/26/2021					
	Price(Contract/Bid) 14.91 USD 1 CS					
	Valid from 09/27/2021 to 01/10/2022					
	Price(Contract/Bid) 14.94 USD 1 CS					
	Valid from 01/11/2022 to 01/09/2023					
	Price(Contract/Bid) 14.67 USD 1 CS					
	Valid from 01/10/2023 to 12/31/9999					
	Price(Contract/Bid) 13.64 USD 1 CS					
Item Text						
This Item is being offered as a temporary replacement for 3285043. 100 per case						
22	360303 LINER,40X46,LLD,2MIL,BLACK,HEXEN E	0.000	Case	27.13	1	0.00
	Valid from 09/17/2021 to 01/10/2022					
	Price(Contract/Bid) 27.65 USD 1 CS					
	Valid from 01/11/2022 to 01/09/2023					
	Price(Contract/Bid) 27.13 USD 1 CS					
	Valid from 01/10/2023 to 12/31/9999					
	Price(Contract/Bid) 25.23 USD 1 CS					
Item Text						
This Item is being offered as a temporary replacement for 328652. 100 per case						

Information:

**FULLY EXECUTED - CHANGE 4 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/09/2023

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
23	360304 LINER,40X46,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	33.29	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 34.34 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 33.29 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 31.96 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327741. 100 per case						
24	360305 LINER,38X58,LLD,2MIL,BLACK,HEXEN E	0.000	Case	32.34	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 32.97 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 32.34 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 30.08 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327429. 100 per case						
25	360306 LINER,38X58,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	39.91	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 41.16 USD 1 CS						
Valid from 01/11/2022 to 01/09/2023						
Price(Contract/Bid) 39.91 USD 1 CS						
Valid from 01/10/2023 to 12/31/9999						
Price(Contract/Bid) 38.31 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 357941. 100 per case						
26	360307 LINER,38X58,LLD,3MIL,BLACK,HEXEN E	0.000	Case	60.78	1	0.00

Information:

**FULLY EXECUTED - CHANGE 4 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/09/2023

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	Valid from 09/17/2021 to 01/10/2022					
	Price(Contract/Bid)	61.74 USD	1 CS			
	Valid from 01/11/2022 to 01/09/2023					
	Price(Contract/Bid)	60.78 USD	1 CS			
	Valid from 01/10/2023 to 12/31/9999					
	Price(Contract/Bid)	56.53 USD	1 CS			
Item Text						
This Item is being offered as a temporary replacement for 327436. 100 per case						
27	360308	0.000	Case	22.90	1	0.00
	LINER,43X47,LLD,1.5MIL,BLK,HEXENE					
	Valid from 09/17/2021 to 01/10/2022					
	Price(Contract/Bid)	23.34 USD	1 CS			
	Valid from 01/11/2022 to 01/09/2023					
	Price(Contract/Bid)	22.90 USD	1 CS			
	Valid from 01/10/2023 to 12/31/9999					
	Price(Contract/Bid)	21.30 USD	1 CS			
Item Text						
This Item is being offered as a temporary replacement for 327440. 100 per case						
28	360309	0.000	Case	28.07	1	0.00
	LINER,43X47,LLD,1.5MIL,CLR,HEXENE					
	Valid from 09/17/2021 to 01/10/2022					
	Price(Contract/Bid)	28.95 USD	1 CS			
	Valid from 01/11/2022 to 01/09/2023					
	Price(Contract/Bid)	28.07 USD	1 CS			
	Valid from 01/10/2023 to 12/31/9999					
	Price(Contract/Bid)	26.95 USD	1 CS			
Item Text						
This Item is being offered as a temporary replacement for 357942. 100 per case						
29	326948	0.000	Case	59.84	1	0.00
	BAG, POLY, 9"X 15"X 3 MIL CLEAR					
Item Text						
Clear plastic bag, flat polyethylene, Size: 9" x 15", gauge .003 mils, 1000/case						
Calico code 9950342						
General Requirements for all Items:						

Information:

**FULLY EXECUTED - CHANGE 4 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/09/2023

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Header Text

This contract is for Polyethylene Trashcan Liners of various sizes and weights used for refuse, trash, recycling, and dirty laundry etc. This contract replaces contract 4400019182.

Supplier Information:

Calico Packaging, LLC
10621 Iron Bridge Road
Suite F
Jessup, MD 20794
John Jaret - President
bids@calicopackaging.com
800-638-0828 Phone
301-498-2056 Facsimile
www.calicopackaging.com
Customer Service: MS. Kriska McCoy and Ms. Adele Westerman

Contract Administrator:

Department of General Services
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Attn: James (Ben) Huffine
(ph) 717-346-3847
(fax) 717-783-6241
Email: jahuffine@pa.gov

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.

No further information for this Contract

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/30/2022

Valid From: 11/01/2020 To: 10/31/2023

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 535151**Supplier Name/Address:**

CALICO PACKAGING LLC
10621 IRON BRIDGE RD
JESSUP MD 20794-9381 US

Supplier Phone Number: 800-638-0828**Supplier Fax Number:** 301-498-2056**Contract Name:**

Polyethylene Trashcan Liners

Purchasing Agent**Name:** Pakoskey Stan**Phone:** 717-346-3847**Fax:** 717-783-6241**Please Deliver To:**

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	317929 LINER,24X23,LLD.55MIL,BLACK,MED DUTY	0.000	Case	9.45	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 9.31 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 9.45 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 9.59 USD 1 CS					
Item Text MFGR's Part Number 9940278 -----						

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/30/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2 317971	LINER,24X23,LLD.55MIL,CLEAR,MED DUTY	0.000	Case	9.45	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 9.31 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 9.45 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 9.59 USD 1 CS					
Item Text						
MFGR's Part Number 9940279						
4 357939	LINER,28X44,LLD,.9MIL,BLACK,X-HEAVY DUTY	0.000	Case	12.19	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 12.01 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 12.19 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 12.37 USD 1 CS					
Item Text						
MFGR's Part Number 9940347SP						
5 326952	LINER,30X36,LLD,.9MIL,CLEAR,X-HEAVY DUTY	0.000	Case	13.87	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 13.67 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 13.87 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 14.08 USD 1 CS					
Item Text						
MFGR's Part Number 9940354						
6 327431	LINER,24x 33,HI-D,12MIC,CLEAR,MED DUTY	0.000	Carton	12.90	1	0.00

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/30/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	12.71 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	12.90 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	13.10 USD	1 CAR			
Item Text						
MFGR's Part Number 9930289						

7	357940 LINER,30X37,HI-D,12MIC,CLEAR,MED DUTY	0.000	Case	19.43	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	19.14 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	19.43 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	19.72 USD	1 CS			
Item Text						
MFGR's Part Number 9970014						

8	325043 LINER,33X39,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Case	9.45	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	9.31 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	9.45 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	9.59 USD	1 CS			
Item Text						
MFGR's Part Number 9911654						

9	328651 LINER,33X40,HI- D,12MIC,CLEAR,HEAVY DUTY	0.000	Carton	19.86	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	19.56 USD	1 CAR			

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/30/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	19.86 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	20.16 USD	1 CAR			
Item Text						
MFGR's Part Number 9970068						

10	327429 LINER,38X58,LLD,2MIL,BLACK,SUPER HVVYDUTY	0.000	Carton	22.21	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	21.88 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	22.21 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	22.54 USD	1 CAR			
Item Text						
MFGR's Part Number 9910110						

11	357941 LINER,38X58,LLD,2MIL,CLEAR,SUPER HVVYDUTY	0.000	Case	25.31	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	24.94 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	25.31 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	25.69 USD	1 CS			
Item Text						
MFGR's Part Number 9911479						

12	328652 LINER,40X46,LLD,2MIL,BLACK,SUPER HVVYDUTY	0.000	Carton	18.55	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	18.27 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	18.55 USD	1 CAR			

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/30/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	18.82	USD	1	CAR	
Item Text						
MFGR's Part Number 9911057						

13	327741 LINER,40X46,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	21.06	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	20.75	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	21.06	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	21.38	USD	1	CS	
Item Text						
MFGR's Part Number 9911724						

14	327440 LINER,43X47,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Carton	15.01	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	14.79	USD	1	CAR	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	15.01	USD	1	CAR	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	15.23	USD	1	CAR	
Item Text						
MFGR's Part Number 9911534						

15	357942 LINER,43X47,LLD,1.5MIL,CLR,SUPERH VYDUTY	0.000	Case	17.04	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	16.79	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	17.04	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	17.30	USD	1	CS	

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/30/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text MFGR's Part Number 9910712						
16	325036 Liner, 29"x 36" white, drawstring, 1.5ml	0.000	Case	32.44	1	0.00
Item Text case/150 MPN is 99PA50232						
17	327436 LINER,38x58, 3MIL BLACK	0.000	Carton	44.24	1	0.00
Item Text Calico Item # 99PA11061, 100 per case						
18	360299 LINER,24X23,LLD.55MIL,CLEAR,HEXENE	0.000	Case	14.56	1	0.00
Valid from 09/17/2021 to 01/10/2022 Price(Contract/Bid) 14.98 USD 1 CS Valid from 01/11/2022 to 12/31/9999 Price(Contract/Bid) 14.56 USD 1 CS						
Item Text This Item is being offered as a temporary replacement for 317971 and 317929. 500 per case						
19	360300 LINER,28X44,LLD,.9MIL,BLACK,HEXENE	0.000	Case	16.57	1	0.00
Valid from 09/17/2021 to 01/10/2022 Price(Contract/Bid) 16.90 USD 1 CS Valid from 01/11/2022 to 12/31/9999 Price(Contract/Bid) 16.57 USD 1 CS						
Item Text This Item is being offered as a temporary replacement for 357939. 200 per case						
20	360301 LINER,30X36,LLD,.9MIL,CLEAR,HEXENE	0.000	Case	23.30	1	0.00
Valid from 09/17/2021 to 01/10/2022 Price(Contract/Bid) 24.02 USD 1 CS						

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/30/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 01/11/2022 to 12/31/9999</i>						
Price(Contract/Bid) 23.30 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 326952. 250 per case						
21	360302 LINER,33X39,LLD,1.5MIL,BLK,HEXENE	0.000	Case	14.67	1	0.00
<i>Valid from 09/17/2021 to 09/26/2021</i>						
Price(Contract/Bid) 14.91 USD 1 CS						
<i>Valid from 09/27/2021 to 01/10/2022</i>						
Price(Contract/Bid) 14.94 USD 1 CS						
<i>Valid from 01/11/2022 to 12/31/9999</i>						
Price(Contract/Bid) 14.67 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 3285043. 100 per case						
22	360303 LINER,40X46,LLD,2MIL,BLACK,HEXEN E	0.000	Case	27.13	1	0.00
<i>Valid from 09/17/2021 to 01/10/2022</i>						
Price(Contract/Bid) 27.65 USD 1 CS						
<i>Valid from 01/11/2022 to 12/31/9999</i>						
Price(Contract/Bid) 27.13 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 328652. 100 per case						
23	360304 LINER,40X46,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	33.29	1	0.00
<i>Valid from 09/17/2021 to 01/10/2022</i>						
Price(Contract/Bid) 34.34 USD 1 CS						
<i>Valid from 01/11/2022 to 12/31/9999</i>						
Price(Contract/Bid) 33.29 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327741. 100 per case						
24	360305 LINER,38X58,LLD,2MIL,BLACK,HEXEN E	0.000	Case	32.34	1	0.00

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/30/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 09/17/2021 to 01/10/2022</i>						
	Price(Contract/Bid)	32.97	USD	1	CS	
<i>Valid from 01/11/2022 to 12/31/9999</i>						
	Price(Contract/Bid)	32.34	USD	1	CS	
Item Text						
This Item is being offered as a temporary replacement for 327429. 100 per case						
25	360306 LINER,38X58,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	39.91	1	0.00
<i>Valid from 09/17/2021 to 01/10/2022</i>						
	Price(Contract/Bid)	41.16	USD	1	CS	
<i>Valid from 01/11/2022 to 12/31/9999</i>						
	Price(Contract/Bid)	39.91	USD	1	CS	
Item Text						
This Item is being offered as a temporary replacement for 357941. 100 per case						
26	360307 LINER,38X58,LLD,3MIL,BLACK,HEXEN E	0.000	Case	60.78	1	0.00
<i>Valid from 09/17/2021 to 01/10/2022</i>						
	Price(Contract/Bid)	61.74	USD	1	CS	
<i>Valid from 01/11/2022 to 12/31/9999</i>						
	Price(Contract/Bid)	60.78	USD	1	CS	
Item Text						
This Item is being offered as a temporary replacement for 327436. 100 per case						
27	360308 LINER,43X47,LLD,1.5MIL,BLK,HEXENE	0.000	Case	22.90	1	0.00
<i>Valid from 09/17/2021 to 01/10/2022</i>						
	Price(Contract/Bid)	23.34	USD	1	CS	
<i>Valid from 01/11/2022 to 12/31/9999</i>						
	Price(Contract/Bid)	22.90	USD	1	CS	
Item Text						
This Item is being offered as a temporary replacement for 327440. 100 per case						
28	360309 LINER,43X47,LLD,1.5MIL,CLR,HEXENE	0.000	Case	28.07	1	0.00

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/30/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	Valid from 09/17/2021 to 01/10/2022					
	Price(Contract/Bid)	28.95	USD 1 CS			
	Valid from 01/11/2022 to 12/31/9999					
	Price(Contract/Bid)	28.07	USD 1 CS			

Item Text

This Item is being offered as a temporary replacement for 357942. 100 per case

General Requirements for all Items:**Information:**

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 08/30/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Header Text

This contract is for Polyethylene Trashcan Liners of various sizes and weights used for refuse, trash, recycling, and dirty laundry etc. This contract replaces contract 4400019182.

Supplier Information:

Calico Packaging, LLC
10621 Iron Bridge Road
Suite F
Jessup, MD 20794
John Jaret - President
bids@calicopackaging.com
800-638-0828 Phone
301-498-2056 Facsimile
www.calicopackaging.com
Customer Service: MS. Kriska McCoy and Ms. Adele Westerman

Contract Administrator:

Department of General Services
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Attn: James (Ben) Huffine
(ph) 717-346-3847
(fax) 717-783-6241
Email: jahuffine@pa.gov

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.

No further information for this Contract

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/12/2022

Valid From: 11/01/2020 To: 10/31/2023

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 535151**Supplier Name/Address:**

CALICO PACKAGING LLC
10621 IRON BRIDGE RD
JESSUP MD 20794-9381 US

Supplier Phone Number: 800-638-0828**Supplier Fax Number:** 301-498-2056**Contract Name:**

Polyethylene Trashcan Liners

Purchasing Agent**Name:** Huffine James**Phone:** 717-346-3847**Fax:** 717-346-3819**Please Deliver To:**

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	317929 LINER,24X23,LLD.55MIL,BLACK,MED DUTY	0.000	Case	9.45	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid)		9.31	USD	1	CS	
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid)		9.45	USD	1	CS	
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid)		9.59	USD	1	CS	
Item Text						
MFGR's Part Number 9940278						
Field Changed: PRICE						
Old Value:		9.31				
New Value:		9.45				

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/12/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2	317971 LINER,24X23,LLD.55MIL,CLEAR,MED DUTY	0.000	Case	9.45	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
Price(Contract/Bid) 9.31 USD 1 CS						
<i>Valid from 11/01/2021 to 10/31/2022</i>						
Price(Contract/Bid) 9.45 USD 1 CS						
<i>Valid from 11/01/2022 to 10/31/2023</i>						
Price(Contract/Bid) 9.59 USD 1 CS						
Item Text						
MFGR's Part Number 9940279						
Field Changed: PRICE						
Old Value: 9.31						
New Value: 9.45						
4	357939 LINER,28X44,LLD,.9MIL,BLACK,X-HEAVY DUTY	0.000	Case	12.19	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
Price(Contract/Bid) 12.01 USD 1 CS						
<i>Valid from 11/01/2021 to 10/31/2022</i>						
Price(Contract/Bid) 12.19 USD 1 CS						
<i>Valid from 11/01/2022 to 10/31/2023</i>						
Price(Contract/Bid) 12.37 USD 1 CS						
Item Text						
MFGR's Part Number 9940347SP						
Field Changed: PRICE						
Old Value: 12.01						
New Value: 12.19						
5	326952 LINER,30X36,LLD,.9MIL,CLEAR,X-HEAVY DUTY	0.000	Case	13.87	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
Price(Contract/Bid) 13.67 USD 1 CS						
<i>Valid from 11/01/2021 to 10/31/2022</i>						
Price(Contract/Bid) 13.87 USD 1 CS						
<i>Valid from 11/01/2022 to 10/31/2023</i>						
Price(Contract/Bid) 14.08 USD 1 CS						

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/12/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text						
MFGR's Part Number 9940354						
Field Changed: PRICE						
Old Value: 13.67						
New Value: 13.87						
6	327431 LINER,24x 33,HI-D,12MIC,CLEAR,MED DUTY	0.000	Carton	12.90	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 12.71 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 12.90 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 13.10 USD 1 CAR						
Item Text						
MFGR's Part Number 9930289						
Field Changed: PRICE						
Old Value: 12.71						
New Value: 12.90						
7	357940 LINER,30X37,HI-D,12MIC,CLEAR,MED DUTY	0.000	Case	19.43	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 19.14 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 19.43 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 19.72 USD 1 CS						
Item Text						
MFGR's Part Number 9970014						
Field Changed: PRICE						
Old Value: 19.14						
New Value: 19.43						
8	325043 LINER,33X39,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Case	9.45	1	0.00

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/12/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	9.31	USD 1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	9.45	USD 1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	9.59	USD 1 CS			
Item Text						
MFGR's Part Number 9911654						
Field Changed: PRICE						
Old Value: 9.31						
New Value: 9.45						

9	328651 LINER,33X40,HI- D,12MIC,CLEAR,HEAVY DUTY	0.000	Carton	19.86	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	19.56	USD 1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	19.86	USD 1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	20.16	USD 1 CAR			
Item Text						
MFGR's Part Number 9970068						
Field Changed: PRICE						
Old Value: 19.56						
New Value: 19.86						

10	327429 LINER,38X58,LLD,2MIL,BLACK,SUPER HVYDUTY	0.000	Carton	22.21	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	21.88	USD 1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	22.21	USD 1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	22.54	USD 1 CAR			

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/12/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text						
MFGR's Part Number 9910110						
Field Changed: PRICE						
Old Value: 21.88						
New Value: 22.21						

11	357941 LINER,38X58,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	25.31	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 24.94 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 25.31 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 25.69 USD 1 CS						
Item Text						
MFGR's Part Number 9911479						
Field Changed: PRICE						
Old Value: 24.94						
New Value: 25.31						

12	328652 LINER,40X46,LLD,2MIL,BLACK,SUPER HVYDUTY	0.000	Carton	18.55	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 18.27 USD 1 CAR						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 18.55 USD 1 CAR						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 18.82 USD 1 CAR						
Item Text						
MFGR's Part Number 9911057						
Field Changed: PRICE						
Old Value: 18.27						
New Value: 18.55						

13	327741 LINER,40X46,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	21.06	1	0.00

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/12/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	20.75	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	21.06	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	21.38	USD	1	CS	
Item Text						
MFGR's Part Number 9911724						
Field Changed: PRICE						
Old Value: 20.75						
New Value: 21.06						

14	327440 LINER,43X47,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Carton	15.01	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	14.79	USD	1	CAR	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	15.01	USD	1	CAR	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	15.23	USD	1	CAR	
Item Text						
MFGR's Part Number 9911534						
Field Changed: PRICE						
Old Value: 14.79						
New Value: 15.01						

