

Overview for Contract

Prior to utilizing a contract, the user should read the contract in it's entirety.

DESCRIPTION

- ✓ Disposable bowls, lids, plates
- ✓ Disposable trays

CONTRACT INFO

Contract Number & Title	Flatware/Serviceware 4600009509 Xpedx 4600009510 W.S. Lee
Number of Suppliers	2
Validity Period	03/01/06 – 02/28/07
DGS Point of Contact	Pam Gabriel
Contact Phone# Email	(717) 346-3822 pgabriel@state.pa.us

PRICING HIGHLIGHTS

- ✓ Contract contains 2 lots totaling approximately \$128,000 (15 items total)
 - ✓ 1st lot awarded to Xpedx (4600009509) total of 13 items.
 - ✓ 2nd lot awarded to W.S. Lee and Sons (4600009510) total of 2 items.

PROCESS TO PURCHASE

- ✓ Statewide contract
- ✓ \$50.00 minimum order



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

ORIGINAL Page 1 / 3
Contract Number: 4600009509
Creation Date: 12/02/2005

Purchasing Agent:
 Name: Pamela Gabriel
 Phone: 717-346-3822
 Fax: 717 346-3820
 E-mail: pgabriel@state.pa.us
 Valid from/to: 03/01/2006 - 02/28/2007

Your vendor number with us: 102381
 Vendor Name/Address:
 INTERNATIONAL PAPER CO
 DBA XPEDX
 211 HOUSE AVE
 CAMP HILL PA 17011-2306
 Vendor Fax Number: 717-612-3105

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

Your Quotation: _____ Date: _____
 Collective No.: 00017631
 Our Quotation: 6000091905

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00010	BOWL,DISPOSABLE 10-12OZ 141446	0	Case	14.80	Case	0.00
	Item text 1000/cs					
00020	LID,10OZ BOWL,1M/CASE 109990	0	Case	75.50	Case	0.00
	Item text 1000					
00030	BOWL,DISPOSABLE 4-5OZ 141447	0	Case	14.80	Case	0.00
	Item text 1000/cs					
00040	LID,4OZ BOWL 141457	0	Case	82.20	Case	0.00
	Item text 1000/cs					
00050	BOWL,DISPOSABLE,6OZ 141458	0	Case	20.50	Case	0.00

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



ORIGINAL

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Contract Number: 460009509

Creation Date: 12/02/2005

Vendor Name:

INTERNATIONAL PAPER CO

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
	Material/Service No.					
Item text	1000/cs					
00060	LID,6OZ BOWL 141459	0	Case	13.57	Case	0.00
Item text	1000/cs					
00070	BOWL,DISPOSABLE,8OZ 141460	0	Case	22.89	Case	0.00
Item text	1000/cs					
00080	LID,8OZ BOWL 141462	0	Case	13.57	Case	0.00
Item text	1000/cs					
00090	BOWL,PAPER 10-12OZ,PLASTICIZED 141455	0	Case	43.92	Case	0.00
Item text	1000/cs					
00100	CUP,JUICE,4OZ,DISPOSABLE 283313	0	Case	27.26	Case	0.00
Item text	2500/cs					
00110	LID,4OZ CUP, DISPOSABLE 283314	0	Case	29.70	Case	0.00
Item text	2500/cs					
00120	TRAY,5 COMPARTMENT,DISPOSABLE 283311	0	Case	19.80	Case	0.00
Item text	500/cs					
00130	TRAY,6 COMPARTMENT,DISPOSABLE 283312	0	Case	30.49	Case	0.00
Item text	500/cs					

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



ORIGINAL

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Contract Number: 4600009509

Creation Date: 12/02/2005

Vendor Name:

INTERNATIONAL PAPER CO

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
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-----SUPPLEMENTAL INFORMATION-----

Header text

Pam Gabriel
(717) 346-3822
pgabriel@state.pa.us

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00
ESTIMATED VALUE



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

ORIGINAL Page 1 / 1
Contract Number: 4600009510
Creation Date: 12/02/2005

Purchasing Agent:
 Name: Pamela Gabriel
 Phone: 717-346-3822
 Fax: 717 346-3820
 E-mail: pgabriel@state.pa.us
 Valid from/to: 03/01/2006 - 02/28/2007

Your vendor number with us: 116846
 Vendor Name/Address:
 W S LEE & SONS INC
 PO Box 1631
 ALTOONA PA 16603-1631
 Vendor Fax Number: 814-569-1843

