

State of Vermont
Office of Purchasing and Contracting
RFP: Polyethylene Waste Liners
Questions & Answers

1. Q. Can you supply us with the award pricing and winning from the last bid for the liners listed in the current bid, and the date of the last award?

A. See attached contract

2. Q. Based on past ordering history, can you tell us about how many delivery locations there are for the can liners?

A. This contract will be used by all State Agencies and Departments. There is not a current list of agencies, departments, colleges, towns and schools using this contract. The products identified under this RFP are required on an as needed basis for facilities throughout the State of Vermont. There are no specific time frames when these products will be ordered.

3. Q. About how many cases of each size are ordered at a time?

A. Order quantity, sizes and timing will depend on the individual departments needs. This contract will be available for statewide use. Ordered quantities will be determined by the ordering facilities at time of order. There currently are no minimum order quantities.

4. Q. Approximately how often are orders placed by the various departments?

A. See answer to #3. Orders may be placed weekly, monthly, quarterly depending on funding availability.

5. Q. Can you supply us with the awarded vendor's name and price per unit for the previous Polyethylene Waste Liners bid?

A. See attached contract

6. Q. Quantities of each item that will be ordered?

A. See estimated quantities as identified under question 20.

7. Q. The number of shipments?

A. See answer to #2

8. Q. Who was the previous vendor?
A. Interboro Packaging Company
9. Q. Please provide the previous bid tabulation and/or last award price.
A. See attached contract
10. Q. Approximately how many orders throughout the annual period?
A. See answer to #20
11. Q. Approximately number of bags throughout the annual period?
A. See answer to #20
12. Q. Can you tell me how many orders/deliveries or this proposal?
A. See answer to #20
13. Q. What was the average dollar amount of each P.O. issued?
A. This is determined by the facility that is ordering.
14. Q. Please send current case weights & recycled content of existing bags.
A. This information is identified under current attached contract.
15. Q. Please indicate if the recycled content is pre or post consumer recycled content.
A. Post consumer
16. Q. Are there specific requirements for pre or post consumer recycled content?
A. No
17. Q. Has the thought of implementing a blue tinted see through bag to more easily identify recyclables?
A. Not at this time,
18. Q. Will equivalent gauge Linear Low Density Polyethylene bags (LDPE) be considered?
A. No

20. Q. Annual usage per bag size?

A.

DESCRIPTION	ESTIMATED # CASES/YR
Item 1: HEAVY DUTY LINER: SIZE 36"X60" 8 MICRONS COLOR: CLEAR 50 CASE RECYCLED	10
Item 2: POLYETHYLENE WASTE LINERS SIZE: 24"X24" 6 MICRONS CAPACITY: 10 GAL 1000 CASE COLOR: NATURAL BRAND: TYCO #RH24R OR ACCEPTABLE EQUAL RECYCLED	200
Item 3: POLYETHYLENE WASTE LINERS SIZE: 30"X37" 10 MICRONS CAPACITY: 20-30 GAL 500 CASE COLOR: NATURAL BRAND: TYCO #RH37M OR ACCEPTABLE EQUAL RECYCLED	100
ITEM 4: POLYETHYLENE WASTE LINERS SIZE 30"X37" 13 MICRONS HEAVY DUTY CAPACITY: 20-30 GAL 500/CASE COLOR: NATURAL BRAND: TYCO #RH37H OR ACCEPTABLE EQUAL RECYCLED	140
Item 5: POLYETHYLENE WASTE LINERS SIZE: 33"X40" 11 MICRONS CAPACITY: 33 GAL 500/CASE COLOR: NATURAL BRAND: TYCO #RH40M OR ACCEPTABLE EQUAL RECYCLED	28

<p>Item 6: POLYETHYLENE WASTE LINERS SIZE: 40"X48" 16 MICRONS EXTRA HEAVY CAPACITY: 40-50 GAL 250 CASE COLOR: NATURAL BRAND: TYCO #RH48X OR ACCEPTABLE EQUAL RECYCLED</p>	200
<p>Item 7: POLYETHYLENE WASTE LINERS SIZE: 38"X60" 17 MICRONS EXTRA HEAVY CAPACITY: 55 GAL 200 CASE COLOR: NATURAL BRAND: TYCO #RH60X OR ACCEPTABLE EQUAL RECYCLED</p>	283
<p>Item 8: POLYETHYLENE WASTE LINERS SIZE: 38"X60" 22 MICRONS 150 CASE COLOR: NATURAL BRAND: TYCO #RH60XX OR ACCEPTABLE EQUAL RECYCLED</p>	300
<p>Item 9: POLYETHYLENE WASTE LINERS IN A ROLL SIZE: 43"X48" 22 MICRONS 150 CASE COLOR: NATURAL BRAND: TYCO #RH45XX OR ACCEPTABLE EQUAL RECYCLED</p>	100
<p>Item 10: POLETHYLENE WASTE LINERS, SIZE 33"X40" 13 MICRONS 500 CASE COLOR: NATURAL BRAND: TYCO RH40H OR ACCEPTABLE EQUAL RECYCLED</p>	100

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10 Baldwin St
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USA