15	357942 LINER,43X47,LLD,1.5MIL,CLR,SUPERH VYDUTY	0.000	Case	17.04	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	16.79	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	17.04	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	17.30	USD	1	CS	

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/12/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text						
MFGR's Part Number 9910712						
Field Changed: PRICE						
Old Value: 16.79						
New Value: 17.04						

16	325036 Liner, 29"x 36" white, drawstring, 1.5ml	0.000	Case	32.44	1	0.00
Item Text						
case/150 MPN is 99PA50232						

17	327436 LINER,38x58, 3MIL BLACK	0.000	Carton	44.24	1	0.00
Item Text						
Calico Item # 99PA11061, 100 per case						

18	360299 LINER,24X23,LLD.55MIL,CLEAR,HEXENE	0.000	Case	14.56	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 14.98 USD 1 CS						
Valid from 01/11/2022 to 12/31/9999						
Price(Contract/Bid) 14.56 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 317971 and 317929. 500 per case						
Field Changed: PRICE						
Old Value: 14.98						
New Value: 14.56						

19	360300 LINER,28X44,LLD,.9MIL,BLACK,HEXENE	0.000	Case	16.57	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 16.90 USD 1 CS						
Valid from 01/11/2022 to 12/31/9999						
Price(Contract/Bid) 16.57 USD 1 CS						

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/12/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text						
This Item is being offered as a temporary replacement for 357939. 200 per case						
Field Changed: PRICE						
Old Value: 16.90						
New Value: 16.57						
20	360301 LINER,30X36,LLD,.9MIL,CLEAR,HEXEN E	0.000	Case	23.30	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 24.02 USD 1 CS						
Valid from 01/11/2022 to 12/31/9999						
Price(Contract/Bid) 23.30 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 326952. 250 per case						
Field Changed: PRICE						
Old Value: 24.02						
New Value: 23.30						
21	360302 LINER,33X39,LLD,1.5MIL,BLK,HEXENE	0.000	Case	14.67	1	0.00
Valid from 09/17/2021 to 09/26/2021						
Price(Contract/Bid) 14.91 USD 1 CS						
Valid from 09/27/2021 to 01/10/2022						
Price(Contract/Bid) 14.94 USD 1 CS						
Valid from 01/11/2022 to 12/31/9999						
Price(Contract/Bid) 14.67 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 3285043. 100 per case						
Field Changed: PRICE						
Old Value: 14.94						
New Value: 14.67						
22	360303 LINER,40X46,LLD,2MIL,BLACK,HEXEN E	0.000	Case	27.13	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 27.65 USD 1 CS						
Valid from 01/11/2022 to 12/31/9999						
Price(Contract/Bid) 27.13 USD 1 CS						

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/12/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text						
This Item is being offered as a temporary replacement for 328652. 100 per case						
Field Changed: PRICE						
Old Value: 27.65						
New Value: 27.13						
23	360304 LINER,40X46,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	33.29	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 34.34 USD 1 CS						
Valid from 01/11/2022 to 12/31/9999						
Price(Contract/Bid) 33.29 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327741. 100 per case						
Field Changed: PRICE						
Old Value: 34.34						
New Value: 33.29						
24	360305 LINER,38X58,LLD,2MIL,BLACK,HEXEN E	0.000	Case	32.34	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 32.97 USD 1 CS						
Valid from 01/11/2022 to 12/31/9999						
Price(Contract/Bid) 32.34 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327429. 100 per case						
Field Changed: PRICE						
Old Value: 32.97						
New Value: 32.34						
25	360306 LINER,38X58,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	39.91	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 41.16 USD 1 CS						
Valid from 01/11/2022 to 12/31/9999						
Price(Contract/Bid) 39.91 USD 1 CS						

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/12/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text						
This Item is being offered as a temporary replacement for 357941. 100 per case						
Field Changed: PRICE						
Old Value: 41.16						
New Value: 39.91						
26	360307 LINER,38X58,LLD,3MIL,BLACK,HEXEN E	0.000	Case	60.78	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 61.74 USD 1 CS						
Valid from 01/11/2022 to 12/31/9999						
Price(Contract/Bid) 60.78 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327436. 100 per case						
Field Changed: PRICE						
Old Value: 61.74						
New Value: 60.78						
27	360308 LINER,43X47,LLD,1.5MIL,BLK,HEXENE	0.000	Case	22.90	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 23.34 USD 1 CS						
Valid from 01/11/2022 to 12/31/9999						
Price(Contract/Bid) 22.90 USD 1 CS						
Item Text						
This Item is being offered as a temporary replacement for 327440. 100 per case						
Field Changed: PRICE						
Old Value: 23.34						
New Value: 22.90						
28	360309 LINER,43X47,LLD,1.5MIL,CLR,HEXENE	0.000	Case	28.07	1	0.00
Valid from 09/17/2021 to 01/10/2022						
Price(Contract/Bid) 28.95 USD 1 CS						
Valid from 01/11/2022 to 12/31/9999						
Price(Contract/Bid) 28.07 USD 1 CS						

Information:



FULLY EXECUTED - CHANGE 2
Contract Number: 4400023399
Original Contract Effective Date: 10/19/2020
Contract Change Date: 01/12/2022
Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:
CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
------	--------------------------	-----	-----	-------	-------------	-------

Item Text

This Item is being offered as a temporary replacement for 357942. 100 per case

Field Changed: PRICE

Old Value: 28.95

New Value: 28.07

General Requirements for all Items:**Information:**

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 01/12/2022

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Header Text

This contract is for Polyethylene Trashcan Liners of various sizes and weights used for refuse, trash, recycling, and dirty laundry etc. This contract replaces contract 4400019182.

Supplier Information:

Calico Packaging, LLC
10621 Iron Bridge Road
Suite F
Jessup, MD 20794
John Jaret - President
bids@calicopackaging.com
800-638-0828 Phone
301-498-2056 Facsimile
www.calicopackaging.com
Customer Service: MS. Kriska McCoy and Ms. Adele Westerman

Contract Administrator:

Department of General Services
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Attn: James (Ben) Huffine
(ph) 717-346-3847
(fax) 717-783-6241
Email: jahuffine@pa.gov

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.

No further information for this Contract

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 09/27/2021

Valid From: 11/01/2020 To: 10/31/2023

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 535151**Supplier Name/Address:**

CALICO PACKAGING LLC
10621 IRON BRIDGE RD
JESSUP MD 20794-9381 US

Supplier Phone Number: 800-638-0828**Supplier Fax Number:** 301-498-2056**Contract Name:**

Polyethylene Trashcan Liners

Purchasing Agent**Name:** Huffine James**Phone:** 717-346-3847**Fax:** 717-346-3819**Please Deliver To:**

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	317929 LINER,24X23,LLD.55MIL,BLACK,MED DUTY	0.000	Case	9.31	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 9.31 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 9.45 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 9.59 USD 1 CS					
Item Text MFGR's Part Number 9940278 -----						

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 09/27/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2 317971	LINER,24X23,LLD.55MIL,CLEAR,MED DUTY	0.000	Case	9.31	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 9.31 USD	1	CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 9.45 USD	1	CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 9.59 USD	1	CS			
Item Text						
MFGR's Part Number 9940279						
4 357939	LINER,28X44,LLD,.9MIL,BLACK,X-HEAVY DUTY	0.000	Case	12.01	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 12.01 USD	1	CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 12.19 USD	1	CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 12.37 USD	1	CS			
Item Text						
MFGR's Part Number 9940347SP						
5 326952	LINER,30X36,LLD,.9MIL,CLEAR,X-HEAVY DUTY	0.000	Case	13.67	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 13.67 USD	1	CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 13.87 USD	1	CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 14.08 USD	1	CS			
Item Text						
MFGR's Part Number 9940354						
6 327431	LINER,24x 33,HI-D,12MIC,CLEAR,MED DUTY	0.000	Carton	12.71	1	0.00

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 09/27/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	12.71 USD	1 CAR			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	12.90 USD	1 CAR			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	13.10 USD	1 CAR			
Item Text						
MFGR's Part Number 9930289						
7	357940 LINER,30X37,HI-D,12MIC,CLEAR,MED DUTY	0.000	Case	19.14	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	19.14 USD	1 CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	19.43 USD	1 CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	19.72 USD	1 CS			
Item Text						
MFGR's Part Number 9970014						
8	325043 LINER,33X39,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Case	9.31	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	9.31 USD	1 CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	9.45 USD	1 CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	9.59 USD	1 CS			
Item Text						
MFGR's Part Number 9911654						
9	328651 LINER,33X40,HI- D,12MIC,CLEAR,HEAVY DUTY	0.000	Carton	19.56	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	19.56 USD	1 CAR			

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 09/27/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	19.86 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	20.16 USD	1 CAR			
Item Text						
MFGR's Part Number 9970068						
10	327429 LINER,38X58,LLD,2MIL,BLACK,SUPER HVVYDUTY	0.000	Carton	21.88	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	21.88 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	22.21 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	22.54 USD	1 CAR			
Item Text						
MFGR's Part Number 9910110						
11	357941 LINER,38X58,LLD,2MIL,CLEAR,SUPER HVVYDUTY	0.000	Case	24.94	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	24.94 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	25.31 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	25.69 USD	1 CS			
Item Text						
MFGR's Part Number 9911479						
12	328652 LINER,40X46,LLD,2MIL,BLACK,SUPER HVVYDUTY	0.000	Carton	18.27	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	18.27 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	18.55 USD	1 CAR			

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 09/27/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	18.82	USD	1	CAR	
Item Text						
MFGR's Part Number 9911057						

13	327741 LINER,40X46,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	20.75	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	20.75	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	21.06	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	21.38	USD	1	CS	
Item Text						
MFGR's Part Number 9911724						

14	327440 LINER,43X47,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Carton	14.79	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	14.79	USD	1	CAR	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	15.01	USD	1	CAR	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	15.23	USD	1	CAR	
Item Text						
MFGR's Part Number 9911534						

15	357942 LINER,43X47,LLD,1.5MIL,CLR,SUPERH VYDUTY	0.000	Case	16.79	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	16.79	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	17.04	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	17.30	USD	1	CS	

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 09/27/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text MFGR's Part Number 9910712						
16	325036 Liner, 29"x 36" white, drawstring, 1.5ml	0.000	Case	32.44	1	0.00
Item Text case/150 MPN is 99PA50232						
17	327436 LINER,38x58, 3MIL BLACK	0.000	Carton	44.24	1	0.00
Item Text Calico Item # 99PA11061, 100 per case						
18	360299 LINER,24X23,LLD.55MIL,CLEAR,HEXENE	0.000	Case	14.98	1	0.00
Item Text This Item is being offered as a temporary replacement for 317971 and 317929. 500 per case						
19	360300 LINER,28X44,LLD,.9MIL,BLACK,HEXENE	0.000	Case	16.90	1	0.00
Item Text This Item is being offered as a temporary replacement for 357939. 200 per case						
20	360301 LINER,30X36,LLD,.9MIL,CLEAR,HEXENE	0.000	Case	24.02	1	0.00
Item Text This Item is being offered as a temporary replacement for 326952. 250 per case						
21	360302 LINER,33X39,LLD,1.5MIL,BLK,HEXENE	0.000	Case	14.94	1	0.00
Valid from 09/17/2021 to 09/26/2021						
Price(Contract/Bid) 14.91 USD 1 CS						
Valid from 09/27/2021 to 12/31/9999						
Price(Contract/Bid) 14.94 USD 1 CS						

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 09/27/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text This Item is being offered as a temporary replacement for 3285043. 100 per case Field Changed: PRICE Old Value: 14.91 New Value: 14.94						
22	360303 LINER,40X46,LLD,2MIL,BLACK,HEXEN E	0.000	Case	27.65	1	0.00
Item Text This Item is being offered as a temporary replacement for 328652. 100 per case						
23	360304 LINER,40X46,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	34.34	1	0.00
Item Text This Item is being offered as a temporary replacement for 327741. 100 per case						
24	360305 LINER,38X58,LLD,2MIL,BLACK,HEXEN E	0.000	Case	32.97	1	0.00
Item Text This Item is being offered as a temporary replacement for 327429. 100 per case						
25	360306 LINER,38X58,LLD,2MIL,CLEAR,HEXEN E	0.000	Case	41.16	1	0.00
Item Text This Item is being offered as a temporary replacement for 357941. 100 per case						
26	360307 LINER,38X58,LLD,3MIL,BLACK,HEXEN E	0.000	Case	61.74	1	0.00
Item Text This Item is being offered as a temporary replacement for 327436. 100 per case						
27	360308 LINER,43X47,LLD,1.5MIL,BLK,HEXENE	0.000	Case	23.34	1	0.00
Item Text This Item is being offered as a temporary replacement for 327440. 100 per case						

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 09/27/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
28	360309 LINER,43X47,LLD,1.5MIL,CLR,HEXENE	0.000	Case	28.95	1	0.00

Item Text

This Item is being offered as a temporary replacement for 357942. 100 per case

General Requirements for all Items:**Information:**

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 09/27/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Header Text

This contract is for Polyethylene Trashcan Liners of various sizes and weights used for refuse, trash, recycling, and dirty laundry etc. This contract replaces contract 4400019182.

Supplier Information:

Calico Packaging, LLC
10621 Iron Bridge Road
Suite F
Jessup, MD 20794
John Jaret - President
bids@calicopackaging.com
800-638-0828 Phone
301-498-2056 Facsimile
www.calicopackaging.com
Customer Service: MS. Kriska McCoy and Ms. Adele Westerman

Contract Administrator:

Department of General Services
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Attn: James (Ben) Huffine
(ph) 717-346-3847
(fax) 717-783-6241
Email: jahuffine@pa.gov

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.

No further information for this Contract

Information:



All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 535151

Supplier Name/Address:
CALICO PACKAGING LLC
10621 IRON BRIDGE RD
JESSUP MD 20794-9381 US

Supplier Phone Number: 800-638-0828

Supplier Fax Number: 301-498-2056

Contract Name:
Polyethylene Trashcan Liners

Page 1 of 7

FULLY EXECUTED - CHANGE 1

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 04/15/2021

Valid From: 11/01/2020 To: 10/31/2023

Purchasing Agent

Name: Huffine James

Phone: 717-346-3847

Fax: 717-346-3819

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms
NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	317929 LINER,24X23,LLD.55MIL,BLACK,MED DUTY	0.000	Case	9.31	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 9.31 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 9.45 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 9.59 USD 1 CS					
Item Text MFGR's Part Number 9940278 -----						

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**FULLY EXECUTED - CHANGE 1 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 04/15/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2 317971	LINER,24X23,LLD.55MIL,CLEAR,MED DUTY	0.000	Case	9.31	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 9.31 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 9.45 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 9.59 USD 1 CS						
Item Text						
MFGR's Part Number 9940279						
4 357939	LINER,28X44,LLD,.9MIL,BLACK,X-HEAVY DUTY	0.000	Case	12.01	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 12.01 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 12.19 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 12.37 USD 1 CS						
Item Text						
MFGR's Part Number 9940347SP						
5 326952	LINER,30X36,LLD,.9MIL,CLEAR,X-HEAVY DUTY	0.000	Case	13.67	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 13.67 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 13.87 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 14.08 USD 1 CS						
Item Text						
MFGR's Part Number 9940354						
6 327431	LINER,24x 33,HI-D,12MIC,CLEAR,MED DUTY	0.000	Carton	12.71	1	0.00

Information:

**FULLY EXECUTED - CHANGE 1 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 04/15/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	12.71 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	12.90 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	13.10 USD	1 CAR			
Item Text						
MFGR's Part Number 9930289						

7	357940 LINER,30X37,HI-D,12MIC,CLEAR,MED DUTY	0.000	Case	19.14	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	19.14 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	19.43 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	19.72 USD	1 CS			
Item Text						
MFGR's Part Number 9970014						

8	325043 LINER,33X39,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Case	9.31	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	9.31 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	9.45 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	9.59 USD	1 CS			
Item Text						
MFGR's Part Number 9911654						

9	328651 LINER,33X40,HI- D,12MIC,CLEAR,HEAVY DUTY	0.000	Carton	19.56	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	19.56 USD	1 CAR			

Information:

**FULLY EXECUTED - CHANGE 1 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 04/15/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	19.86 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	20.16 USD	1 CAR			
Item Text						
MFGR's Part Number 9970068						
10	327429 LINER,38X58,LLD,2MIL,BLACK,SUPER HVVYDUTY	0.000	Carton	21.88	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	21.88 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	22.21 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	22.54 USD	1 CAR			
Item Text						
MFGR's Part Number 9910110						
11	357941 LINER,38X58,LLD,2MIL,CLEAR,SUPER HVVYDUTY	0.000	Case	24.94	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	24.94 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	25.31 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	25.69 USD	1 CS			
Item Text						
MFGR's Part Number 9911479						
12	328652 LINER,40X46,LLD,2MIL,BLACK,SUPER HVVYDUTY	0.000	Carton	18.27	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	18.27 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	18.55 USD	1 CAR			

Information:

**FULLY EXECUTED - CHANGE 1 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 04/15/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	18.82	USD	1	CAR	
Item Text						
MFGR's Part Number 9911057						

13	327741 LINER,40X46,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	20.75	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	20.75	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	21.06	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	21.38	USD	1	CS	
Item Text						
MFGR's Part Number 9911724						

14	327440 LINER,43X47,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Carton	14.79	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	14.79	USD	1	CAR	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	15.01	USD	1	CAR	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	15.23	USD	1	CAR	
Item Text						
MFGR's Part Number 9911534						

15	357942 LINER,43X47,LLD,1.5MIL,CLR,SUPERH VYDUTY	0.000	Case	16.79	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	16.79	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	17.04	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	17.30	USD	1	CS	

Information:

**FULLY EXECUTED - CHANGE 1 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 04/15/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text MFGR's Part Number 9910712						

16	325036 Liner, 29"x 36" white, drawstring, 1.5ml	0.000	Case	32.44	1	0.00
Item Text case/150 MPN is 99PA50232						

17	327436 LINER,38x58, 3MIL BLACK	0.000	Carton	44.24	1	0.00
Item Text Calico Item # 99PA11061, 100 per case						

General Requirements for all Items:**Information:**

**FULLY EXECUTED - CHANGE 1 - REPRINT**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Contract Change Date: 04/15/2021

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Header Text

This contract is for Polyethylene Trashcan Liners of various sizes and weights used for refuse, trash, recycling, and dirty laundry etc. This contract replaces contract 4400019182.

Supplier Information:

Calico Packaging, LLC
10621 Iron Bridge Road
Suite F
Jessup, MD 20794
John Jaret - President
bids@calicopackaging.com
800-638-0828 Phone
301-498-2056 Facsimile
www.calicopackaging.com
Customer Service: MS. Kriska McCoy and Ms. Adele Westerman

Contract Administrator:

Department of General Services
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Attn: James (Ben) Huffine
(ph) 717-346-3847
(fax) 717-783-6241
Email: jahuffine@pa.gov

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.