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

Your Quotation: _____ Date: _____
 Collective No.: 00017631
 Our Quotation: 6000091907

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00010	PLATE, DISPOSABLE 109971	0	Case	13.06	Case	0.00
Item text 1000/cs						

00020	PLATE, DISPOSABLE, COMPARTMENTED 141449	0	Case	13.06	Case	0.00
Item text 500/cs						

-----SUPPLEMENTAL INFORMATION-----

Header text
 Pam Gabriel
 (717) 346-3822
 pgabriel@state.pa.us
 NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

 999,999.00
 ESTIMATED VALUE

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACT SCOPE/OVERVIEW: This Contract, known as 7350-07, (identified here and in the other documents as the "Contract") will cover the requirements of Commonwealth agencies for Serviceware/Flaware. The provided are estimated annual usages.

ORDER OF PRECEDENCE: These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Supplies. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions For Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

TERM OF CONTRACT: The Contract shall commence on the Effective Date, which shall be no earlier than March 1, 2006 and expire on February 28, 2007.

ITEM PRICING: Contractor shall furnish the items contained in this contract as fixed pricing for the length of this contract.

OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE: The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the supply exists or the price offered is significantly lower than the Contract price.

Best and Final Offer: The Commonwealth will evaluate all bids to determine if execution of the contract at the amount bid is prudent. The Commonwealth may at the time request a voluntary price reduction from the lowest responsive and responsible bidder. The Commonwealth will determine if the low bid with or without the price reductions is an acceptable amount of if the Invitation to Bid must be canceled and all bid rejected.

FIELD PURCHASE ORDERS: Field purchase orders may be issued through electronic data interchange ("EDI") or through facsimile equipment. EDI will

involve the electronic transmission of field purchase order information from the using agency via a Value Added Network ("VAN") and the acknowledgement of receipt of the transmission by the contractor. Receipt of the electronic or facsimile transmission of the field 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.

In the event of the issuance of a field purchase order through EDI, the Commonwealth and the contractor specifically agree as follows:

- a. No hand-written signature shall be required in order for the field purchase order to be legally enforceable.
- b. Upon receipt of an order through EDI, the contractor shall promptly and properly transmit an acknowledgement in return. Any order, which is issued through EDI, shall not give rise to any obligation to deliver on the part of the contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth agency, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine field purchase order or acknowledgement issued through EDI 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 field purchase order or acknowledgement issued through EDI, 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 genuine field purchase orders or best evidence rule on the basis that the order or acknowledgement were not in writing or acknowledgements under either the business records exception to the hearsay rule or the signed by the parties. A field purchase order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include retransmission of any such document if necessary.

Field Purchase orders under three thousand dollars (\$3,000) in total amount may also be made in person, telephone, or supplier secure e-commerce site using a Commonwealth Procurement VISA 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 Procurement VISA card.

SUPPLY IDENTIFICATION NUMBER: Each item shown on the Purchase Order must be identified by its complete supply number.

ORDERS UNDER \$1,500.00: For orders involving less than \$1,500.00, the Commonwealth will accept only a complete shipment of all items and a single invoice for the items.

MINIMUM ORDER: The minimum order qualifying for F.O.B. delivered prices shall be \$50.00

DELIVERIES: All articles ordered from this contract shall be delivered within a window of 5 days early and 0 days late from the specified delivery date.

PACKING AND MARKINGS: Each unit container shall be marked clearly with the name of the contents, the quantity contained therein, the commodity code number, and the manufacturer's name and/or trademark and address. Should a packaging change occur to an awarded item during the life of the contract, the buyer must be notified.

SAMPLES MAY BE REQUIRED: Vendor may be required to submit samples. If samples are required, bidders will be notified to label them with their name, the requisition/contract number, item number, and opening date and send them prepaid to address as designated at time of notification. The outside of the sample package must show the vendor's name and the contract number. Failure to furnish the required samples to this location within the time period specified in the notification to submit samples may be cause for termination of the contract. After evaluation, samples submitted may be returned; transportation charges collect, upon written request. Otherwise the samples will be disposed of at the discretion of the Commonwealth 60 days after bid opening.