CONTRACT



Vendor ID 0000014004
Interboro Packaging Corp
114 Bracken Rd
Montgomery NY 125492600
USA

Contract ID 0000000000000000000019447	Page 1 of 4
Contract Dates 05/01/2011 to 04/30/2012	Origin CPS
Description: CPS-POLYETHYLENE WASTE LINERS	Contract Maximum \$999,999.00
Buyer Name Wortman,Linda	Buyer Phone 828-5684
Contract Status Approved	

Phone #: 845-457-2700

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	4013	LINERS, WASTE POLYETHYLENE, SIZE: 36X60 HEAVY DUTY LINER 8 MICRONS 200/CASE RECYCLED CONTENT: 40% POST CONSUMER CONTENT 10% MANUFACTURER #: INT-3660-H	CS	17.36000	0.00	0.00
2	4016	POLYETHYLENE WASTE LINERS SIZE: 24 X 24 WASTE LINERS 6 MICRONS 10 GALLON 1000/CASE RECYCLED CONTENT: 40% POST CONSUMER CONTENT: 10% MANUFACTURER # INT-2424-R	CS	11.98000	0.00	0.00
3	4017	POLYETHYLENE WASTE LINERS SIZE: 30 X 37 WASTE LINERS 10 MICRONS CAPACITY: 20-30 GALLONS 500/CASE RECYCLED CONTENT 40% POST CONSUMER CONTENT 10% MANUFACTURER #: INT-3037-REG	CS	16.34000	0.00	0.00
4	4018	POLYETHYLENE WASTE LINERS SIZE: 30 X 37 HEAVY DUTY 13 MICRONS CAPACITY 20-30 GALLONS 500/CASE RECYCLED CONTENT: 40% POST CONSUMER CONTENT: 10% MANUFACTURER #: INT-3037-H	CS	18.48000	0.00	0.00
5	4019	POLYETHYLENE WASTE LINERS SIZE: 33 X 40 11 MICRONS CAPACITY: 33 GAL 500/CASE RECYCLED CONTENT: 40% POST CONSUMER CONTENT: 10% MANUFACTURER # INT-3340-MED	CS	22.32000	0.00	0.00
6	4022	POLYETHYLENE WASTE LINERS SIZE: 40 X 48 EXTRA HEAVY 16 MICRONS CAPACITY: 40-50 GALLON 250/CASE RECYCLED CONTENT: 40% POST CONSUMER CONTENT: 10% MANUFACTURER #: INT 4048-XH	CS	21.34000	0.00	0.00

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7	4024	POLYETHYLENE WASTE LINERS SIZE 38 X 60 EXTRA HEAVY 17 MICRONS CAPACITY 55 GALLON 200/CASE RECYCLED CONTENT: 40% POST CONSUMER CONTENT: 10% MANUFACTURER #: INT-3860-HVY	CS	20.48000	0.00	0.00
8	4025	POLYETHYLENE WASTE LINERS SIZE 38 X 60 22 MICRONS 200/CASE RECYCLED CONTENT: 40% POST CONSUMER CONTENT: 10% MANUFACTURER #: INT-3860-XXH	CS	29.12000	0.00	0.00
9	4030	POLYETHYLENE WASTE LINERS SIZE 43 X 48 22 MICRONS 200/CASE RECYCLED CONTENT: 40% POST CONSUMER CONTENT: 10% MANUFACTURER #: INT-4348-XXH	CS	26.64000	0.00	0.00
10	8763	LINERS, WASTE POLYETHYLENE, SIZE 33 X 40 13 MICRONS 500/CASE RECYCLED CONTENT: 40% POST CONSUMER CONTENT: 10% MANUFACTURER #: INT-3340-MED	CS	23.32000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR POLYETHYLENE WASTE LINERS ISSUED MARCH 28, 2011 AND VENDOR'S RESPONSE DATED APRIL 7, 2011

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 10, 2011 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE (12) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

TIME FRAME DELIVERY MUST BE MADE WITHIN 5 BUSINESS DAYS OF ORDER PLACEMENT.

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Buyer Name Wortman,Linda	Buyer Phone 828-5684
	Contract Status Approved

Phone #: 845-457-2700

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DELIVERY PERFORMANCE MEASURES: PENALTIES MAY BE IMPOSED ON CONTRACTORS THAT HAVE CONTINUAL LATE DELIVERIES. THESE PENALTIES MAY INCLUDE BUT ARE NOT LIMITED TO CANCELLATION OF ORDERS, REQUEST FOR DISCOUNTED PRICING, NON-USE OF AN OFFENDING CONTRACTOR OR CANCELLATION OF THE CONTRACTOR'S CONTRACT. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTOR'S PROMISED DELIVERY DATE TO THE OFFICE OF PURCHASING AND CONTRACTING. CONTRACTOR'S DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT AND THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY. INTERBORO HAS AGREED VIA E-MAIL TO REMOVE THE \$200.00 MINIMUM CHARGE FOR ALL ORDERS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.10 OF THE RFP. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERFORMANCE MEASURES: THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINE IN THIS RFP AND IN THE CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

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VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN
PURCHASING AGENT
802-828-4658
FAX # 802-828-2222
linda.wortman@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____