No further information for this Contract

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 535151**Supplier Name/Address:**

CALICO PACKAGING LLC

P.O. Box 794

LAUREL MD 20725-0794 US

Supplier Phone Number: 800-638-0828**Supplier Fax Number:** 301-498-2056**Contract Name:**

Polyethylene Trashcan Liners

Purchasing Agent**Name:** Huffine James**Phone:** 717-346-3847**Fax:** 717-346-3819**Please Deliver To:**

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	317929 LINER,24X23,LLD.55MIL,BLACK,MED DUTY	0.000	Case	9.31	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 9.31 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 9.45 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 9.59 USD 1 CS					
Item Text MFGR's Part Number 9940278 -----						

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2 317971	LINER,24X23,LLD.55MIL,CLEAR,MED DUTY	0.000	Case	9.31	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 9.31 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 9.45 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 9.59 USD 1 CS						
Item Text						
MFGR's Part Number 9940279						
4 357939	LINER,28X44,LLD,.9MIL,BLACK,X-HEAVY DUTY	0.000	Case	12.01	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 12.01 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 12.19 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 12.37 USD 1 CS						
Item Text						
MFGR's Part Number 9940347SP						
5 326952	LINER,30X36,LLD,.9MIL,CLEAR,X-HEAVY DUTY	0.000	Case	13.67	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 13.67 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 13.87 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 14.08 USD 1 CS						
Item Text						
MFGR's Part Number 9940354						
6 327431	LINER,24x 33,HI-D,12MIC,CLEAR,MED DUTY	0.000	Carton	12.71	1	0.00

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	12.71 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	12.90 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	13.10 USD	1 CAR			
Item Text						
MFGR's Part Number 9930289						

7	357940 LINER,30X37,HI-D,12MIC,CLEAR,MED DUTY	0.000	Case	19.14	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	19.14 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	19.43 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	19.72 USD	1 CS			
Item Text						
MFGR's Part Number 9970014						

8	325043 LINER,33X39,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Case	9.31	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	9.31 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	9.45 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	9.59 USD	1 CS			
Item Text						
MFGR's Part Number 9911654						

9	328651 LINER,33X40,HI- D,12MIC,CLEAR,HEAVY DUTY	0.000	Carton	19.56	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	19.56 USD	1 CAR			

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	19.86 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	20.16 USD	1 CAR			
Item Text						
MFGR's Part Number 9970068						

10	327429 LINER,38X58,LLD,2MIL,BLACK,SUPER HVYDUTY	0.000	Carton	21.88	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	21.88 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	22.21 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	22.54 USD	1 CAR			
Item Text						
MFGR's Part Number 9910110						

11	357941 LINER,38X58,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	24.94	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	24.94 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	25.31 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	25.69 USD	1 CS			
Item Text						
MFGR's Part Number 9911479						

12	328652 LINER,40X46,LLD,2MIL,BLACK,SUPER HVYDUTY	0.000	Carton	18.27	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	18.27 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	18.55 USD	1 CAR			

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	18.82	USD	1	CAR	
Item Text						
MFGR's Part Number 9911057						

13	327741 LINER,40X46,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	20.75	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	20.75	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	21.06	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	21.38	USD	1	CS	
Item Text						
MFGR's Part Number 9911724						

14	327440 LINER,43X47,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Carton	14.79	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	14.79	USD	1	CAR	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	15.01	USD	1	CAR	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	15.23	USD	1	CAR	
Item Text						
MFGR's Part Number 9911534						

15	357942 LINER,43X47,LLD,1.5MIL,CLR,SUPERH VYDUTY	0.000	Case	16.79	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	16.79	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	17.04	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	17.30	USD	1	CS	

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text MFGR's Part Number 9910712						

16	325036 Liner, 29"x 36" white, drawstring, 1.5ml	0.000	Case	32.44	1	0.00

Item Text

case/150 MPN is 99PA50232

General Requirements for all Items:**Information:**

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Header Text

This contract is for Polyethylene Trashcan Liners of various sizes and weights used for refuse, trash, recycling, and dirty laundry etc. This contract replaces contract 4400019182.

Supplier Information:

Calico Packaging, LLC
10621 Iron Bridge Road
Suite F
Jessup, MD 20794
John Jaret - President
bids@calicopackaging.com
800-638-0828 Phone
301-498-2056 Facsimile
www.calicopackaging.com
Customer Service: MS. Kriska McCoy and Ms. Adele Westerman

Contract Administrator:

Department of General Services
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Attn: James (Ben) Huffine
(ph) 717-346-3847
(fax) 717-783-6241
Email: jahuffine@pa.gov

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.

No further information for this Contract

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 535151**Purchasing Agent****Name:** Huffine James**Phone:** 717-346-3847**Fax:** 717-346-3819**Supplier Name/Address:**

CALICO PACKAGING LLC

P.O. Box 794

LAUREL MD 20725-0794 US

Supplier Phone Number: 800-638-0828**Supplier Fax Number:** 301-498-2056**Contract Name:**

Polyethylene Trashcan Liners

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	317929 LINER,24X23,LLD.55MIL,BLACK,MED DUTY	0.000	Case	9.31	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid) 9.31 USD 1 CS					
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid) 9.45 USD 1 CS					
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid) 9.59 USD 1 CS					
Item Text MFGR's Part Number 9940278 -----						

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2 317971	LINER,24X23,LLD.55MIL,CLEAR,MED DUTY	0.000	Case	9.31	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 9.31 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 9.45 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 9.59 USD 1 CS						
Item Text						
MFGR's Part Number 9940279						
4 357939	LINER,28X44,LLD,.9MIL,BLACK,X-HEAVY DUTY	0.000	Case	12.01	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 12.01 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 12.19 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 12.37 USD 1 CS						
Item Text						
MFGR's Part Number 9940347SP						
5 326952	LINER,30X36,LLD,.9MIL,CLEAR,X-HEAVY DUTY	0.000	Case	13.67	1	0.00
Valid from 11/01/2020 to 10/31/2021						
Price(Contract/Bid) 13.67 USD 1 CS						
Valid from 11/01/2021 to 10/31/2022						
Price(Contract/Bid) 13.87 USD 1 CS						
Valid from 11/01/2022 to 10/31/2023						
Price(Contract/Bid) 14.08 USD 1 CS						
Item Text						
MFGR's Part Number 9940354						
6 327431	LINER,24x 33,HI-D,12MIC,CLEAR,MED DUTY	0.000	Carton	12.71	1	0.00

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	12.71 USD	1 CAR			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	12.90 USD	1 CAR			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	13.10 USD	1 CAR			
Item Text						
MFGR's Part Number 9930289						
7	357940 LINER,30X37,HI-D,12MIC,CLEAR,MED DUTY	0.000	Case	19.14	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	19.14 USD	1 CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	19.43 USD	1 CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	19.72 USD	1 CS			
Item Text						
MFGR's Part Number 9970014						
8	325043 LINER,33X39,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Case	9.31	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	9.31 USD	1 CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	9.45 USD	1 CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	9.59 USD	1 CS			
Item Text						
MFGR's Part Number 9911654						
9	328651 LINER,33X40,HI- D,12MIC,CLEAR,HEAVY DUTY	0.000	Carton	19.56	1	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	19.56 USD	1 CAR			

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	19.86 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	20.16 USD	1 CAR			
Item Text						
MFGR's Part Number 9970068						

10	327429 LINER,38X58,LLD,2MIL,BLACK,SUPER HVYDUTY	0.000	Carton	21.88	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	21.88 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	22.21 USD	1 CAR			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	22.54 USD	1 CAR			
Item Text						
MFGR's Part Number 9910110						

11	357941 LINER,38X58,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	24.94	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	24.94 USD	1 CS			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	25.31 USD	1 CS			
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	25.69 USD	1 CS			
Item Text						
MFGR's Part Number 9911479						

12	328652 LINER,40X46,LLD,2MIL,BLACK,SUPER HVYDUTY	0.000	Carton	18.27	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	18.27 USD	1 CAR			
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	18.55 USD	1 CAR			

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	18.82	USD	1	CAR	
Item Text						
MFGR's Part Number 9911057						

13	327741 LINER,40X46,LLD,2MIL,CLEAR,SUPER HVYDUTY	0.000	Case	20.75	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	20.75	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	21.06	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	21.38	USD	1	CS	
Item Text						
MFGR's Part Number 9911724						

14	327440 LINER,43X47,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Carton	14.79	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	14.79	USD	1	CAR	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	15.01	USD	1	CAR	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	15.23	USD	1	CAR	
Item Text						
MFGR's Part Number 9911534						

15	357942 LINER,43X47,LLD,1.5MIL,CLR,SUPERH VYDUTY	0.000	Case	16.79	1	0.00
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	16.79	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	17.04	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	17.30	USD	1	CS	

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
------	--------------------------	-----	-----	-------	-------------	-------

Item Text

MFGR's Part Number 9910712

General Requirements for all Items:**Information:**

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Header Text

This contract is for Polyethylene Trashcan Liners of various sizes and weights used for refuse, trash, recycling, and dirty laundry etc. This contract replaces contract 4400019182.

Supplier Information:

Calico Packaging, LLC
10621 Iron Bridge Road
Suite F
Jessup, MD 20794
John Jaret - President
bids@calicopackaging.com
800-638-0828 Phone
301-498-2056 Facsimile
www.calicopackaging.com
Customer Service: MS. Kriska McCoy and Ms. Adele Westerman

Contract Administrator:

Department of General Services
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Attn: James (Ben) Huffine
(ph) 717-346-3847
(fax) 717-783-6241
Email: jahuffine@pa.gov

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.

No further information for this Contract

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 535151

Purchasing Agent

Name: Huffine James

Phone: 717-346-3847

Fax: 717-346-3819

Supplier Name/Address:

CALICO PACKAGING LLC

P.O. Box 794

LAUREL MD 20725-0794 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 800-638-0828

Supplier Fax Number: 301-498-2056

Contract Name:

Polyethylene Trashcan Liners

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	317929 LINER,24X23,LLD.55MIL,BLACK,MED DUTY Valid from 11/01/2020 to 10/31/2021 Price(Contract/Bid) 9.31 USD 1 CS Valid from 11/01/2021 to 10/31/2022 Price(Contract/Bid) 9.45 USD 1 CS Valid from 11/01/2022 to 10/31/2023 Price(Contract/Bid) 9.59 USD 1 CS	0.000	Case	0.00	0	0.00
2	317971 LINER,24X23,LLD.55MIL,CLEAR,MED DUTY	0.000	Case	0.00	0	0.00

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	9.31 USD	1 CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	9.45 USD	1 CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	9.59 USD	1 CS			
4	357939 LINER,28X44,LLD,.9MIL,BLACK,X- HEAVY DUTY	0.000	Case	0.00	0	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	12.01 USD	1 CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	12.19 USD	1 CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	12.37 USD	1 CS			
5	326952 LINER,30X36,LLD,.9MIL,CLEAR,X- HEAVY DUTY	0.000	Case	0.00	0	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	13.67 USD	1 CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	13.87 USD	1 CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	14.08 USD	1 CS			
6	327431 LINER,24x 33,HI-D,12MIC,CLEAR,MED DUTY	0.000	Carton	0.00	0	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	12.71 USD	1 CAR			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	12.90 USD	1 CAR			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	13.10 USD	1 CAR			

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	357940 LINER,30X37,HI-D,12MIC,CLEAR,MED DUTY	0.000	Case	0.00	0	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	19.14	USD 1 CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	19.43	USD 1 CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	19.72	USD 1 CS			
8	325043 LINER,33X39,LLD,1.5MIL,BLK,SUPERH VYDUTY	0.000	Case	0.00	0	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	9.31	USD 1 CS			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	9.45	USD 1 CS			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	9.59	USD 1 CS			
9	328651 LINER,33X40,HI- D,12MIC,CLEAR,HEAVY DUTY	0.000	Carton	0.00	0	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	19.56	USD 1 CAR			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	19.86	USD 1 CAR			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	20.16	USD 1 CAR			
10	327429 LINER,38X58,LLD,2MIL,BLACK,SUPER HVYDUTY	0.000	Carton	0.00	0	0.00
	Valid from 11/01/2020 to 10/31/2021					
	Price(Contract/Bid)	21.88	USD 1 CAR			
	Valid from 11/01/2021 to 10/31/2022					
	Price(Contract/Bid)	22.21	USD 1 CAR			
	Valid from 11/01/2022 to 10/31/2023					
	Price(Contract/Bid)	22.54	USD 1 CAR			

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
11	357941 LINER,38X58,LLD,2MIL,CLEAR,SUPER HVYDUTY Valid from 11/01/2020 to 10/31/2021 Price(Contract/Bid) 24.94 USD 1 CS Valid from 11/01/2021 to 10/31/2022 Price(Contract/Bid) 25.31 USD 1 CS Valid from 11/01/2022 to 10/31/2023 Price(Contract/Bid) 25.69 USD 1 CS	0.000	Case	0.00	0	0.00
12	328652 LINER,40X46,LLD,2MIL,BLACK,SUPER HVYDUTY Valid from 11/01/2020 to 10/31/2021 Price(Contract/Bid) 18.27 USD 1 CAR Valid from 11/01/2021 to 10/31/2022 Price(Contract/Bid) 18.55 USD 1 CAR Valid from 11/01/2022 to 10/31/2023 Price(Contract/Bid) 18.82 USD 1 CAR	0.000	Carton	0.00	0	0.00
13	327741 LINER,40X46,LLD,2MIL,CLEAR,SUPER HVYDUTY Valid from 11/01/2020 to 10/31/2021 Price(Contract/Bid) 20.75 USD 1 CS Valid from 11/01/2021 to 10/31/2022 Price(Contract/Bid) 21.06 USD 1 CS Valid from 11/01/2022 to 10/31/2023 Price(Contract/Bid) 21.38 USD 1 CS	0.000	Case	0.00	0	0.00
14	327440 LINER,43X47,LLD,1.5MIL,BLK,SUPERH VYDUTY Valid from 11/01/2020 to 10/31/2021 Price(Contract/Bid) 14.79 USD 1 CAR Valid from 11/01/2021 to 10/31/2022 Price(Contract/Bid) 15.01 USD 1 CAR	0.000	Carton	0.00	0	0.00

Information:

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	15.23	USD	1	CAR	

15	357942	0.000	Case	0.00	0	0.00
	LINER,43X47,LLD,1.5MIL,CLR,SUPERH VYDUTY					
<i>Valid from 11/01/2020 to 10/31/2021</i>						
	Price(Contract/Bid)	16.79	USD	1	CS	
<i>Valid from 11/01/2021 to 10/31/2022</i>						
	Price(Contract/Bid)	17.04	USD	1	CS	
<i>Valid from 11/01/2022 to 10/31/2023</i>						
	Price(Contract/Bid)	17.30	USD	1	CS	

General Requirements for all Items:**Information:**

**FULLY EXECUTED**

Contract Number: 4400023399

Original Contract Effective Date: 10/19/2020

Valid From: 11/01/2020 To: 10/31/2023

Supplier Name:

CALICO PACKAGING LLC

Header Text

This contract is for Polyethylene Trashcan Liners of various sizes and weights used for refuse, trash, recycling, and dirty laundry etc. This contract replaces contract 4400019182.

Supplier Information:

Calico Packaging, LLC
10621 Iron Bridge Road
Suite F
Jessup, MD 20794
John Jaret - President
bids@calicopackaging.com
800-638-0828 Phone
301-498-2056 Facsimile
www.calicopackaging.com
Customer Service: MS. Kriska McCoy and Ms. Adele Westerman

Contract Administrator:

Department of General Services
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Attn: James (Ben) Huffine
(ph) 717-346-3847
(fax) 717-783-6241
Email: jahuffine@pa.gov

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.

No further information for this Contract

Information:

**CONTRACT
FOR
POLYETHYLENE TRASHCAN LINERS**

THIS CONTRACT for the provision of Polyethylene Trashcan Liners ("Contract") is entered into by and between the Commonwealth of Pennsylvania, acting through the Department of General Services ("DGS") and Calico Packaging, LLC ("Contractor").

WHEREAS, DGS issued a Request for Proposals for the Provision of Polyethylene Trashcan Liners for Commonwealth agencies, RFP No. 6100049210 ("RFP"); and

WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, Contractor's proposal was selected for the Best and Final Offer ("BAFO") phase of the RFP process; and

WHEREAS, in response to the DGS BAFO request, Contractor participated in an Online Reverse Auction and submitted their Offline BAFO Cost Submittal; and

WHEREAS, DGS determined that Contractor's proposal, as revised by its Offline BAFO Cost Submittal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing Polyethylene Trashcan Liners to the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, DGS and Contractor agree as follows:

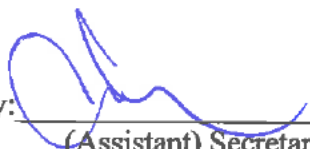
1. Contractor shall, in accordance with the terms and conditions of this Contract, provide Polyethylene Trashcan Liners as more fully defined in the RFP, to the Commonwealth.
2. Commonwealth agencies shall procure their requirements for Polyethylene Trashcan Liners in accordance with the terms and conditions of this Contract.
3. Contractor agrees to provide the Polyethylene Trashcan Liners listed in its Offline BAFO Cost Submittal, which is attached hereto as Exhibit C and made a part hereof, at the prices listed for those items in Exhibit C.
4. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The Contract document contained herein.

- b. The Contract Terms and Conditions contained as Appendix B to the RFP, which is attached hereto as Exhibit A and made part of this Contract.
- c. The Contractor's Offline BAFO Cost Submittal, which is attached hereto as Exhibit C and made a part hereof.
- d. The RFP, including all the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit B and made a part hereof.
- e. The Contractor's Technical Submittal which is attached hereto as Exhibit D and further clarified by the Contractor's response dated August 4, 2020, to the Commonwealth's Notice of Selection for Contract Negotiations.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have signed this Contract below. Execution by the Commonwealth is described in the Contract Terms and Conditions.

Witness:

By: 
(Assistant) Secretary

Chris Hartznett 8/12/2020
Printed Name/Date

CONTRACTOR:

By: 
(Vice) President

Jon M Jarat 8/12/2020
Printed Name/Date


Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date

APPENDIX C CONTRACT TERMS AND CONDITIONS

V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006): The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012): The initial term of the Contract shall be 03 year(s) and 00 month(s). The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006): The Contract may be renewed for a maximum of 2 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006): The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.5 CONTRACT-003.1b Signatures – Contract (July 2015): The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date. The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating

to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.6 CONTRACT-004.1a Definitions (Oct 2013): As used in this Contract, these words shall have the following meanings:

- a. ☐ Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. ☐ Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. ☐ Days: Unless specifically indicated otherwise, days mean calendar days.
- d. ☐ Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

V.7 CONTRACT-005.1a Purchase Orders (July 2015): Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall

constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006): In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.9 CONTRACT-007.01a Supplies Delivery (Nov 30 2006): All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006): It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered

under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.11 CONTRACT-008.1a Warranty (Oct 2006): The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013): The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.13 CONTRACT-009.1d Ownership Rights (Oct 2006): The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.14 CONTRACT-010.1a Acceptance (Oct 2006): No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.15 CONTRACT-010.2 Product Conformance (March 2012): The Commonwealth reserves the right to require any and all Contractors to:

- a. ☐ Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- b. ☐ Supply published manufacturer product documentation.
- c. ☐ Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- d. ☐ Complete a survey/questionnaire relating to the bid requirements and specifications.
- e. ☐ Provide customer references.