PRODUCT CONFORMANCE: The Department of General Services reserves the right to require any and all vendors to:

1. Provide certified data from laboratory testing performed by the bidder, or performed by an independent laboratory, as specified by the Commonwealth.
2. Supply published manufacturer product documentation.
3. Permit a Commonwealth representative to witness testing at the bidder's location or at an independent laboratory.
4. Complete a survey/questionnaire relating to the bid requirements and

specifications.

5. Provide customer references.

6. Provide a product demonstration at a location near Harrisburg or the using agency location

COSTARS Purchasers. Section 1902 of Act 57 of May 15, 1998, as amended by Act 142 of December 3, 2002, 62 Pa.C.S, Section 1902, authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") within the Commonwealth of Pennsylvania to participate in Commonwealth contracts for supplies, services, or construction that the Department of General Services ("DGS") chooses to make available to COSTARS Purchasers. DGS has identified this Contract as a contract that will be made available for COSTARS Purchasers.

a. A "local public procurement unit" is defined as:

- Any political subdivision;
- Any public authority;
- Any tax exempt, nonprofit educational or public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency.

b. Only those COSTARS Purchasers registered with DGS may purchase from a DGS contract. Any qualified entity not presently registered and wishing to participate in the COSTARS Program may register at any time by either completing a one-time, online registration on the DGS COSTARS Website at www.dgs.state.pa.us/costars or completing and returning a one-time Registration Form to the address below. Currently, there are several thousand registered COSTARS Purchasers. To view a list of the registered entities, please visit the website.

c. COSTARS Purchasers have the option to purchase from a DGS Statewide Contract with awarded contractor(s) for Commonwealth agencies' use, from any DGS cooperative procurement contract

established exclusively for COSTARS Purchasers in accordance with the requirements of Act 77 of 2004, amending Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.

d. Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

Third Party Beneficiaries. DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who elect to participate in this contract and issue orders to the contractor(s) are third party beneficiaries who have the right to sue and be sued for breach of the contract without joining the Commonwealth or DGS as a party.

Quarterly Sales Report. The Contractor shall furnish to the DGS COSTARS Program Office an electronic contract use report, preferably in Excel spreadsheet form, no later than the fifteenth calendar day after each quarter in the contract period, detailing the Contract purchasing activity.

a. The Contractor shall e-mail the reports to GS-PACostars@state.pa.us or send the reports on compact disc via US Postal Service to the address below.

b. On each report, the Contractor shall include the Contractor's name and address, the Contract number, and the period covered by the report. The Contractor should list as much as the following information as possible on the report for each order received:

- Registered COSTARS Purchaser
- Material Code (UNSPSC)
- Item Description
- Quantity
- Unit Price
- Total Price
- Delivery Date

c. Failure to provide the Quarterly Sales Report in the specified time may result in suspension of activities with the COSTARS Program.

Inquiries. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars. Direct all questions concerning the COSTARS Program to:

Commonwealth of Pennsylvania
Department of General Services
COSTARS Program
Room 414 North Office Building
Commonwealth Avenue & North Street
Harrisburg, PA 17125

Or

P. O. Box 1365
Harrisburg, PA 17105-8365

Telephone: 1-866-768-7827

E-mail GS-PACostars@state.pa.us

If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Purchasers who elect to participate in the contract?

Please Answer: YES _____ NO _____

INQUIRIES: Direct all questions concerning this proposal to the appropriate buyer named herein:

Pam Gabriel
BUREAU OF PROCURMENT
555 Walnut Street
Forum Place 6th Floor
HARRISBURG PA 17101-1914
TELEPHONE #: 717-346-3822
pgabriel@state.pa.us

Contract Reference Number:
Collective Number: CN00017631
SAP Contract Number:4600009509
Change Number: 1 (7350-07)
Change Effective Date: 05/26/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Serviceware/Flatware
Contract Period: Beginning 03/01/2006 and Ending 02/28/2007
Buyer Name: Pam Gabriel YE3
(717) 346-3822
pgabriel@state.pa.us

CHANGE SUMMARY: The following material numbers have changed:

Old Material Number	Description	New Material Number	Description
109990	LID,10OZ BOWL,1M/CASE	300902	LID,10OZ ,STYROFOAM BOWL
141460	BOWL,DISPOSABLE,8OZ	300903	BOWL,STYROFOAM,8OZ
141446	BOWL,DISPOSABLE 10-12OZ	300904	BOWL,STYROOFOAM,10-12OZ
141462	LID,8OZ BOWL	300905	LID,8OZ STYROFOAM BOWL

All Pricing will remain the same.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.