

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
 ALCOHOL09

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

VENDOR
 *709063243 502 633 0650
 AAPER ALCOHOL & CHEMICAL CO
 PO BOX 339
 SHELBYVILLE KY 40066

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

AGENCY COPY

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/16/2009		NET 30		611328204			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
BLANKET OPEN-END STATEWIDE CONTRACT THIS BLANKET OPEN-END STATEWIDE CONTRACT IS TO SUPPLY ETHYL ALCOHOL TO WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. MINIMUM ORDER FOR PREPAID SHIPPING TO ONE, IN-STATE DESTINATION SHALL BE \$200.00. FOR ORDERS LESS THAN \$200.00 THE VENDOR MAY ADD ACTUAL TRANSPORTATION COSTS (PREPAID) TO THE INVOICE AS A SEPARATE LINE ITEM. NOTE: STRINGING ORDERS TO CIRCUMVENT PURCHASING REGULATIONS IS EXPRESSLY PROHIBITED. ORDERS SHALL BE DELIVERED WITHIN 30 DAYS AFTER RECEIPT OF ORDER. AAPER ALCOHOL SHALL REQUIRE THE SUBMISSION OF AN EXECUTED ABC FORM PRIOR TO RELEASE OF ALCOHOL. FORM 5150.9 IS REQUIRED TO PURCHASE TAX FREE ALCOHOL. THIS FORM IS REQUIRED TO AVOID THE BILLING OF THE FEDERAL EXCISE TAX. IT IS THE							
						PURCHASING DIVISION CERTIFIED ENCUMBERED JAN 21 2009 <i>Beverly Toler</i>	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *1/16/09*

OPEN END

TOTAL

APPROVED FOR ONE FISCAL YEAR
Sam & Wayfield

BY *JO ANN ADKINS*

304-558-8802

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	01/01/2009	DR	190-25-01-001		401.00000		
RESPONSIBILITY OF THE AGENCY TO VERIFY THAT AAPER HAS THIS FORM ON FILE WHICH WILL EXEMPT THEIR PURCHASES FROM THIS FEDERAL EXCISE TAX ON ALCOHOL PURCHASES. ALCOHOL: ETHYL, 190 PROOF, 55 GALLON DRUM PRICES ARE FIRM FOR ONE YEAR FROM THE DATE OF THE CONTRACT. AT RENEWAL, THE VENDOR SHALL BE PERMITTED TO REQUEST PASS-THROUGH COST CHANGES. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON FEBRUARY 1, 2009 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.							

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	DELIVERY DATE	CAT NO	ITEM NUMBER				
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS- PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p>							

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p>							

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PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.							
0002	01/01/2009	DR	190-25-04-001		51.25000		
	ALCOHOL: ETHYL, 200 PROOF, 5 GALLON DRUM						
0003	01/01/2009	CS	190-25-04-002		39.75000		
	ALCOHOL: ETHYL, 200 PROOF, 24 - 16 OZ. BOTTLES						
0004	01/01/2009	DR	190-25-01-001		44.00000		
	ALCOHOL: ETHYL, 190 PROOF, 1 GAL. DR. (4 X 1 GAL/CS)						
0005	01/01/2009	DR	190-25-01-001		45.00000		
	ALCOHOL: ETHYL, 200 PROOF, 1 GAL. DR. (4 X 1 GAL/CS)						

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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0006	01/01/2009	DR	190-25-01-002		50.25000		
	ALCOHOL: EHTYL, 200 PROOF, 5 GALLON DRUM						

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ALCOHOL09

PHARMCO - AAPER

Item	Description	Package Size	Proof	Unit Cost
1	Alcohol, Ethyl	55 gallon drum	190	\$401.00
2	Alcohol, Ethyl	5 gallon drum	190	\$ 50.25
3	Alcohol, Ethyl	5 gallon drum	200	\$ 51.25
4	Alcohol, Ethyl	24 - 16oz bottles	200	\$ 39.75
5	Alcohol, Ethyl	4 x 1 gallon bottle	190	\$ 44.00
6	Alcohol, Ethyl	4 x 1 gallon bottle	200	\$ 45.00

ALCOHOL09

Specifications

All prices shall remain firm for a minimum of one year.

Delivery:

It is preferred that deliveries be made within 30 days after receipt of order (ARO).

Deliveries shall be made during normal working hours. State Agencies must be advised in writing if orders will be delayed for any reason.

All prices shall be quoted as F.O.B. shipping destination. The minimum order for prepaid shipping to one, in-state destination shall be \$200.00 for orders less than \$200.00 the vendor may add actual transportation costs (prepaid) to the invoice as a separate item.

Ordering Requirements:

The agency shall submit an executed ABC Form prior to order release of alcohol.

Form 5150.9 is required to purchase Tax Free Alcohol. This form is required to avoid the billing of the Federal Excise Tax. It is the responsibility of the agency to verify that the successful vendor has this form on file which will exempt their purchases from this Federal Excise Tax on alcohol purchases.



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RECEIPT TICKET FOR PURCHASE ORDER: ALCOHOL09							
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		190-25-01-001	ALCOHOL: ETHYL, 190 PROOF, 55 GALLO			_____	_____
0002		190-25-04-001	ALCOHOL: ETHYL, 200 PROOF, 5 GALLON			_____	_____
0003		190-25-04-002	ALCOHOL: ETHYL, 200 PROOF, 24 - 16			_____	_____
0004		190-25-01-001	ALCOHOL: ETHYL, 190 PROOF, 1 GAL. D			_____	_____
0005		190-25-01-001	ALCOHOL: ETHYL, 200 PROOF, 1 GAL. D			_____	_____
0006		190-25-01-002	ALCOHOL: EHTYL, 200 PROOF, 5 GALLON			_____	_____
SIGNATURE _____					DATE _____		
TOTAL							_____

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