- f. ☐ Provide a product demonstration at a location near Harrisburg or the using agency location.
- V.16 CONTRACT-010.3 Rejected Material Not Considered Abandoned (Oct 2013)** The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

V.17 CONTRACT-011.1a Compliance With Law (Oct 2006): The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.18 CONTRACT-013.1 Environmental Provisions (Oct 2006): In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section

6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

V.19 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016): Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

V.20 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009): The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.21 CONTRACT-015.1 Compensation (Oct 2006): The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.22 CONTRACT-015.2 Billing Requirements (February 2012): Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information: Vendor name and "Remit to" address, including SAP Vendor number; Bank routing information, if ACH; SAP Purchase Order number; Delivery Address, including name of Commonwealth agency; Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible); Quantity provided; Unit price; Price extension; Total price; and Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.23 CONTRACT-016.1 Payment (Oct 2006):

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations

promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.24 CONTRACT-016.2 ACH Payments (Aug 2007):

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.25 CONTRACT-017.1 Taxes (Dec 5 2006): The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.26 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006): The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.27 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006):

- a. ☐ The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. ☐ Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.28 CONTRACT-020.1 Audit Provisions (Oct 2006): The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.29 CONTRACT-021.1 Default (Oct 2013):

- a. ☐ The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
 - 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;

- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

- b. ☐ In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. ☐ If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. ☐ The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- g. ☐ Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.30 CONTRACT-022.1 Force Majeure (Oct 2006): In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.31 CONTRACT-023.1a Termination Provisions (Oct 2013): The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. ☐ **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior

to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.32 CONTRACT-024.1 Contract Controversies (Oct 2011):

- a. ☐ In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. ☐ If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.33 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013):

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. ☐ For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.34 CONTRACT-026.1 Other Contractors (Oct 2006): The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018): The Contractor agrees:

- a. ☐ In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable

federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- b. ☐ Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. ☐ Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- d. ☐ Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. ☐ The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- f. ☐ The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- g. ☐ The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- h. ☐ The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- i. ☐ The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof.

Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- j. ☐ The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.36 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015): It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- a. ☐ **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- 1) ☐ "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- 2) ☐ "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- 3) ☐ "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- 4) ☐ "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- 5) ☐ "Financial Interest" means either:
 - a) ☐ Ownership of more than a five percent interest in any business; or
 - b) ☐ Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- 6) ☐ "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- 7) ☐ "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

- b. ☐ In furtherance of this policy, Contractor agrees to the following:

- 1) ☐ Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws

or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- 2) ☐ Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- 3) ☐ Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- 4) ☐ Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- 5) ☐ Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - a) ☐ been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b) ☐ been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c) ☐ had any business license or professional license suspended or revoked;
 - d) ☐ had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e) ☐ been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening

factual circumstances or were false or should have been known to be false when entering into the contract.

- 6) ☐ Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- 7) ☐ When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- 8) ☐ Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) ☐ Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- 10) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and

remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

V.37 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010): For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. ☐ The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. ☐ The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. ☐ The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. ☐ The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. ☐ The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. ☐ The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the: Department of General Services Office of Chief Counsel 603 North Office Building Harrisburg, PA 17125 Telephone No: (717) 783-6472 FAX No: (717) 787-9138 V.38 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- 1) ☐ Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- 2) ☐ The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

V.39 CONTRACT-031.1 Hazardous Substances (April 2017): The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 34 Pa. Code Section 301.1 - 323.6.

a. ☐ Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):

1) Hazardous substances:

- a) ☐ The chemical name or common name,
- b) ☐ A hazard warning, and
- c) ☐ The name, address, and telephone number of the manufacturer.

2) ☐ Hazardous mixtures:

- a) The common name, but if none exists, then the trade name,
- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
- c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
- d) A hazard warning, and
- e) The name, address, and telephone number of the manufacturer.

3) Single chemicals:

- a) The chemical name or the common name,
- b) A hazard warning, if appropriate, and
- c) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

- a) The common name, but if none exists, then the trade name,
- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and
- d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture. A common name or trade name may be used only if the use of the name more easily or readily identifies the true

nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container. The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are: NFPA 704, Identification of the Fire Hazards of Materials. National Paint and Coatings Association: Hazardous Materials Identification System. · American Society for Testing and Materials, Safety Alert Pictorial Chart. · American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

V.40 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006): The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.41 CONTRACT-033.1 Applicable Law (Oct 2006): This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.42 CONTRACT-034.1a Integration – RFP (Dec 12 2006): This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.43 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006): In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

V.44 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011): The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.45 CONTRACT-035.1a Changes (Oct 2006): The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.46 CONTRACT-037.1a Confidentiality (Oct 2013):

- a. ☐ The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the

DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

b. ☐ Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- 1) ☐ already known to the recipient at the time of disclosure other than through the contractual relationship;
- 2) ☐ independently generated by the recipient and not derived by the information supplied by the disclosing party.
- 3) ☐ known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- 4) ☐ disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- 5) ☐ required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

c. ☐ The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- 1) ☐ Prepare an un-redacted version of the appropriate document, and
- 2) ☐ Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- 3) ☐ Prepare a signed written statement that states:
 - a) ☐ the attached document contains confidential or proprietary information or trade secrets;
 - b) ☐ the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - c) ☐ the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- 4) ☐ Submit the two documents along with the signed written statement to the Commonwealth.

V.47 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016): The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

V.48 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006): If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

V.49 CONTRACT-051.1 Notice (Dec 2006): Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. ☐ If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. ☐ If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.50 CONTRACT-052.1 Right to Know Law (Feb 2010):

- a. ☐ The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. ☐ If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. ☐ Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall: 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. ☐ If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. ☐ The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. ☐ If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

- g. ☐ The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. ☐ The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. ☐ The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Event Summary - Polyetheylene Trashcan Liner

Type	Request for Proposal	Number	6100049210
Stage Title	-	Organization	CommonwealthPA
Currency	US Dollar	Event Status	Under Evaluation
Work Group	Operational/Facilities	Exported on	8/6/2020
Exported by	James Huffine	Estimated Value	-
Payment Terms	-		

Bid and Evaluation

Respond by Proxy	Disallow	Use Panel Questionnaire	Yes
Sealed Bid	Yes	Auto Score	No
		Cost Analysis	No
Alternate Items	No	Confidential Pricing	No

Visibility and Communication

Visible to Public Yes


Enter a short description for this public event

Janitorial Polyethylene Trashcan Liners

Commodity Codes

Commodity Code	Description
47130000	Cleaning and janitorial supplies

Event Dates

Time Zone	EDT/EST - Eastern Standard Time (US/Eastern)
Released	-
Open	1/13/2020 10:00 AM EST
Close	3/3/2020 2:30 PM EST
Sealed Until	3/3/2020 2:30 PM
	 Show Sealed Bid Open Date to Supplier
Q&A Close	2/25/2020 4:00 AM EST

Description

1. Purpose. This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration to satisfy a need for Polyethylene Trashcan Liners.

2. Determination to use Competitive Sealed Proposal Method. As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

3. Issuing Office. The Commonwealth of Pennsylvania, Department of General Services ("Issuing Office") has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

4. Project Description. The Commonwealth of Pennsylvania (COPA), Department of General Services (DGS) is issuing this RFP for Polyethylene Trashcan Liners of varied sizes, thickness, etc. This contract is used by all Commonwealth agencies. The predominant users of the paper products are the Department of Corrections, the Department of Military and Veterans' Affairs, the Department of Human Services and the Department of Transportation. The estimated annual spend for this contract is \$2,000,000.

5. Type of Contract. If the Issuing Office enters into a contract as a result of this RFP, it will be a firm, fixed price contract and will contain the Contract Terms and Conditions attached to this RFP in the Buyer Attachments section. Any contract awarded as a result of this RFP shall be a single award to the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth.

6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

8. Questions & Answers. Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

9. Addenda to the RFP. Any revisions to this RFP will be made electronically within this site.

10. Response Date. To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

11. Proposal Submission: To be considered, Offerors must submit a complete response to this RFP by the due date and time, from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for 120 days or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

12. Proposal Format: To be considered, the proposal must respond to all proposal requirements. Each proposal consists of two submittal components: Technical and Cost. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

13. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

14. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

15. Prime Contractor Responsibilities. The selected Offeror must perform 50% of the total contract value. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

16. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the Additional Required Documentation section for a Trade Secret Confidential Proprietary Information Notice Form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

17. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will not be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the Offeror Responsibility subsection do not possess the experience or qualifications to assure good faith performance of the contract; and those Offerors who do not receive 100% of the Technical points available.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.

18. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

19. Term of Contract. The term of the contract will commence on the Effective Date and will end three years after the Effective Date of the Contract. The Issuing Office will fix the Effective Date after the

contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

20. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

21. Notification of Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

22. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

23. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

24. Attachments to the RFP. All attachments to the RFP, including those contained in the Buyer Attachments and Additional Required Documentation sections, are incorporated into and made part of the RFP.

25. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a rating for this component of each proposal. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **30%** of the total points. All Offerors whose proposals comply with all aspects of the technical requirements shall receive 100% of the allotted technical points. Offerors whose proposals do not comply with all aspects of the technical requirements shall not receive any of the allotted technical points.
- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **70%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

26. Small Business and Small Diverse Business Participation. The Issuing Office and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) identified this procurement as potentially eligible for the setting of Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals. However, after analyzing the solicitation for subcontracting opportunities and researching available SDB and/or VBE firms to perform commercially useful functions, the Issuing Office and BDISBO have determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. Therefore, the Issuing Office and BDISBO have declined to set SDB or VBE participation goals for this procurement. In addition, there will be no points allocated toward SDB/SB participation for this procurement.

27. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered

responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

The total score for the technical submittal of the Offeror's proposal must be equal to 100% of the available technical points; and

The Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

28. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores and the final cost scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

29. COSTARS Program. Information related to the COSTARS Program is incorporated in the COSTARS Program Clause contained in the Buyer Attachments section. If the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP, the Offeror should download, complete and upload the COSTARS Election to Participate Form contained in Additional Required Documentation. If the Offeror is asserting that it is a Department of General Services self-certified Small Business or verified Small Diverse Business, the Offeror must provide an active Department of General Services Small Business Certificate or Small Diverse Business Certificate, as applicable.

Stage Description

No description available.

Prerequisites

★ Required to Enter Bid

1 ★ Instructions To Supplier :

Responsibility to Review.

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

Prerequisite Content:

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

Buyer Attachments

Technical Submittal Document	01_Tech Sub Poly v6.docx	../Attachments/01_Tech Sub Poly v6.docx
Appendix A Cost Sheet	03_Appendix A_Cost_Poly v2.xlsx	../Attachments/03_Appendix A_Cost_Poly v2.xlsx
Appendix B PCID 1102 Trashcan L	04_App B PCID 1102 Trashcan Liners.pdf	../Attachments/04_App B PCID 1102 Trashcan Liners.pdf
Appendix C Terms and Conditions	05_App C_Terms-Conditions.pdf	../Attachments/05_App C_Terms-Conditions.pdf
Appendix D Service Level Agreement	06_App D_SLAs_Poly.pdf	../Attachments/06_App D_SLAs_Poly.pdf
07 BOP-1305 Solicitation Addendum	07 BOP-1305 Solicitation Addendum Form.docx	../Attachments/07 BOP-1305 Solicitation Addendum Form.docx
Solicitation Addendum # 2	10 BOP-1305 Solicitation Addendum Form Addendum 2.docx	../Attachments/10 BOP-1305 Solicitation Addendum Form Addendum 2.docx

Questions

★ Supplier Response Is Required

RFP Questions

Group 1.1: Technical Questions

- | | | |
|-------|--|---|
| 1.1.1 | Please download, complete, and upload the attached Technical Submittal from Buyer Attachments.
File Upload | ★ |
| 1.1.2 | Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload | |
| 1.1.3 | I have read and fully understand the attached Service Level Agreements
Yes/No
Appendix D Service Level Agreements - ../Attachments/QuestionAttachments/06_App D Poly SLAs.docx | ★ |

Group 1.2: Cost

- | | | |
|-------|--|---|
| 1.2.1 | Please use the Appendix A Cost Sheet found in the Buyer Attachments section to complete and submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected.
File Upload | ★ |
|-------|--|---|

Additional Required Documentation

Group 2.1: Standard Forms

- | | | |
|-------|--|---|
| 2.1.1 | Please download and complete the attached Reciprocal Limitations Act form.
File Upload
Reciprocal Limitations Act - ../Attachments/QuestionAttachments/GSPUR-89 | ★ |
| 2.1.2 | Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form.
File Upload
Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf | ★ |
| 2.1.3 | Complete and sign the attached Lobbying Certification and Disclosure form.
File Upload
Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.doc | ★ |
| 2.1.4 | Please download, complete and upload the COSTARS Program Election to Participate Form if the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP.
File Upload
COSTARS Program Election to Participate -
../Attachments/QuestionAttachments/COSTARSProgramContractorElectiontoParticipate REV 11717.docx | |

Group 2.2: Terms and Conditions

- | | | |
|-------|--|---|
| 2.2.1 | By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments.
Yes/No | ★ |
|-------|--|---|

Group 2.3: Offeror's Representation

- | | | |
|-------|--|---|
| 2.3.1 | By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations.
Yes/No
Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx | ★ |
|-------|--|---|

2.3.2

By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities). ★

Yes/No

Suppliers

All American Poly

Progress Submitted
Total Bid 0.00

Zeke Rosenwasser

ZEKE@ALLAMPOLY.COM

Unipak Corp.

Progress Response In Progress

Brian Marcus

customercare@unipakcorp.net

Menser Inc

Progress Intention Not Declared

Jennifer Bittinger

menserinchvac@gmail.com

Upgraid, LLC

Progress Intention Not Declared

Ifechukwukwu Ogedengbe

ifeo31@gmail.com

ENDARA ENTERPRISES LLC (Endara Enterprises LLC)

Progress No Bid

EMILY WU

salescoordinator@endara.com

VERITIV OPERATING COMPANY (Veritiv)

Progress Submitted
Total Bid 0.00

Laurie Braun

laurie.braun@veritivcorp.com

Interboro Packaging Corporation

Progress Submitted
Total Bid 0.00

Abraham Jeremias

interboro@frontiernet.net

Peace Products Company, Inc.

Progress No Bid

Kenneth Trimble

kdtrimble@peaceproducts.com

Rich Industries Inc. (Rich Industries Inc.)

Progress Intention Not Declared

Ken Metzger

kenmetzger@richindustriesinc.com

Calico Packaging, LLC (Calico Packaging, LLC)

Progress Submitted
Total Bid 0.00

Chris Hartnett
bids@calicopackaging.com

Weatherspoon and Williams LLC

Progress Intention Not Declared

Donald Williams
donw@wwllcprocurement.com

Pa Hazmat & Janitorial LLC (PA Hazmat & Janitorial)

Progress Intention Not Declared

Christal Williams
admin@pahazj.com

RFx Analyst

Progress Intention Not Declared

Kelly Johnson
rfp@rfxanalyst.com

Central Poly-Bag Corp

Progress No Bid

ANDREW HOFFER
BIDS@CENTRALPOLY.COM

Revolution Bag, LLC

Progress Response In Progress

Amanda Larch
customerservice@revbag.com

General Plastics INC (General Plastics)

Progress Submitted
Total Bid 0.00

Lee Levine
generalplastics@aol.com

Mcephraim LLC

Progress Intention Not Declared

olayinka obisesan
oobisesan@mcephraimllc.com

papublicsupplier1

Progress Intention Not Declared

PA Public Supplier 1
papublicsupplier1@gmail.com

Riegel Resources, LLC

Progress Intention Not Declared

Michelle Riegel
michelleriegel21@gmail.com

Performance Safety Group I, LP (Performance Safety Group)

Progress Intention Not Declared

Government Contracts

GOVT@PSGgear.com

W.B. Mason

Progress Submitted

Total Bid 0.00

Shaina Boyle

shaina.boyle@wbmason.com

Fresh Delivery Inc

Progress Intention Not Declared

Jil Bailey

mark@bidpros.net

TS PACKAGING, INC. dba Elastic Plastics, Inc. (Elastic Plastics)

Progress Submitted

Total Bid 0.00

Elizabeth Tran

ELIZABETH@TECHNISOURCEgroup.com

TYCHO POLY INCORPORATED (Tycho Poly Incorporated)

Progress No Bid

Paul Urquhart

paulu@tychopoly.com

Billessie Enterprises LLC

Progress Intention Not Declared

Christal Saunders

Christal@itschrislive.com

Associated Fasteners Inc. (Associated fasteners Inc)

Progress Intention Not Declared

Paul Basile

paul@associatedfasteners.com

x-l plastics inc

Progress Submitted

Total Bid 0.00

Jacob Shulkin

bids@x-lplastics.com

I.B.S. Solutions Corporation (I.B.S. Solutions Corporation)

Progress Response In Progress

Tom Reed

treed@inteplast.com

Q&A Board

Subject = Bag Sizing vs Prior Contract [REDACTED]

Public Thread

Q: Sizing, for example, on prior contract for items 317971 and 317929 were 15x9x23: the new bid is expressed 24x23: also 327429 is 22x16x58 on prior bid: this bid it is expressed as 38x58: should we use dimensions as per current bid and assume specs have changed? It makes a difference to mfg process and efficiencies when running gusseted vs non gusseted product. Please clarify.

[REDACTED] 2/18/2020 5:44 PM EST

A: PCID 1102 states flat or star seal can be used, so only 2 dimensions are used. The 3rd dimension is not needed. Only quote product listed on the PCID.

[REDACTED] 2/19/2020 10:34 AM EST

Subject = [minimum orders] [REDACTED]

Public Thread

Q: The annual usage is estimated at about 2.5 million pounds, and would clearly warrant a manufacture direct partnership; however, the solicitation technically allows for minimum orders of \$50 to be delivered to potentially 6000+ locations, and would seem to require a distributor. Accordingly, we called many of the potential 'ship to' locations that were listed on the grand list of 6000+ locations to confirm several matters, such as if they even order bags from the state contract, and nobody we called seemed to order from the state contract. Most locations didn't seem to get their bags from the state contract at all, but rather ordered bags of different specifications from companies such as Grainger. We then started to just call the locations that say 'warehouse' or the like, and they said that their bags are indeed being ordered off of the state contract, but not directly through them; rather, they order from the regional warehouses. We were eventually forwarded to the manager at one of the regional warehouses, and they said they they order four skus from the state contract, and order them in bulk (skids, not individual cases). Although the solicitation officially says that minimums are less than pallet quantities, it seems that in actuality, the ordering is being done in bulk, by the pallet. Although it may appear to be so, as a reputable company, we might not want to risk responding to the bid because technically, if an agency somewhere was in actuality ordering less than full skids, we would not be able to supply. As the manufacturer direct, we supply each item with very small MOQs, but those MOQs are one full skid for each sku (and not partial skids, and surely not single cases, which would require vendor warehousing, and either UPS style fulfillment or partnership with a distributor). We then proceeded to check the current pricing for the skus listed in this solicitation. The current contract seems to have many more skus listed (maybe the commonwealth consolidated their skus?), but we found the equivalent skus and compared the prices. Assuming that the current skus are being run according to full specifications, and that they are being shipped only in 'full skid' quantities, then the price per pound for the actual poly material would be considered very aggressive. The current pricing seems to clearly preclude the possibility of partnership with a distributor. Distributors may require at least 20-25% markups for their services, and even if we assume that a distributor was only adding a meager 10-15%, the current pricing clearly does not seem to allow for such partnership. We are happy to give aggressive pricing to our distributors, though it would seem fruitless knowing what they are up against. We are happy to respond directly to this solicitation, though we would only be able to do so if we stated 'full skid' minimums to ensure what seems to be happening in any case. Again, all information has clearly pointed to the conclusion that this is the style of this contract, though we would need that to be clearly stipulated in order to officially put a signature onto the numbers.

A: "The Commonwealth may consider a different approach when this is bid again in the future; however, at this time the requirements remain the same. The current Solicitation ends on 3/3/20. Please submit a proposal if you are able.

2/12/2020 2:56 PM EST

Subject = bid extension ([REDACTED])

Public Thread

Q: bid extension - did anything change on the specifications, requirements, etc or just more time?

2/12/2020 12:31 PM EST

A: On the second Addendum(2-12-20), The solicitation close date was moved from 02/18/20 to 03/03/20

2/18/2020 10:14 AM EST

Subject = Pricing ([REDACTED])

Public Thread

Q: Some manufacturers can provide 1 year pricing, but we do not believe that would be the best pricing we could offer. Can we price this program with quarterly pricing reviews tied to ChemData Resin Indices?

[REDACTED]

1/31/2020 10:38 AM EST

A: NO, the guidelines on how suppliers are to bid is outlined within the instructions in Appenix A Cost Submittal. The cost sheet is asking for pricing per year. Please reference the techncial submittal for Pricing."

[REDACTED]

2/24/2020 1:10 PM EST

Subject = NIST requirements ([REDACTED])

Public Thread

Q: Most manufacturers produce can liners to NIST Weights and Measures requirements however the tolerances noted in the bid are more stringent and would create concerns in operations. Can we participate under the terms of meeting the NIST MAV's?

[REDACTED]

1/31/2020 10:36 AM EST

A: DGS has modified PCID 1102 and the updated version has been added to JAGGAER. Offerors should not deviate from the PCID requirements.

[REDACTED]

2/24/2020 1:11 PM EST

Subject = 10% PCW [REDACTED]

[REDACTED]

Q: If we cannot produce the light gauge products with the 10% PCW, can we still bid on the other items in this RFP?

[REDACTED]

1/31/2020 10:34 AM EST

A: No, see the Instructions on Appendix A Cost Submittal which indicates, "Offerors must submit pricing for every line item identified on the Cost Submittal Tab or your proposal will be deemed non-responsive".

[REDACTED]

2/24/2020 1:12 PM EST

Subject = 10% PCW [REDACTED]

Public Thread

Q: Some of the item specifications have gauges too thin to add 10% PCW raw materials. Most manufacturers will have the same issue. How are you verifying all items have this content? Can we quote these items without this content?

[REDACTED]

1/31/2020 10:33 AM EST

A: The PCIDs and the Cost Sheet have been modified to allow all liners to achieve the 10% PCW raw materials. As per the Technical Submittal, Offerors must submit with their proposal a letter stating that the plants supplying these materials have a quality assurance function that ensures products meet the Pennsylvania Commercial Item Description (PCID) 1102, Trashcan Liners (Appendix B).

[REDACTED]

2/24/2020 1:13 PM EST

Subject = From DGS

Public Thread

Q: It was brought to our attention that meeting the 10% post-consumer recycled content for high density liners less than 12 microns, is very difficult.

[REDACTED]

1/29/2020 9:13 AM EST

A: Items 317991 (6 micron) and 357938 (8 micron) have been removed from the solicitation; likewise, item 327431 (12 micron) has been added as a high density offering.

[REDACTED]

1/29/2020 9:13 AM EST

Subject = From DGS

Public Thread

Q: It was brought to our attention that the liner load capacities were low. es.

[REDACTED]

1/29/2020 9:11 AM EST

A: After re-evaluating and researching this requirement, the specification, PCID 1102, has been adjusted and reposted with updated weight capaci

[REDACTED]

1/29/2020 9:11 AM EST

Subject = Samples [REDACTED]

Public Thread

Q: are samples required with submission?

[REDACTED]

1/22/2020 2:19 PM EST

A: "See Section I-3.B.6 Samples of the Technical Submittal document. "

[REDACTED]

1/23/2020 10:58 AM EST

Subject = Pricing ([REDACTED])	Public Thread
Q: Can you please provide the current pricing for these items in the bid along with the make/model and supplier?	[REDACTED] 1/22/2020 12:32 PM EST
A: Offerors can view the current contract at http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400019182	[REDACTED] 1/22/2020 4:08 PM EST
Subject = Loading Dock ([REDACTED])	Public Thread
Q: Are locations equipped with a loading dock & forklift?	[REDACTED] 1/17/2020 2:39 PM EST
A: All deliveries will be inside delivery to the address specified on the order. Requirements will vary by ordering entity. Each order will identify the specific delivery location and requirements (i.e. desktop, warehouse, dock, full pallet, case quantity, etc.). Offerors can view a list of all current Commonwealth Ship To Locations at http://www.dgsweb.state.pa.us/comod/SRM/adrc_shipto.xls . Specific location	[REDACTED] 1/22/2020 4:07 PM EST
Subject = Locations ([REDACTED])	Public Thread
Q: How many locations will be utilizing this contract?	[REDACTED] 1/17/2020 2:38 PM EST
A: The contract covers each agency in the Commonwealth. It is a statewide contract	[REDACTED] 1/22/2020 4:01 PM EST
Subject = Tabulations ([REDACTED])	Public Thread
Q: Can you please provide me with the previous award information and tabulations?	[REDACTED] 1/17/2020 2:38 PM EST
A: Offerors can view the current contract at http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400019182 Bid tabs for the last procurement (6100039368) are available at: http://www.emarketplace.state.pa.us/BidTabs.aspx?SID=6100039368	[REDACTED] 1/24/2020 9:33 AM EST
Q: are the actual tabulations available, or perhaps a link/email to submit FOIA inquiry for the tabs (in addition to the 'current contract' information)	[REDACTED] 1/23/2020 11:14 AM EST
A: Bid tabs for the last procurement (6100039368) are available at: http://www.emarketplace.state.pa.us/BidTabs.aspx?SID=6100039368	[REDACTED] 1/24/2020 9:32 AM EST
Subject = Delivery ([REDACTED])	Public Thread
Q: Can you please provide the number of delivery locations as well as if they have a Loading Dock or is a Lift Gate and/or Inside Delivery necessary?	[REDACTED] 1/16/2020 7:11 PM EST
A: All deliveries will be inside delivery to the address specified on the order. Requirements will vary by ordering entity. Each order will identify the specific delivery location and requirements (i.e. desktop, warehouse, dock, full pallet, case quantity, etc.). Offerors can view a list of all current Commonwealth Ship To Locations at http://www.dgsweb.state.pa.us/comod/SRM/adrc_shipto.xls . Specific location	[REDACTED] 1/22/2020 4:00 PM EST
Subject = Previous Bid tab ([REDACTED])	Public Thread
Q: Would you please provide previous bid tab and award information?	[REDACTED] 1/16/2020 5:30 PM EST
A: Offerors can view the current contract at http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400019182	[REDACTED] 1/22/2020 4:00 PM EST
Subject = Pick Up Samples ([REDACTED])	Public Thread

Q: Can we call FedEx at our expense and pick up a sample of each Trashcan liner? If yes, can you provide us with the address where FedEx should go, a contact name, phone number & email address, and times that FedEx can come?		1/15/2020 3:49 PM EST
A: No samples are available, please use the PCID documents for product specifications. Offerors can view the current contract at http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400019182		1/22/2020 3:59 PM EST
Subject = Manufacturer		Public Thread
Q: What is the manufacturer name currently being purchased?		1/15/2020 3:47 PM EST
A: Offerors can view the current contract at http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400019182		1/22/2020 3:58 PM EST
Subject = Locations		Public Thread
Q: Approximately how many locations are ordering the Trashcan Liners?		1/15/2020 3:45 PM EST
A: The contract covers each agency in the Commonwealth. It is a statewide contract		1/22/2020 4:14 PM EST
Q: Would you agree there are over 6000 locations, given that some are at duplicate addresses (depts vary)?		1/23/2020 10:32 AM EST
A: Offerors can view a list of all current Commonwealth Ship To Locations at http://www.dgsweb.state.pa.us/comod/SRM/adrc_shipto.xls . Not all possible locations are shipped to.		2/18/2020 10:01 AM EST
Subject = Approximate Case quantity Order		Private Thread
Q: Based on previous ordering history and purchase orders, about how often are the Trashcan Liners ordered (Monthly, quarterly or other) and what is an approximate case order?		1/15/2020 3:42 PM EST
A: This statistic is not tracked.		1/23/2020 11:09 AM EST
Subject = Current Price and Vendor		Public Thread
Q: Can you provide the award pricing per Trashcan Liner and winning vendor from the previous bid and the date of the previous award. Can you also provide the pricing that the awarded vendor put for subsequent years?, or can you provide us with the current pricing per Trashcan Liner and vendor?		1/15/2020 3:37 PM EST
A: Offerors can view the current contract at http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400019182		1/23/2020 11:11 AM EST
Subject = [tabulations]		Public Thread
Q: are tabulations available from the previous bid cycle? and if price increase have been implemented, is current pricing available?		1/15/2020 12:24 PM EST
A: Offerors can view the current contract at http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400019182		1/22/2020 3:56 PM EST
Subject = [samples]		Public Thread
Q: are samples available of currently supplied bags?		1/13/2020 4:56 PM EST
A: No samples are available, please use the PCID documents for product specifications. Offerors can view the current contract at http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400019182		1/22/2020 3:57 PM EST

Subject = [delivery] ([REDACTED])

Public Thread

Q: what is the expected delivery style? one location, bulk deliveries (e.g. full pallet minimums for each size, delivered to one distribution warehouse), or multiple locations, no minimums (e.g. 10 cases here, 15 cases there, to 130+ locations around the state)?

[REDACTED]

1/13/2020 4:55 PM EST

A: a. All deliveries will be inside delivery to the address specified on the order. Requirements will vary by ordering entity. Each order will identify the specific delivery location and requirements (i.e. desktop, warehouse, dock, full pallet, case quantity, etc.). b. Section I-3.B.3). identifies the minimum order requirements.

[REDACTED]

1/22/2020 3:54 PM EST

OFFLINE BAFO COST SUBMITTAL
POLYETHYLENE TRASHCAN LINERS
RFP 6100049210

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK:

The Worksheets contained in this workbook shall constitute the Offline BAFO Cost Submittal. Completion of this workbook is a requirement of this RFP. Please use the instructions below to complete the Cost Submittal Tab of this workbook. Offerors must submit pricing for every line item identified on the Cost Submittal Tab or your proposal will be deemed non-responsive.

COST SUMMARY TAB

1. Select the Cost Summary tab at the bottom of this workbook.
 2. Complete the highlighted cells (contact information) in the top portion of the Cost Summary Tab.
- Note: The information you supply here must match the information you provided to Vendor Registration.

COST SUBMITTAL TAB:

1. Select the Cost Submittal tab at the bottom of this workbook.
2. Column E represents the estimated annual, per each quantity ordered for each item.
3. Using Column F enter the name of the Manufacturer (MFGR) of the brand of products you are proposing.
4. Using Column G enter the Manufacturer's (MFGRs) Part Numbers of the products you are proposing.
5. Using Column H enter the Units of Measure (UOM) for the products you are proposing.
6. Using Column I enter the Per Pack Quantity for the products you are proposing.
7. Using Columns J, L, and N enter the Per Each Prices for the products you are proposing for each year of the initial contract term. Column J is for Year 1, Column L is for Year 2, and Column N is for Year 3 of the initial contract term.
8. This cost spreadsheet will automatically calculate the Total Yearly Extended Price for each year of the initial contract term. The spreadsheet will also automatically calculate the Total Three Year Extended Price. The Total Three year Extended Price will be the Cost evaluated as part of this RFP.

NOTES:

1. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
2. The Offline BAFO Cost Submittal must be submitted as presented by the Commonwealth and should not be altered in any way.
3. **Any figures presented in this RFP are based on historical usage and may fluctuate based on future needs.** All costs, unless otherwise mentioned in the RFP, will remain in effect for the initial term of the contract.

OFFLINE BAFO COST SUBMITTAL
POLYETHYLENE TRASHCAN LINERS
RFP 6100049210

OFFEROR NAME		CONTACT PERSON
Calico Packaging LLC		Jon Jaret / Chris Hartnett
OFFEROR ADDRESS		EMAIL ADDRESS
10621 Iron Bridge Road, Ste F		bids@calicopackaging.com
Jessup, MD 20794		PHONE NUMBER
		1 (800) 638-0828
		VENDOR NUMBER
		535151
Cost Submittal Summary		
Year 1 Cost	Year 2 Cost	Year 3 Cost
\$1,918,814.54	\$1,947,596.75	\$1,976,810.71
GRAND TOTAL 3 YEAR COST		\$5,843,222.00

OFFLINE BAFO COST SUBMITTAL Polyethylene Trashcan Liners RFP 6100049210

Item #	COPA Material Number	Item Description	UOM	Annual Per Each Quantity (E)	MFG# (F)	MFG# Part Number (G)	UOM (H)	Per Pack Quantity (I)	Year 1 Per Each Price (J)	Year 1 Line Item Extended Price (K)	Year 2 Per Each Price (L)	Year 2 Line Item Extended Price (M)	Year 3 Per Each Price (N)	Year 3 Line Item Extended Price (O)
1	000000	00000000000000000000A000000000000000	Each	768,500	Beta Plastics/Sigma	9940278	case	500	\$ 0.02	\$ 14,313.95	\$ 0.02	\$ 14,528.66	\$ 0.02	\$ 14,746.58
2	000000	00000000000000000000A000000000000000	Each	3,902,000	Beta Plastics/Sigma	9940279	case	500	\$ 0.02	\$ 72,677.97	\$ 0.02	\$ 73,768.14	\$ 0.02	\$ 74,874.66
3	000000	00000000000000000000A0000000A0000000	Each	22,000	Beta Plastics/Sigma	9940347SP	case	200	\$ 0.06	\$ 1,321.24	\$ 0.06	\$ 1,341.06	\$ 0.06	\$ 1,361.18
4	000000	00000000000000000000A0000000A0000000	Each	1,133,750	Beta Plastics/Sigma	9940354	case	250	\$ 0.05	\$ 61,974.59	\$ 0.06	\$ 62,904.21	\$ 0.06	\$ 63,847.78
5	000000	00000000000000000000A000000000000000	Each	2,200,000	Poly Plastics/Sigma	9930289	case	500	\$ 0.03	\$ 55,929.61	\$ 0.03	\$ 56,768.55	\$ 0.03	\$ 57,620.08
6	000000	00000000000000000000A000000000000000	Each	62,000	Poly Plastics/Sigma	9970014	case	500	\$ 0.04	\$ 2,373.29	\$ 0.04	\$ 2,408.89	\$ 0.04	\$ 2,445.02
7	000000	00000000000000000000000000000000000000	Each	925,600	Beta Plastics/Sigma	9911654	case	100	\$ 0.09	\$ 86,163.57	\$ 0.09	\$ 87,456.03	\$ 0.10	\$ 88,767.87
8	000000	00000000000000000000A0000000A0000000	Each	387,000	Poly Plastics/Sigma	9970068	case	500	\$ 0.04	\$ 15,142.33	\$ 0.04	\$ 15,369.47	\$ 0.04	\$ 15,600.01
9	000000	00000000000000000000A000000000000000	Each	403,900	Beta Plastics/Sigma	9910110	case	100	\$ 0.22	\$ 88,361.40	\$ 0.22	\$ 89,686.82	\$ 0.23	\$ 91,032.12
10	000000	00000000000000000000A000000000000000	Each	403,900	Poly Plastics/Sigma	9911479	case	100	\$ 0.25	\$ 100,721.99	\$ 0.25	\$ 102,232.82	\$ 0.26	\$ 103,766.31
11	000000	00000000000000000000A000000000000000	Each	754,700	Beta Plastics/Sigma	9911057	case	100	\$ 0.18	\$ 137,901.41	\$ 0.19	\$ 139,969.93	\$ 0.19	\$ 142,069.48
12	000000	00000000000000000000A000000000000000	Each	4,597,800	Poly Plastics/Sigma	9911724	case	100	\$ 0.21	\$ 953,947.57	\$ 0.21	\$ 968,256.79	\$ 0.21	\$ 982,780.64
13	000000	000000000000000000000000000000000000	Each	707,100	Beta Plastics/Sigma	9911534	case	100	\$ 0.15	\$ 104,553.86	\$ 0.15	\$ 106,122.17	\$ 0.15	\$ 107,714.00
14	000000	000000000000000000000000000000000000	Each	1,330,600	Poly Plastics/Sigma	9910712	case	100	\$ 0.17	\$ 223,431.74	\$ 0.17	\$ 226,783.22	\$ 0.17	\$ 230,184.97
TOTAL YEARLY EXTENDED PRICE									\$	1,918,814.54	\$	1,947,596.75	\$	1,976,810.71
TOTAL THREE YEAR EXTENDED PRICE									\$	5,843,222.00				

OFFLINE BAFO COST SUBMITTAL Polyethylene Trashcan Liners RFP 6100049210																			
Item #	COPA Material Number	Item Description	UOM	Annual Per Each Quantity (E)	MFGF (F)	MFGF's Part Number (G)	UOM (H)	Per Pack Quantity (I)	Year 1 Per Each Price (J)	Year 1 Per Case Price (K)	Year 1 Line Item Extended Price (L)	Year 1 Line Item Extended Case Price (M)	Year 2 Per Each Price (N)	Year 2 Per Case Price (O)	Year 2 Line Item Extended Price (P)	Year 2 Line Item Extended Case Price (Q)	Year 3 Per Each Price (R)	Year 3 Per Case Price (S)	Year 3 Line Item Extended Price (T)
1			Each	768,500	Beta Plastics/Sigma	9940278	case	500	\$ 0.02	\$ 9.31	\$ 14,313.95	\$ 14,313.95	\$ 0.02	\$ 9.45	\$ 14,528.66	\$ 14,528.66	\$ 0.02	\$ 9.59	\$ 14,746.58
2			Each	3,902,000	Beta Plastics/Sigma	9940279	case	500	\$ 0.02	\$ 9.31	\$ 72,677.97	\$ 72,677.97	\$ 0.02	\$ 9.45	\$ 73,768.14	\$ 73,768.14	\$ 0.02	\$ 9.59	\$ 74,874.66
3			Each	22,000	Beta Plastics/Sigma	9940347SP	case	200	\$ 0.06	\$ 12.01	\$ 1,321.24	\$ 1,321.24	\$ 0.06	\$ 12.19	\$ 1,341.06	\$ 1,341.06	\$ 0.06	\$ 12.37	\$ 1,361.18
4			Each	1,133,750	Beta Plastics/Sigma	9940354	case	250	\$ 0.05	\$ 13.67	\$ 61,974.59	\$ 61,974.59	\$ 0.06	\$ 13.87	\$ 62,904.21	\$ 62,904.21	\$ 0.06	\$ 14.08	\$ 63,847.78
5			Each	2,200,000	Poly Plastics/Sigma	9930289	case	500	\$ 0.03	\$ 12.71	\$ 55,929.61	\$ 55,929.61	\$ 0.03	\$ 12.90	\$ 56,768.55	\$ 56,768.55	\$ 0.03	\$ 13.10	\$ 57,620.08
6			Each	62,000	Poly Plastics/Sigma	9970014	case	500	\$ 0.04	\$ 19.14	\$ 2,373.29	\$ 2,373.29	\$ 0.04	\$ 19.43	\$ 2,408.89	\$ 2,408.89	\$ 0.04	\$ 19.72	\$ 2,445.02
7			Each	925,600	Beta Plastics/Sigma	9911654	case	100	\$ 0.09	\$ 9.31	\$ 86,163.57	\$ 86,163.57	\$ 0.09	\$ 9.45	\$ 87,456.03	\$ 87,456.03	\$ 0.10	\$ 9.59	\$ 88,767.87
8			Each	387,000	Poly Plastics/Sigma	9970068	case	500	\$ 0.04	\$ 19.56	\$ 15,142.33	\$ 15,142.33	\$ 0.04	\$ 19.86	\$ 15,369.47	\$ 15,369.47	\$ 0.04	\$ 20.16	\$ 15,600.01
9			Each	403,900	Beta Plastics/Sigma	9910110	case	100	\$ 0.22	\$ 21.88	\$ 88,361.40	\$ 88,361.40	\$ 0.22	\$ 22.21	\$ 89,686.82	\$ 89,686.82	\$ 0.23	\$ 22.54	\$ 91,032.12
10			Each	403,900	Poly Plastics/Sigma	9911479	case	100	\$ 0.25	\$ 24.94	\$ 100,721.99	\$ 100,721.99	\$ 0.25	\$ 25.31	\$ 102,232.82	\$ 102,232.82	\$ 0.26	\$ 25.69	\$ 103,766.31
11			Each	754,700	Beta Plastics/Sigma	9911057	case	100	\$ 0.18	\$ 18.27	\$ 137,901.41	\$ 137,901.41	\$ 0.19	\$ 18.55	\$ 139,969.93	\$ 139,969.93	\$ 0.19	\$ 18.82	\$ 142,069.48
12			Each	4,597,800	Poly Plastics/Sigma	9911724	case	100	\$ 0.21	\$ 20.75	\$ 953,947.57	\$ 953,947.57	\$ 0.21	\$ 21.06	\$ 968,256.79	\$ 968,256.79	\$ 0.21	\$ 21.38	\$ 982,780.64
13			Each	707,100	Beta Plastics/Sigma	9911154	case	100	\$ 0.15	\$ 14.79	\$ 104,553.86	\$ 104,553.86	\$ 0.15	\$ 15.01	\$ 106,122.17	\$ 106,122.17	\$ 0.15	\$ 15.23	\$ 107,714.00
14			Each	1,330,600	Poly Plastics/Sigma	9910712	case	100	\$ 0.17	\$ 16.79	\$ 223,431.74	\$ 223,431.74	\$ 0.17	\$ 17.04	\$ 226,783.22	\$ 226,783.22	\$ 0.17	\$ 17.30	\$ 230,184.97
TOTAL YEARLY EXTENDED PRICE									\$	1,918,814.54		\$ 1,918,814.54	\$	1,947,596.75		\$ 1,947,596.75	\$	1,976,810.71	
TOTAL THREE YEAR EXTENDED PRICE									\$ 5,843,222.00										

TECHNICAL SUBMITTAL POLYETHYLENE TRASHCAN LINERS

I-1. Statement of Project. State in succinct terms your understanding of the project presented, or the service required by this RFP.

Offeror Response Calico Packaging, LLC has a full understanding of RFP 6100049210. The Commonwealth's requirement of NIST-133 and PCID-1102 compliant product, as defined in Appendix A, is expected to be delivered to all state agencies per their purchase order(s) throughout the term on the contract. Calico Packaging LLC is aware of the contract terms and conditions. If awarded, we will be prepared to meet the requirements. In May 2018, Calico Packaging, LLC purchased the polyethylene trash can liner division of Calico Industrial Supply, LLC (previously known as Calico Industries, Inc). Calico Industrial Supply, LLC was the previous contract holder of the Commonwealth of Pennsylvania's Polyethylene Trash Can Liner Contract. With the acquisition, four team members from Calico Industrial Supply, were hired to become employees of Calico Packaging, LLC. These team members Jon Jaret, Chris Hartnett, Adele Westerman, and Kriska McCoy were involved with the daily requirements needed to service the Commonwealth's previous Trash Can Liner Contract.

I-2. Qualifications.

A. Company Overview. Offeror shall provide a short and descriptive company overview, including company name, parent company if applicable, and company overview.

Offeror Response Calico Packaging, LLC is located in Jessup, MD. Our location houses our corporate headquarters including sales, customer service and our warehouse and distribution center. Our location is conveniently located approximately mid-way between Baltimore, Maryland and Washington, DC along the I-95 corridor. In addition, we have warehouse and distribution facilities in Carlstadt, NJ and Delano, PA, as well as Northeast Kentucky, North Carolina, and central Florida. Calico Packaging, LLC's primary business model is servicing commercial and institutional polyethylene trash can liner and food packaging & storage bag markets.

B. Prior Experience. Include experience in past, previous or current work engagements and reference information the Offeror has gained which would qualify it for this engagement. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Offeror Response Calico Packaging LLC currently holds the award for several supply contracts for polyethylene trash can liners. We have the award for the state contract for polyethylene can liners for the Commonwealth of Virginia and well as the state of New Jersey. We also hold contracts and bid awards for several Intermediate Units in the Commonwealth of Pennsylvania. The list includes Chester County, Bucks County, Delaware County, Boyertown, and Central Susquehanna (KPN). We also have

contracts to service several very large school districts including Dallas ISD, Miami-Dade Public Schools, Polk County Public Schools, Prince William County Schools, and Shelby County Schools. We also hold several supply contracts for local and regional school districts. Please note the following reference contact information for each agency.

References:

Commonwealth of Virginia
2400 Riley Ridge Road
Sandston, VA 23150
Mr. Kevin Davis
Kevin.davis@dgs.virginia.gov
(804) 328-3228

Miami Dade County Public Schools
7001 S.W. 4th Street
Miami, FL 33132
Mr. Eduardo Vicaria
eduardovicaria@dadeschools.net
(786) 275-0600

Dallas Independent School District
1515 Al Lipscomb Way
Dallas, TX 75215
Ms. Karen Craft
kcrafft@dallasisd.org
(214) 932-5446

Shelby County Schools
160 SO Hollywood Street
Memphis, TN 38112
Ms. Deborah A. Nelsonaleman
alemanda@scsk12.org
(901) 419-5621

Chester County Intermediate Unit
455 Boot Road
Downingtown, PA 19335
Ms. Sharon Fremont
sharonfr@cciu.org
(484) 237-5156

C. Personnel. Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will

be physically located during the time they are engaged in the Project. For key personnel, include the employee's name, and through a resume or similar document, the Project personnel's education and experience in customer service and account management. Key personnel shall include, but not be limited to, the following positions: Account Manager, Customer Service Team, and Accounts Receivable/Payable Manager. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Key Personnel.

- 1) **Account Manager.** The selected Offeror must designate a dedicated Account Manager that will serve as a main point of contact for insuring the successful and seamless implementation of this contract. The Account Manager shall:
 - a) Be, at a minimum, available to the Commonwealth from Monday through Friday during the normal business hours of 8AM to 5PM EST;
 - b) Actively participate in regularly scheduled business review meetings with the Commonwealth to evaluate past performance and address recurring issues. The Commonwealth will assess agency satisfaction with the selected Offeror's quality of service and performance. If any service deficiencies are identified, the selected Offeror and Department of General Services ("DGS") representatives will determine a plan of action to ensure that the level of service improves.
 - c) Play an important role in overseeing the selected Offeror's Customer Service Representative Team. He/she will be responsible for, but not limited to, ensuring high quality of service, interfacing as an issue escalation catalyst, resolving problems and proactively addressing cost savings and optimization opportunities across Commonwealth agencies;
 - d) Identify and analyze issues and/or opportunities that may arise over the course of this contract;
 - e) Be accountable for ensuring that the orders are delivered in accordance with the contract requirements and terms and conditions and resolve any issues revolving around delivery, stocking levels, product quality and other delicate issues that directly affect customer satisfaction levels; and
- 2) **Customer Service Representative Team.** In order to administer this contract, the selected Offeror must provide the Commonwealth with a Customer Service team that will be dedicated to the Commonwealth's account and be available, at a minimum, of Monday through Friday from 8AM to 5PM EST. The Offeror must provide a toll-free telephone number and an email address to contact the Customer Service Team. The team's prime responsibilities consist of managing their network's distribution and warehousing centers that carries the requested products and arranging prompt delivery to the Commonwealth's locations. The team must be knowledgeable, qualified, and experienced. Describe applicable

customer service experience and ability to provide qualified resources to satisfy this need.

- 3) Accounts Receivable/Payable Manager.** This individual will be the dedicated point of contact for the Commonwealth for all billing and invoicing questions.

Offeror Response Calico Packaging, LLC., is headquartered in Jessup, Maryland. Our corporate office is home to our management team, bid/contracts department, customer service and sales support, and accounts receivable. Personnel that will be responsible for the administration of the contract will be:

Account Managers: Mr. Jon Jaret, President and Mr. Chris Hartnett Chief Operating Officer

Jon Jaret travels throughout the Commonwealth of Pennsylvania frequently visiting clients and offering on-site sales and product support.

Chris Hartnett is also available for site visits as well as assisting clients via telephone and email.

Both Chris and Jon look forward to the opportunity to meet regularly with the Commonwealths Contract Administrator. We will be prepared to discuss the state of the contract as of the date on the meeting. We will also offer insight on industry issues and advances that may be of an advantage to the Commonwealth and their agencies. Any service or product issues that may arise will also be addressed with recommendations for improvement.

Customer Service: Calico Packaging, LLC, if awarded a contract, will assign two staff members to be available to the Commonwealth: Ms. Kriska McCoy and Ms. Adele Westerman. Both are very experienced in product knowledge, logistics, and contract/bid administration. Both will be under the direct management of Mr. Chris Hartnett.

Accounts Receivable: Ms. Linda Phelps, Receivable Manager. Ms. Phelps has many years' experience in maintaining proper invoicing and payment posting application requirements.

Our business hours are 8:00 Am to 5:00 PM, Monday through Friday. Our contact information is:

Telephone: (800) 638-0828

Facsimile: (301) 498-2056

Bids/Contracts Sales Department email: <mailto:bids@calicopackaging.com>

Assigned Staff Qualifications:

Mr. Jon Jaret, President

Calico Packaging, LLC-President May 2018-Current.

Oversees daily operations of Calico Packaging, LLC. Including: Sales, Production Management, Shipping & Receiving Scheduling, Overall Operations Management.

Calico Industrial Supply/Calico Industries, Inc.-Director of Polyethylene Bag Sales June 1980- May 2018
Managed Polyethylene Bag Division. Including Sales, Production Scheduling, Inventory Management,
Warehouse and shipping management.

Education: University of Maryland, College Park.

Mr. Chris Hartnett, Chief Operating Officer

Calico Packaging, LLC-Chief Operating Officer May 2018-Current.

Oversees daily operations of Calico Packaging, LLC. Including: Sales, Customer Service Management,
Daily Operations, Shipping Management.

Calico Industrial Supply/Calico Industries, Inc.-Director of Bids & Contract. March 2005-May 2018
Directed Calico Bid Department/Sales Team, managed a staff of twelve team members, negotiated with
manufacturers for term contract pricing,

Education: Graduate Bowie State University, B.S. Bowie, MD

Ms. Adele Westerman

Calico Packaging, LLC-Customer Service/Admin May 2018-Current

Processed Orders Daily, Answer Customer Inquiries/Status, Prepares Quotations/Bids

Calico Industrial Supply/Calico Industries, Inc.-Sr. Bid Analyst. April 1996-May 2018
Prepared Bids & Quotations, Processed Purchases Orders, Researched Status of Customer Orders

Education: Allegheny County Community College, Pittsburgh, PA

Ms. Kriska McCoy

Calico Packaging, LLC-Customer Service/Admin May 2018-Current

Processed Orders Daily, Answer Customer Inquiries/Status, Prepares Quotations/Bids

Calico Industrial Supply/Calico Industries, Inc.-Bid Analyst. July 2005-May 2018
Prepared Bids & Quotations, Processed Purchases Orders, Researched Status of Customer Orders

Education: Florida Metropolitan University

Ms. Linda Phelps

Calico Packaging, LLC-Accounts Receivable Manager September 2018-Current

Applied Receivables to Customer Accounts, Followed-up for Receivables with Customers,
Managed Payables,

Calico Industrial Supply/Calico Industries, Inc.-Accounts Receivable Coordinator. Nov 1994-Sept 2018
Applied Receivables to Customer Accounts, Followed-up for Receivables with Customers,
Approved Credit Limits.

Education: Graduate Arundel Community College AA, Business Degree

D. Subcontractors. Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from DGS. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

- 1) Name of subcontractor;
- 2) Primary contact name and email;
- 3) Address of subcontractor;
- 4) Description of services to be performed;
- 5) Number of employees by job category assigned to this project; and
- 6) Resumes (if appropriate and available).

Offeror Response No subcontractors will be used for RFP 6100049210

I-3. Requirements. Offeror shall acknowledge or describe its ability to meet each requirement listed below in the "Offeror Response" block and, if applicable, describe any relevant experience and qualifications, which supports the response.

A. General Requirements.

- 1) **Pricing.** Offerors must provide pricing on every line item listed in **Appendix A, Cost Submittal**. The proposal submitted by the selected Offeror will be incorporated into any resulting Contract and the selected Offeror will be required to provide the awarded items at the prices quoted in its proposal. Offerors can be a manufacturer or authorized distributor.

Offeror Response Please see Appendix A

- 1) **Approved Equal.** Whenever an item is defined in this RFP by trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith shall be implied. Any reference to a manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a "no substitute" is requested. When a "no substitute" is requested, the Issuing Office will consider proposals for the referenced product only. The term "approved equal" is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which is to be used equally as well as specified. An Offeror quoting on a product other than the

referenced product shall: a) furnish complete identification in its proposal of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposed to furnish, if requested; and c) indicate any known specification deviations from the referenced product. Finally, any proposed substitute must meet the required density and all dimensional characteristics as presented by PCID 1102.

2)

Offeror Response Calico Packaging LLC is bidding per the specifications

3) **Post-Submission Descriptive Literature.** The Commonwealth may, during its evaluation of the proposed product(s), require the Offeror to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the proposals non-responsive.

Offeror Response Calico Packaging will comply if requested

4) **Security. (For Department of Corrections Only)** The selected Offeror or their sub-contractors who utilize regular delivery transportation will have to submit a [Centralized Clearance Check Information Request](#) through the original supplier for all drivers (regardless if delivery is inside or outside of the fence). Common carriers will not be required to render clearance requests, however, are subject to search and escort procedures. ALL CARRIERS reporting to outside warehouses must secure their vehicle (windows closed and doors locked), sign in at warehouse and wait for further directions from Correctional staff.

A. **Offeror Response** Calico Packaging LLC's carriers will comply to this requirement.

B. Specific Requirements.

1) **Pricing.** Line item pricing will be firm for the initial three (3) year contract term. Offerors shall furnish with their proposal line item pricing for each of the three years of the initial contract term for all the items contained in **Appendix A, Cost Submittal**. In order to be eligible Offerors must be able to quote 100% of the items contained in the **Appendix A, Cost Submittal**.

Offeror Response Please see Appendix A

2) **Price Adjustments.** The selected Offeror may request a price adjustment during the contract renewal process. The selected Offeror must provide a written justification to DGS Contracting Officer with supporting documentation that provides details of the proposed price adjustment. The request will be reviewed by DGS and must be approved before any price adjustments take place.

Offeror Response Calico Packaging LLC acknowledges and agrees with this statement.

- 3) **Minimum Order.** The minimum order qualifying for F.O.B. delivered price shall be \$50.00. If an ordering entity does not meet the minimum order dollar amount the Offeror(s) may add a reasonable freight/shipping cost accordingly. Please acknowledge acceptance of this minimum order value.

Offeror Response Calico Packaging LLC acknowledges and agrees with this statement.

- 4) **Specification.** Please refer to the core list of items on the **Appendix A, Cost Submittal** for a description of each item included in the solicitation. The products must conform to PCID 1102. DGS reserves the right to reject a product, post award if the product performance is deemed unacceptable. Offerors must provide an explanation of the methodology that will be used to verify all product, prior to shipment, conforms to the specified weights and dimensions identified in the PCID.

Offeror Response Calico Packaging LLC, through their manufacturers, maintains a strict quality control process at the point of manufacturing. Approximately every eighth case manufactured is quality checked for size and gauge (thickness). NIST-133 formula calculations are used to set the standard required weight. In addition to size and gauge, every case is confirmed to meet the required minimum weight. If a deviation is found, each case manufactured since the prior QC check is evaluated and corrections are made before resuming the manufacturing process.

- 5) **Product Certification.** Offerors must submit with their proposal a letter stating that the plants supplying these materials have a quality assurance function that ensures products meet the Pennsylvania Commercial Item Description (PCID) 1102, Trashcan Liners (**Appendix B**). The letter must include at minimum a brief overview of the quality assurance function and corporate quality philosophy and mission, certifications by national and international organizations, number of fulltime personnel, and contact information of department manager or director. Failure to provide this information may result in the proposal being considered non-responsive.

Offeror Response Please see attached manufacturer's letters.

- 6) **Samples.** DGS may request samples prior to award, or during the term of the contract. The samples requirement for trashcan liners may consist of ten liners for each item specified in the lot or it may require full case samples. DGS reserves the right to use any additional information or applicable tests to determine conformity to Specification. DGS reserves the right to solicit independent product testing at the selected Offeror's expense to determine conformance to specification.

B. **Offeror Response** Calico Packaging LLC will comply if requested.

I-4. Value Added Services. The Offeror may provide any optional value-added services that are within the scope of the project. Describe in narrative form the value-added services, that will be provided at no cost to Commonwealth, that the Offeror may, at the Department of General Service's discretion, make available beyond those specifically identified in this RFP to improve the efficiency or effectiveness or savings for the entire operation. Value-added services such as, but not limited to:

- A. Electronic Interface for Online Ordering.** A secure, role-based, user-friendly website catalog tool with Commonwealth specific pricing. Offeror's shall describe the overall functionality of its electronic interface and online ordering tool. If implemented, the selected Offeror should provide access to a sample electronic interface, including web location and temporary log-in information to be utilized for review purposes. Offerors shall describe how they will identify and enforce blocking of non-contract categories/items not permitted to be purchased on this contract, and how they will keep them from appearing on the electronic interface.
- B. Web based Dashboard/Reporting tool.** A web based dashboard/reporting tool (hosted by the selected Offeror) for use by the Commonwealth (Contract/Program Administrator and other designees) to manage the janitorial supplies contract, including the ability to review/audit invoices by agency/site location. If implemented, the selected Offeror should provide access to a sample dashboard/reporting tool and temporary log-in information to be utilized for review purposes. The sample should have a dashboard/reporting tool with pre-loaded sample purchases to generate example reports for evaluation.
- C.** User access must be role-based, so that employees only have access to the specific data they are required to see at their position level within their agency/bureau/department. Only the Contract/Program Administrator will have access to aggregate program information.
- D.** A tool downloadable in electronic format (e.g. excel, csv, text, etc.) and be broken out by purchase order and Commonwealth Purchasing Card spend. Also, produce reports, such as: By location, by agency, by user, by product, and products with recycled content with percentage/amount. Potential reporting elements:
 - Purchasing Contact Information: Agency Name; Ordering Office Name (ex. bureau, office, or department name); and Physical Address of Delivery.
 - Product/Service description: Manufacturer Name; Manufacturer Part Number; SKU number; Commonwealth of PA Line Identification; Item Description; Unit of Measurement; Quantity delivered; Contract price per unit; Gross sale; Payment type; and Recycled content.
- E. Training.** Training on the supplier(s) electronic interface and end-user guides may be required to be provided to the Commonwealth upon implementation.

Offerors description should also include: the name of the application; a thorough explanation of application's functionality; sample images; what browser application(s) (e.g. Internet Explorer, Firefox, etc.) the software will run on and the ability to export data into various file formats (e.g. Microsoft excel, CSV, tab delimited, text, etc.). Offerors shall also describe any additional reports available to the Commonwealth and the process for obtaining the reports (i.e. by request, etc.). Sample reports are to be included with the proposal submission.

Offeror Response I-4. Value Added Services

- A. Calico Packaging LLC has the ability to make available a specific landing page through our web site. The page will contain only the awarded items listing and current contract pricing. Upon entering a provided username and password, state agencies will enter a secure page with contract items and pricing. In addition, information to guide users to the proper item to meet their application and the proper size bag to fit major industry standard containers will also be provided. An order form may be downloaded for ease of ordering. No additional items may be viewed on the specific Commonwealth of Pennsylvania contract page.
- B. Calico Packaging LLC's operating system's software currently limits accessibility of reporting to Calico Packaging's staff. Unique reports can be established as requested and generated immediately for release to the Commonwealth's contract administrators upon request. Calico Packaging commits to the Commonwealth, if awarded, we will research and implement system upgrades to meet the Commonwealth's requirement.
- C. Please see response to paragraph 'B' above.
- D. Calico Packaging LLC's operating system allows reports to be customized and generated as outlined in this paragraph. Once requested, reports will be provided in the format required (excel, csv, text, etc.)
- E. Calico Packaging LLC through our software IT Management is excited to design a platform that will meet the Commonwealth's needs. Currently a variety of applications and reporting formats are available upon request. Calico Packaging LLC's staff, if awarded, will meet with the Commonwealth's contract administrators to design appropriate reporting mechanisms. All necessary system training will be provided.

I-5. Work Plan. Describe in narrative form your technical plan for accomplishing the work using the task descriptions set forth below as your reference point.

- A. Start-up/Implementation.** Describe your implementation plan to meet the following requirements. Offeror(s) shall submit their proposed implementation methodology for the project. The implementation plan shall include all activities necessary for the implementation of service. The selected Offeror shall meet with the Commonwealth to review the draft implementation plan and gather any additional details required to finalize the implementation plan. A finalized implementation plan shall be submitted to the Commonwealth within ten (10) calendar days from the effective date of the contract. The implementation plan shall

account for a Go Live date of no later than 60 calendar days from the effective date of the contract.

- A. **Offeror Response** Calico Packaging LLC is fortunate to have on staff several employees that are vary familiar with servicing the agencies of the Commonwealth. Our key staff that will be involved with the administration of the contract have several years' experience through a past contractor. This allows us to utilize past experience in establishing proper stock levels and logistics. We will establish a single point for order placement and processing. Calico Packaging has in place a minimum of three warehouses to stock and distribute to the Commonwealth. We also have the ability to drop-ship directly from the point of manufacture. Common products with high volume will be inventoried in the most appropriate location to where they are needed. A determination of which location to facilitate an order will be determined based upon the agency's location and order size. For example, an order going to Wilkes Barre will be processed at our facility just outside of Hazelton. Harrisburg and Lancaster may be serviced from Jessup, MD and so on. Inventory levels will be established based on volume and order requirements. This is a floating figure adjusted frequently as needed. We have on record prior item movements that will just need to be updated. Our sales staff will meet with agency users to properly plan for meeting their needs. This data will assist us in determining anticipated product movement and setting stock levels. If awarded, we will schedule an appointment to meet with the Commonwealth's contract administrator or appointed representative. An implementation plan will be presented at that time. Calico Packaging LLC sets as a corporate goal the ability to 'go live' on a new contract within 30 days.
- B. **Blocking Items.** It is a requirement of the selected Offeror to have the ability to block items and categories of items that the Commonwealth agencies are not permitted to purchase. Offerors shall describe how they will identify and enforce blocking of non-contract categories/items not permitted to be purchased on this contract.
- B. **Offeror Response** As stated in section I-4, paragraph A, Calico Packaging LLC will establish a web-based landing page for which agencies may order. This page will be used for two purposes: 1) for agencies to take note of all items that are eligible for procurement on the contract. We understand the Commonwealth may, at times, request a new item or delete a current item. This page will be updated as necessary. 2) This page will also be utilized for internal order processing. If an item should appear that is not on the authorized contract, Calico Packaging's order processor will seek the Commonwealth's contract administrator for direction before continuing.
- C. **Ordering Process.** The selected Offeror must have the ability to accept orders manually, electronically, and over the phone (via a toll-free number) through a single point of contact. It will be the responsibility of the selected Offeror, upon notification of award, to obtain maps of the locations of each of the using agencies, as well as

identifying the contract's end-users (purchasing staff) throughout the Commonwealth. Accounts will be established for each of the end-users (some with multiple ship-to locations). The selected Offeror must notify the ordering agency within 24 hours if an item is out of stock, along with the length of the wait time for availability.

- C. **Offeror Response** Calico Packaging LLC currently accepts orders through email, facsimile, telephone, and US mail. Our toll-free number and order email address will be listed in our bid submission. Our friendly and knowledgeable customer service and sales staff will be ready and available. All available agency data (purchasing agents, shipping and invoicing addresses, email addresses, telephone numbers, delivery instructions, etc.) will be properly uploaded into our system. Our order entry system emails an order confirmation to the buyers provided email address upon entry. Shipment status and lead times are communicated with the acknowledgment.
- D. **Discontinued Products.** The selected Offeror is responsible for notifying the DGS Contracting Officer of discontinued items in a timely manner. If a product is discontinued, the selected Offeror may propose an equivalent replacement product for the same or lower price. DGS, in its sole discretion, shall determine whether the proposed product is acceptable as an equivalent. If the proposed product is acceptable the new product will be added to the Contract. If the selected Offeror cannot provide an acceptable equivalent product DGS may remove the product from the Contract. At no point is the selected Offeror allowed to unilaterally change products or pricing. Offerors shall describe their process for handling discontinued products as well as their willingness to comply with the DGS process for addition / deletion of products as stated above.
- D. **Offeror Response** Calico Packaging LLC understands the importance of providing items specified in the contract. We do not envision a contract item being discontinued by our manufacturers.
- E. **Addition/Deletion of Products.** Offerors shall describe how they will comply with the policies identified in this section and required by the contract; include detail on your internal process for handling each.
- 1) **Deletion of Products.** DGS reserves the right to remove products from the Contract which have been determined to be low usage or no longer a requirement of the using agencies. If an item is removed from the Contract the selected Offeror will be notified.
 - 2) **Addition of Products.** Additional line items that are reasonably construed to be within the scope of this procurement may be added to the contract at the request of the using agency. If DGS determines that the additional item should be added, the following procedures will be followed. DGS will contact the selected Offeror and allow them the opportunity to provide the item. DGS, in its sole discretion, will determine if the price quoted by the selected Offeror is fair and reasonable.

- E. **Offeror Response** 1) Should the determination be made to discontinue a contract item, Calico packaging LLC will work with the Commonwealth to determine the reason (low usage, not meeting required application, etc.). Once approved for discontinuation, Calico Packaging LLC will immediately remove the item from the web site landing page, all order sheets, and the contract file. We will let the Commonwealth know of any inventory available in the event it still may be used by an agency. If requested from this point on, it will be treated as an 'off contract' request with proper protocol followed.
- 2) Calico Packaging acknowledges the Commonwealth, or an agency may make a special request to add a new item to the contract. We commit to following the Commonwealth's protocol in making such a determination and adding this to the contract. New item pricing will be determined by formula used to price similar items. If approved by the contract administrator for addition to the contract by written contract change order, Calico Packaging will add the item to the web site landing page, all contract order forms, and the contract file. We will work with the contract administrator and the requesting agency to determine proper inventory stock levels and location(s) to inventory.
- E. **Deliveries.** All items ordered from this contract shall be delivered within 15 business days of order receipt.
- 1) **Delivery Address.** All deliveries should be made to the address specified on the order. These deliveries will be made within the Commonwealth of Pennsylvania. All deliveries will be inside delivery to the address specified on the order.
- 2) **Packaging.** All orders shall be securely packaged so as to avoid damage in accordance with standard industry practices.
- 3) **Returns.**
- a) Any items delivered in poor condition, in excess of the amount ordered, or not included in the purchase order may, at the discretion of the ordering entity, be returned to the Offeror at the Offeror's expense within thirty (30) days. There shall be no restocking fees assessed to the ordering entity.
- b) Any item(s) rejected at time of delivery may be returned immediately, the Offeror's delivery provider will be required to take the item(s) back. Replacement product for the rejected item(s) will be delivered to the ordering entity within five (5) calendar days, or the next delivery date, not to exceed fourteen (14) calendar days.
- c) Items which have been deemed unacceptable after delivery has been made can be returned to the selected Offeror. The ordering entity must contact the selected Offeror's Customer Service Representative to arrange for pick-up, replacement and credit for the item(s). The selected Offeror must remove unacceptable product(s) from the ordering entity location within seven (7) calendar days of receipt of notification. Unacceptable product(s) left at the ordering entity location for more than ten (10) calendar days will become the property of the ordering entity to dispose of as they see fit. If invoices have

been submitted, the selected Offeror will issue credit(s) for the full amount of the product(s) purchased.

- 4) Incorrectly Ordered Items.** Incorrectly ordered item(s) will be returned to the selected Offeror at the expense of the ordering entity. The selected Offeror may charge a not to exceed 10% restocking fee, for each item. The 10% is to be calculated based on the contract price at time of order. Credit for all returned goods shall be made immediately upon receipt of the product by the selected Offeror.

Offerors shall describe how they will comply with the policies identified in this section and required by the contract; include details on your internal process for handling each. Offerors shall also identify their plan or process for obtaining and maintaining appropriate levels of inventory of all products to ensure all delivery requirements are met.

- F. **Offeror Response** Deliveries: Calico Packaging LLC realizes the necessity to provide World Class customer service. Our trained staff is fully trained to handle any occurrence. Upon receipt of a purchase order, we immediately confirm the delivery address as well as any unique circumstances needed to meet the agency's requirements. These are all noted in advance, minimizing any issues that may occur. We package all products in industry standard packaging to minimize the possibility of damage. We do, however, acknowledge issues in transit may occur. Title of product does not transfer to the consignee until signed clear. In the event a delivery arrives not meeting the agency's expectations, Calico Packaging LLC will work directly with the carrier to resolve. In the interim, replacement product will be dispatched immediately. Refused deliveries will be returned to Calico Packaging by the carrier. Once notified by a carrier of a refusal, Calico Packaging LLC's customer service team will immediately contact the agency and will move to correct any issue. Any requested returns will be processed as required. If an unsatisfactory item is discovered after delivery, we ask for the receiving agency to notify Calico Packaging LLC's customer service for resolution. We also understand an incorrect item may at times be ordered. We will handle the logistics in resolving to the agency's satisfaction as quickly as possible.

- I-6. Contract Turnover.** Upon expiration or termination of the contract, the selected Offeror shall provide for a mutually agreed upon turnover of its services to the Commonwealth and its successor selected Offeror, as applicable. The selected Offeror shall provide a final detailed description of the turnover plan for approval by the Commonwealth within six (6) months prior to the last day of the contract. Selected Offeror shall be responsible to pay all costs related to the transfer of materials and responsibilities as a normal part of doing business with the Commonwealth.

Offeror Response Calico Packaging LLC will comply with this requirement.

- I-7. Monthly Reports.** The selected Offeror shall submit a monthly report to the Contracting Office referenced herein, no later than the fifteenth of each month for the preceding month. Each report shall include the name and address of the Offeror, contract number, period covered by the report, as well as the description of the item(s) purchased,

quantity of each item purchased, cost of items purchased, and the ordering agency. The information shall be arranged in columns on the report for each order received. These reports should be easy to read and customer friendly and shall be in an electronic format utilizing Microsoft® Excel®.

Offeror Response Calico Packaging LLC will comply with this requirement.

I-8. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. Offerors shall describe:

- A. How you anticipate such a crisis will impact your operations; and
- B. Emergency response continuity of operations plan.

Offeror Response In the event of an emergency, Calico Packaging LLC will be prepared to continue servicing the Commonwealth. With inventory being maintained in three separate warehouses strategically placed, we do not envision a supply delay. Delivery capabilities will have to be addressed and planned at that time, due to the nature of the emergency.

I-9. Payment and Invoicing. Payment and invoicing information can be accessed through the [Pennsylvania Office of the Budget](#) website.

Offeror Response Calico Packaging LLC will comply with this requirement.

I-10. Standard Contract Terms and Conditions. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal. The Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Appendix C, Terms and Conditions**.

Offeror Response Calico Packaging LLC will comply with this requirement. Appendix C, Terms and Conditions will be honored.

I-11. Service Level Agreements (SLAs). The selected Offeror must meet the Service Level Agreements as described in **Appendix D, Service Level Agreements**. If the selected Offeror fails to meet Service Level Agreements, the deduction to the contractors handling fee will be applied as per the Service Level Agreement.

Offeror Response Calico Packaging LLC will comply with this requirement.

B BETA PLASTICS CORPORATION

120 AMOR AVENUE • CARLSTADT, N.J. 07072
Tel. (201) 933-1400 • Fax: (201) 933-0089

March 2, 2020

Mr. Ben Huffine
Department of General Services
Commonwealth of Pennsylvania
555 Walnut Street
Harrisburg, PA 17101-1921

Re: RFP6100049210

Dear Mr. Huffine:

Beta Plastics Corporation thanks you for considering our product through our partner Calico Packaging LLC.


Beta Plastics operates a polyethylene film extrusion factory producing, among other items, polyethylene trash can liners. Our plant operates 24 hours per day year-round. We run three shifts per day with approximately 120 full time employees.

Beta employees a very stringent quality control process. Our resins and other raw materials are verified upon receipt to insure they meet our high standards. During the extrusion process, our shift managers and quality control manager on duty routinely inspects film confirming size (width and length) as well as gauge and seals are within specification. Each case of finished goods is weighed and documented. Our product labels are unique to identify the specifics for each case. In the unlikely event a deviation is found, each case back to the previous quality check is inspected. Any product found to not meet the requirements of the production order are removed and any necessary corrections are made. Our state-of-the-art film extrusion equipment is fully computerized which minimizes the possibility of deviations from the required specifications.

Beta Plastics Corporation has a very high expectation for meeting our customer's requirements. We have an excellent reputation and longevity in our customer base.

The undersigned is responsible for the overall operation of the Corporation. Please do not hesitate to contact me directly if you have any questions.

Sincerely,



Nick Mitchell
President, Beta Plastics Corporation

B BETA PLASTICS CORPORATION

120 AMOR AVENUE • CARLSTADT, N.J. 07072
Tel. (201) 933-1400 • Fax: (201) 933-0089

December 11, 2019

Mr. Ben Huffine
Department of General Services
Commonwealth of Pennsylvania
555 Walnut Street
Harrisburg, PA 17101-1921

Re: Request for Information #19-04, Polyethylene Trashcan Liners

Dear Mr. Huffine:

With this letter, we confirm Calico Packaging LLC of Jessup, Maryland is an authorized distributor in good standing of our products.

As an authorized distributor, Calico Packaging LLC has full authority to honor all warranty and defective product concerns. We will work closely with Calico to insure any issues that may arise will be properly addressed and corrected.

Beta Plastics Corporation has on staff sufficient personal to insure compliance to the specifications. Our QC staff, in coordination with line operators and supervisors, routinely monitors and inspect product as it comes through the manufacturing process. Our corporate laboratory routinely confirms all raw materials as well as finished goods meet our high standards as well as our customer's requirements. We take pride in being the manufacturer that takes quality, innovation and expertise in flexible packaging and exceeds our customer's expectations by:

- Continuously surveying customer expectations and responding
- Implementing in-line process control on production extrusion lines
- Instituting ISO 9000, HACCP, GMP and risk management programs
- Meeting all certification requirements according to a product's application
- Expanding our capabilities by making a commitment to technological innovation
- Engaging our entire team to provide a premier level of service to every customer

Beta Plastics Corporation thanks you for considering our products. We look forward to the possibility of being of service through our partner Calico Packaging LLC. The undersigned is the direct point of contact for Calico.

Respectfully,



Nick Mitchell
President
Beta Plastics Corporation

Serving the Janitorial, Paper, Restaurant, Food Service, Health Care & Industrial Distribution Supply Industries



POLY PLASTIC PRODUCTS

D/B/A Sigma Specialty Films

Pennsylvania * North Carolina
Delano, PA Marshville, NC



March 2, 2020

Mr. Ben Huffine
Department of General Services
Commonwealth of Pennsylvania
555 Walnut Street
Harrisburg, PA 17101-1921

Re: RFP6100049210

Dear Mr. Huffine:

Poly Plastics Products of Pennsylvania thanks you for considering our product through our partner Calico Packaging LLC.

Poly Plastics Products manufactures both linear low density and high-density trash can liners in our central Pennsylvania facility. We are an SQF certified facility. Our plant operates 24 hours per day, 365 days per year.

Poly Plastics Products takes pride of our state-of-the-art facility in exceeding our customers' requirements. With-in the extrusion process, we maintain our vision of producing a quality product that meets our client's specifications and expectations.

All our production employees are trained to put safety first while producing a quality product. This is enforced by our shift and quality control managers who monitor the manufacturing process. Finished goods are routinely verified to meet requirements. In the unlikely event a deviation is discovered, immediate action is taken to remove any inferior product and corrective action taken. Log records are kept of inspections and weights are noted for every case manufactured.

Poly Plastics Products has built our reputation by manufacturing and delivering a quality product. Our returning customers enjoy the comfort of receiving a consistent quality product. It is on this believe and trust that we have built our business.

Beta Plastics Corporation our sister, has a very high expectation for meeting our customer's requirements as well. We both share the same views in having, an excellent reputation and longevity in our customer base.

Thank you for the opportunity for us to offer our products through our partner Calico Packaging LLC. Please do not hesitate to contact me if you have any questions.

Sincerely,

Vince Oberto
Vice President, Poly Plastics Products

Head Office: Poly Plastic Products of Pennsylvania, Inc. 21 Schultz Drive, Delano, PA 18220-0220
Ph# 570-467-3000 Fax# 570-467-3001 polyplasticproducts.com

Member of the Sigma Plastics Group

IRAN FREE PROCUREMENT CERTIFICATION FORM

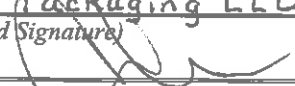
(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

Vendor Name/Financial Institution (Printed) Calico Packaging LLC	
By (Authorized Signature) 	
Printed Name and Title of Person Signing Christopher Hartnett Chief Operating Officer	Date Executed 2/26/2020

OPTION #2 - EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed



LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/grants/sflllin.pdf>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: Chief Operating Officer DATE: 2/26/2020

B BETA PLASTICS CORPORATION

120 AMOR AVENUE • CARLSTADT, N.J. 07072
Tel. (201) 933-1400 • Fax: (201) 933-0089

March 2, 2020

Mr. Ben Huffine
Department of General Services
Commonwealth of Pennsylvania
555 Walnut Street
Harrisburg, PA 17101-1921

Re: RFP6100049210

Dear Mr. Huffine:

Beta Plastics Corporation thanks you for considering our product through our partner Calico Packaging LLC.

Beta Plastics operates a polyethylene film extrusion factory producing, among other items, polyethylene trash can liners. Our plant operates 24 hours per day year-round. We run three shifts per day with approximately 120 full time employees.

Beta employees a very stringent quality control process. Our resins and other raw materials are verified upon receipt to insure they meet our high standards. During the extrusion process, our shift managers and quality control manager on duty routinely inspects film confirming size (width and length) as well as gauge and seals are within specification. Each case of finished goods is weighed and documented. Our product labels are unique to identify the specifics for each case. In the unlikely event a deviation is found, each case back to the previous quality check is inspected. Any product found to not meet the requirements of the production order are removed and any necessary corrections are made. Our state-of-the-art film extrusion equipment is fully computerized which minimizes the possibility of deviations from the required specifications.

Beta Plastics Corporation has a very high expectation for meeting our customer's requirements. We have an excellent reputation and longevity in our customer base.

The undersigned is responsible for the overall operation of the Corporation. Please do not hesitate to contact me directly if you have any questions.

Sincerely,



Nick Mitchell
President, Beta Plastics Corporation

B BETA PLASTICS CORPORATION

120 AMOR AVENUE • CARLSTADT, N.J. 07072
Tel. (201) 933-1400 • Fax: (201) 933-0089

December 11, 2019

Mr. Ben Huffine
Department of General Services
Commonwealth of Pennsylvania
555 Walnut Street
Harrisburg, PA 17101-1921

Re: Request for Information #19-04, Polyethylene Trashcan Liners

Dear Mr. Huffine:

With this letter, we confirm Calico Packaging LLC of Jessup, Maryland is an authorized distributor in good standing of our products.

As an authorized distributor, Calico Packaging LLC has full authority to honor all warranty and defective product concerns. We will work closely with Calico to insure any issues that may arise will be properly addressed and corrected.

Beta Plastics Corporation has on staff sufficient personal to insure compliance to the specifications. Our QC staff, in coordination with line operators and supervisors, routinely monitors and inspect product as it comes through the manufacturing process. Our corporate laboratory routinely confirms all raw materials as well as finished goods meet our high standards as well as our customer's requirements. We take pride in being the manufacturer that takes quality, innovation and expertise in flexible packaging and exceeds our customer's expectations by:

- Continuously surveying customer expectations and responding
- Implementing in-line process control on production extrusion lines
- Instituting ISO 9000, HACCP, GMP and risk management programs
- Meeting all certification requirements according to a product's application
- Expanding our capabilities by making a commitment to technological innovation
- Engaging our entire team to provide a premier level of service to every customer

Beta Plastics Corporation thanks you for considering our products. We look forward to the possibility of being of service through our partner Calico Packaging LLC. The undersigned is the direct point of contact for Calico.

Respectfully,



Nick Mitchell
President
Beta Plastics Corporation



POLY PLASTIC PRODUCTS

D/B/A Sigma Specialty Films

Pennsylvania * North Carolina
Delano, PA Marshville, NC



March 2, 2020

Mr. Ben Huffine
Department of General Services
Commonwealth of Pennsylvania
555 Walnut Street
Harrisburg, PA 17101-1921

Re: RFP6100049210

Dear Mr. Huffine:

Poly Plastics Products of Pennsylvania thanks you for considering our product through our partner Calico Packaging LLC.

Poly Plastics Products manufactures both linear low density and high-density trash can liners in our central Pennsylvania facility. We are an SQF certified facility. Our plant operates 24 hours per day, 365 days per year.

Poly Plastics Products takes pride of our state-of-the-art facility in exceeding our customers' requirements. With-in the extrusion process, we maintain our vision of producing a quality product that meets our client's specifications and expectations.

All our production employees are trained to put safety first while producing a quality product. This is enforced by our shift and quality control managers who monitor the manufacturing process. Finished goods are routinely verified to meet requirements. In the unlikely event a deviation is discovered, immediate action is taken to remove any inferior product and corrective action taken. Log records are kept of inspections and weights are noted for every case manufactured.

Poly Plastics Products has built our reputation by manufacturing and delivering a quality product. Our returning customers enjoy the comfort of receiving a consistent quality product. It is on this believe and trust that we have built our business.

Beta Plastics Corporation our sister, has a very high expectation for meeting our customer's requirements as well. We both share the same views in having, an excellent reputation and longevity in our customer base.

Thank you for the opportunity for us to offer our products through our partner Calico Packaging LLC. Please do not hesitate to contact me if you have any questions.

Sincerely,

Vince Oberto
Vice President, Poly Plastics Products

Head Office: Poly Plastic Products of Pennsylvania, Inc. 21 Schultz Drive, Delano, PA 18220-0220
Ph# 570-467-3000 Fax# 570-467-3001 polyplasticproducts.com

Member of the Sigma Plastics Group

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500, or \$500 for a Department of General Services Self-Certified Small Business, or \$166 for a Department of General Services-verified Small Diverse Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, you must submit a copy of your active Small Business Contracting Program certificate with your bid response.

Calico Packaging LLC

Corporate or Legal Entity Name



2/26/2020

Christopher Hartnett, Chief Operating Officer

Printed Name/Title

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
1, 2, 3, 4, 7, 9, 11, 13	Beta Plastics / Sigma	New Jersey
5, 6, 8, 10, 12, 14	Poly Plastics / Sigma	Pennsylvania

IV. BIDDER'S RESIDENCY

- A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: _____



Calico Packaging, LLC
10621 Iron Bridge Road
Suite F
Jessup, MD 20794
bids@calicopackaging.com

James (Ben) Huffine
Issuing Officer
717-346-3847

From: [Bids Email](#)
To: [Huffine, Ben](#); [Jon Jaret](#)
Subject: [External] Amended Page 4 of Reciprocal Limitation Act I (RFP) # 6100049210, Polyethylene Trashcan Liners
Date: Thursday, May 14, 2020 12:10:42 PM
Attachments: [PAGE.4.AMENDED.CALICOPACKAGING.GSPUR89.pdf](#)

ATTENTION: *This email message is from an external sender. Do not open links or attachments from unknown sources. To report suspicious email, forward the message as an attachment to CWOPA_SPAM@pa.gov.*

Mr. Huffine,

I really appreciate your assistance. Attach is an amended page 4 of our Submittal GSPUR-89. Please know if you need additional information. Thank you and stay safe.

Chris Hartnett
Calico Packaging, LLC

From: Huffine, Ben <jahuffine@pa.gov>
Sent: Thursday, May 14, 2020 11:43 AM
To: Jon Jaret <jon.jaret@calicopackaging.com>
Cc: Bids Email <bids@calicopackaging.com>
Subject: RE: [External] Fw: Attached Documents Request for Proposal (RFP) # 6100049210, Polyethylene Trashcan Liners

Thanks Jon for the update.

Hope you are doing well also.

Ben Huffine | Commodity Specialist
General Services | Bureau of Procurement
555 Walnut Street, 6th Floor | Harrisburg, PA 17101
Phone: 717.346.3847 | Fax: 717.783.6241
www.dgs.pa.gov

From: Jon Jaret <jon.jaret@calicopackaging.com>
Sent: Thursday, May 14, 2020 11:28 AM
To: Huffine, Ben <jahuffine@pa.gov>
Cc: Bids Email <bids@calicopackaging.com>
Subject: Re: [External] Fw: Attached Documents Request for Proposal (RFP) # 6100049210, Polyethylene Trashcan Liners

Good morning Ben,

I hope you are doing well.

The office of the Pennsylvania Department of State replied back this morning with our approval status. Chris Hartnett will email an updated copy of page four of form GSPUR-89 in a few minutes with the assigned registration number.

Please do not hesitate to contact us if any additional information is needed. Please stay safe and enjoy the rest of your day.

Best regards,

Jon M. Jaret
Calico Packaging, LLC
10621 Iron Bridge Road, Ste F
Jessup, MD 20794

From: Huffine, Ben <jahuffine@pa.gov>
Sent: Friday, May 8, 2020 4:17 PM
To: Jon Jaret <jon.jaret@calicopackaging.com>
Cc: Bids Email <bids@calicopackaging.com>
Subject: RE: [External] Fw: Attached Documents Request for Proposal (RFP) # 6100049210, Polyethylene Trashcan Liners

Hi John,

All submissions submitted, so far, appear to be in order.

Have a nice weekend.

Regards,

Ben Huffine | Commodity Specialist
General Services | Bureau of Procurement
555 Walnut Street, 6th Floor | Harrisburg, PA 17101
Phone: 717.346.3847 | Fax: 717.783.6241
www.dgs.pa.gov

From: Jon Jaret <jon.jaret@calicopackaging.com>
Sent: Friday, May 8, 2020 4:10 PM
To: Huffine, Ben <jahuffine@pa.gov>
Cc: Bids Email <bids@calicopackaging.com>
Subject: [External] Fw: Attached Documents Request for Proposal (RFP) # 6100049210, Polyethylene Trashcan Liners

ATTENTION: *This email message is from an external sender. Do not open links or attachments from unknown sources. To report suspicious email, forward the message as an attachment to CWOPA_SPAM@pa.gov.*

Good afternoon Ben,

I hope this email finds you safe and well.

I wanted to respectfully follow up to insure our response yesterday meets your request.

We will be able to provide the final response to the date of issuance of certificate of authority (page 4, paragraph 2, a, (1), (b) upon receipt of a response from the Commonwealth of Pennsylvania. It is our understanding the Pennsylvania Department of State office is currently closed due to COVID-19. We filed the proper paperwork and paid necessary fees. A copy of our receipt is attached above.

Thank you again for the opportunity. Please do not hesitate to contact us if any additional information is needed.

Please be safe and enjoy your weekend.

Best regards,

Jon M. Jaret
Calico Packaging, LLC
10621 Iron Bridge Road, Ste F
Jessup, MD 20794

From: Bids Email <bids@calicopackaging.com>

Sent: Thursday, May 7, 2020 1:01 PM

To: Huffine, Ben <jahuffine@pa.gov>

Cc: Jon Jaret <jon.jaret@calicopackaging.com>

Subject: Attached Documents Request for Proposal (RFP) # 6100049210, Polyethylene Trashcan Liners

Mr. Huffine,

Thank you for reviewing our proposal for Polyethylene Trashcan Liners. Attached are the documents requested. Please let me know if you need additional details.

Stay Safe and healthy. We appreciate your consideration.

Chris Hartnett
Calico Packaging, LLC

From: Huffine, Ben <jahuffine@pa.gov>

Sent: Tuesday, May 5, 2020 1:26 PM

To: Bids Email <bids@calicopackaging.com>

Subject: Request for Proposal (RFP) # 6100049210, Polyethylene Trashcan Liners

Hi Jon,

Please see the attached and respond by 3-11-20.

Ben Huffine | Commodity Specialist
General Services | Bureau of Procurement
555 Walnut Street, 6th Floor | Harrisburg, PA 17101
Phone: 717.346.3847 | Fax: 717.783.6241
www.dgs.pa.gov

B. In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:

1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: _____

2. a. If the bidder is a corporation:

(1) The corporation ☐ is or ☒ is not incorporated under the laws of the Commonwealth of Pennsylvania.

(a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: _____

(b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: _____

5/13/2020 ENTITY NUMBER [REDACTED]

(2) The corporation ☐ is or ☒ is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: _____

b. If the bidder is a partnership:

(1) The partnership ☐ is or ☐ is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

(2) The partnership ☐ is or ☐ is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: _____

c. If the bidder is an individual:

He or she ☐ is or ☐ is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

[Corporations](#) ▾ [Search Business Entities \(corpsearch.aspx\)](#)[Search UCC Transactions \(uccsearch.aspx\)](#) [Forms](#) ▾[Contact Corporations \(http://www.dos.pa.gov/BusinessCharities/Pages/default.aspx\)](http://www.dos.pa.gov/BusinessCharities/Pages/default.aspx)[Register \(../Account/Register_account\)](#)[Login \(../Account/ValidateUser\)](#)[Search entity](#) / [Select entity](#) / [Order documents](#)

Select Business Entity

Search Results for term *calico packaging* type: *Starting with*Show entries

Filter Records



Business Entity Name	Name Type	Address	Entity Number	Entity Type	Status	Citizenship
Calico Packaging, LLC	Current Name	1150 First Ave Ste 511 King of Prussia Montgomery PA 19406	7057182	Limited Liability Company	Active	Foreign

Showing 1 to 1 of 1 entries

[Previous](#)[1](#)[Next](#)

Please click on an entity name or number for viewing details

[<< Back to Search](#)

Calico Packaging LLC
Response to Contract Negotiations

1. Section I-2, Qualifications: Please provide more detail on your experience which shows the capabilities and financial support to administer a contract equivalent to the size of the Commonwealth.

Response: Calico Packaging LLC's executive team has several years' experience in the manufacturing and marketing of polyethylene trash can liners.

*Mr. Jon M. Jaret, President, with over 40 years in the industry.
Key contracts and responsibilities:*

Commonwealth of Pennsylvania – state contract. Mr. Jon Jaret first became involved with servicing the can liner needs of Pennsylvania agencies in the mid 1980's calling on Mr. Marty Walters. Since then he has worked with contract administrators including Ms. Irene Delaney, Ms. Pam Gabriel, and Ms. Wanda Bowers.

Commonwealth of Virginia - state contract. Jon was the chief product specialist responsible for designing and offering a cost efficient product that met all specifications. Calico Packaging is the current contract holder for Virginia. Jon has worked with Virginia at the state level for over 30 years.

Miami-Dade County Public Schools – Jon was responsible for designing a program to meet Miami-Dade's needs for can liners at a competitive cost.

Central Susquehanna Intermediate Unit / Keystone Purchasing Network – Jon was responsible for designing products to meet the needs of the members of their purchasing network.

In addition to sales consultation, Jon has over 35 years in polyethylene raw material and extruded film procurement and logistics.

*Mr. Chris Hartnett, Chief Operating Officer, with over 20 years' experience in the industry.
Key accounts and responsibilities:*

Dallas Independent School District – Chris proposed a program to meet the District's needs in both can liners and (especially during the current pandemic) a program to package the district's remote meal program. Chris has continued to work with the district to meet their evolving requirements.

Shelby County (TN) Schools – Chris proposed a program that became a contract to supply all of the County's school's polyethylene liner needs. He continues to be their main point of contact.

August 4, 2020

Florida Department of Corrections – Chris worked endlessly with State Corrections in Florida on a program that serves a dual purpose. He was instrumental in setting up a procurement tool to meet agency needs with a tight budget in mind as well as additional units with heavy service requirements.

Chris is responsible for servicing the needs of several clients throughout the eastern seaboard as well as nationwide.

In addition to sales and administrative talents, Chris is very fluent in the public procurement process.

Support Personnel: Sufficiently staffed to meet all administrative requirements. Each assigned staff team member has a minimum of 10 years' experience in their field of expertise.

Please note the below references for your convenience:

*Commonwealth of Virginia
2400 Riley Ridge Road
Sandston, VA 23150*

[REDACTED]
[REDACTED]
[REDACTED]

*Miami Dade County Public Schools
7001 S.W. 4th Street
Miami, FL 33132*

[REDACTED]
[REDACTED]
[REDACTED]

*Dallas Independent School District
1515 Al Lipscomb Way
Dallas, TX 75215*

[REDACTED]
[REDACTED]
[REDACTED]

*Shelby County Schools
160 SO Hollywood Street
Memphis, TN 38112*

[REDACTED]
[REDACTED]
[REDACTED]

*Chester County Intermediate Unit
455 Boot Road
Downingtown, PA 19335*

Calico Packaging LLC has in place sufficient financial resources to support our manufacturing partnerships and required service levels. We respectfully invite you to contact our references above for verification of service levels provided.

2. Section I-3.B.4) Specification: A more detailed explanation of the inspection process identified in your technical proposal is required. Specifically, regarding the inspection of every 8th case manufactured and how this process equates to orders placed by the Commonwealth?

Response: Calico Packaging LLC, through its manufacturing partners identified on each line on Appendix A, establishes the proper manufacturing criteria for each item in advance. This includes the resin and additives necessary to meet the requirements of PCID 1102, blow-up ratio, finished size, gauge, case pack, and net weight. This information is printed on the manufacturing 'card' which follows each production run. The resins are pre-tested to confirm the formula meets or exceeds the strength requirements of the finished goods. The manufacture line operator documents the actual case weight of each carton of finished product. The on-duty quality control manager will rotate through each line in the plant and inspect several cartons from each run. His/her responsibility is to review case weights and confirm the size, gauge, weights, pack, and labeling meet the stated requirements found on the production card. If a deviation is found, he/she will inspect each case going back to the last confirmed compliance check. Any deviation will then be corrected before production resumes. The QC manager, while making his rounds, returns to each line at approximately every 20 to 25 minute intervals. The production or 'lot' number printed on each label is linked to the specific production card or file for the item noted.

3. Section I-4 Value Added Services: What is the average timeline for creating and issuing unique reports? Also, if Calico were to implement an upgraded reporting system would it be the intention of Calico to use live data in the reporting features?

Response: Fortunately our software operation system currently has a module for designing and formatting custom reports. Most requested data reports can be available within a few days. Live, real time data will be included in our reporting portal. A dedicated web based ordering portal can be ready within 30 days.

4. Section I-5.C. Ordering Process: 24-hour notification of out-of-stock product is a requirement of the RFP, please indicate whether Calico agrees to this requirement.

Response: Calico Packaging LLC order processors will enter purchase requests into our system upon receipt (orders received electronically during non-working hours are entered the next business day). Immediately upon entry, an order acknowledgement is generated and emailed to the purchaser. This acknowledgement will indicate product availability and estimated delivery date of both in-stock items and any item currently out-of-stock at the time of order placement.

5. Section I-5.D. Discontinued Product: In the technical proposal submitted by Calico Packaging, Inc. it is suggested that no discontinued products are envisioned. While the Commonwealth understands that this may or may not happen, we are still seeking Calicos' concurrence they agree to the language in this section.

Response: Calico Packaging LLC is with full understanding and agreement with the above paragraph. We are offering custom manufactured and inventoried items. Although not expected, in the unlikely event any of the items become discontinued, we will certainly comply with this requirement.

6. Section I-7. Monthly Reports: Provide parameters on the turnaround time for providing a unique report that has not been requested before. Please include a sample of a typical usage report that Calico can provide.

Response: Through Calico Packaging LLC's operating system, we have the capability of customizing a variety of reports to provide detailed data in real time. Once set up, reports can be generated immediately upon request. If awarded, our IT team will meet with contract administration to set up all necessary reports. We will be available to meet virtually at your earliest convenience. Reports can be ready to be pulled within a week.

Attached to this letter please find a sample sales and usage report generated for a contract in Florida. This report was customized, generated, and provided within the same business day.

7. Section I-8. Emergency Preparedness: Clarification of the emergency preparedness plan is required for the following:
 - a. Calico has stated that inventory is kept in three locations. More detail is required on the specific inventory types and levels housed in each of these locations. Also, what is the plan for moving inventory or supplying inventory in the event of a disaster at any or all of these locations?

Response: Calico Packaging LLC has arrangements currently in place at several manufacturing and warehousing locations. If awarded a contract to supply the Commonwealth of Pennsylvania, the primary locations product will be manufactured are Delano, Pennsylvania and Carlstadt, New Jersey. We have agreements to warehouse and ship product direct from these facilities in addition to our corporate offices and distribution center in Jessup, Maryland. Each of the manufacturing facilities has the capability to produce and ship all products on the contract. In addition to these facilities and as a backup, we have agreements in place with sister facilities to these plants in eastern Kentucky, North Carolina, Florida, and a second plant in New Jersey. It is part of our business plan to maintain inventory at facilities closest to the end users, minimizing travel time and distance. Stock levels will be established based upon agency ordering practices and needs. Emergency stock will also be kept on hand at each location in the event an unexpected issue arises at any of the other locations to insure compliance to needs and required service levels.

- b. Explain Calico's preparedness plan for managing and maintaining the Commonwealth's order data and fulfilling product requirements should a disaster occur at any or all the Calico locations.

Response: Calico Packaging LLC's operating system is cloud based. All of our data is stored on secure servers. Calico Packaging's executive team has access to this data remotely as well as in the office. This allows our team to continue to process purchase orders, shipment documents, and invoicing should our facility be forced to close down. Having product available to be shipped from several locations allows us the ability to perform under many undesirable circumstances. During the COVID-19 pandemic, several of our team members have had to conduct business this way. With our current structure and logistics in place, we have had the opportunity to test this environment and found it to be successful.

Respectfully submitted,

Jon M. Jaret

Calico Packaging LLC