



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

# Purchase Order

**PURCHASE ORDER NO.**  
 CANLINE06

**PAGE**  
 1

**BLANKET RELEASE**

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**  
 1

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

INVOICE TO

DEPARTMENT OF ADMINISTRATION  
 ACCOUNTING SECTION  
 2019 WASHINGTON STREET, EAST  
 POST OFFICE BOX 50121  
 CHARLESTON, WV 25305-0121

VENDOR

\*709003155 732-752-3200  
 ALL AMERICAN POLY CORPORATION  
 40 TURNER PLACE  
 PISCATAWAY NJ 08854

SHIP TO

## AGENCY COPY

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS (LOCATION AS INDICATED BY CONTRACT ORDER)

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
07/03/2006	NET 30	132837320	
SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #01		
	EFFECTIVE 7/1/06:				
	1. CORRECT ITEM NUMBERS ONE (1) AND EIGHT (8). THE CORRECT THICKNESS FOR THESE BAGS IS .5 MIL.				
	2. ADD ITEM NUMBERS 15 AND 16. THESE ARE 1.5 MIL THICKNESS. ITEM NUMBER 15 IS BLACK, ITEM NUMBER 16 IS CLEAR. BOTH CANLINERS ARE 15" X 9" X 23".				
	SEE THE ATTACHED REVISED PRICING PAGE THAT INCLUDES THE CORRECTION AND THE ADDITIONAL ITEMS.				
	*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>		.00
			PO NET CHANGE (+)==>		.00

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED

JUL 11 2006

*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *B5775-0L*

**TOTAL** .00

*Dwayne Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE  
 304-558-0468  
 7/5/06

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance 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 is automatically null and void, and is 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

**CANLINE06  
Pricing Page**

All American Poly						
Item	Size	Description	Thickness	Stock #	Count Per Case	Cost Per Case
<b>Black Can Liners</b>						
1	15" x 9" x 23"	10 Gallons	.5 Mil	15923A	1000	\$14.91
2	18" x 13" x 40"	30-32 Gallons	1.5 Mil	181340B	100	\$8.35
3	22" x 16" x 58"	52 Gallons	2.0 Mil	22158C	100	\$19.81
4	23" x 17" x 48	39-40 Gallons	1.5 Mil	231748D	100	\$12.94
5	23" x 17" x 48	39-40 Gallons	2.0 Mil	231748E	100	\$17.26
6	23" x 17" x 48	39-40 Gallons	2.5 Mil	213748F	100	\$21.58
<b>Orange Can Liner</b>						
7	33" x 10" x 39"	Dept of Highways	2.5 Mil	331039G	100	\$21.86
<b>Clear Can Liners</b>						
8	15" x 9" x 23"	10 Gallons	.5 Mil	15923A	1000	\$14.91
9	18" x 13" x 40"	30-32 Gallons	1.5 Mil	181340H	100	\$9.46
10	22" x 16" x 58"	52 Gallons	2.0 Mil	221658I	100	\$22.46
11	23" x 17" x 48	39-40 Gallons	1.5 Mil	231748J	100	\$14.66
12	23" x 17" x 48	39-40 Gallons	2.0 Mil	231748K	100	\$19.56
13	23" x 17" x 48	39-40 Gallons	2.5 Mil	231748L	100	\$24.46
<b>Twist Tie</b>						
14	4" Minimum Length		N/A	N/A	N/A	Included upon request
<b>Black Can Liner</b>						
15	15" x 9" x 23	10 Gallons	1.5 Mil	15923A15	500	\$23.44
<b>Clear Can Liner</b>						
16	15" x 9" x 23	10 Gallons	1.5 Mil	15923B15	500	\$23.44
<b>Inside Delivery Charge/Cost per order :</b>						\$50.00
<b>Contract Coordinator</b> <u>Zeke Rosenwasser</u>						
<b>Telephone No.:</b> <u>(732) 752-3200 X 1124</u>						
<b>Toll Free Phone No.:</b> <u>(800) 526-3551 x 1124</u>						
<b>Fax No.:</b> <u>(873)-752-2305</u>						
<b>E-Mail:</b> <u>zeke@allampoly.com</u>						



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

# Purchase Order

**PURCHASE ORDER NO.**  
 CANLINE06

**PAGE**  
 \_\_\_\_\_

**BLANKET RELEASE**  
 \_\_\_\_\_

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**  
 1

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

**I N V O I C E T O**  
 DEPARTMENT OF ADMINISTRATION  
 ACCOUNTING SECTION  
 2019 WASHINGTON STREET, EAST  
 POST OFFICE BOX 50121  
 CHARLESTON, WV 25305-0121

**V E N D O R**  
 \*709003155 732-752-3200  
 ALL AMERICAN POLY CORPORATION  
 40 TURNER PLACE  
 PISCATAWAY NJ 08854

**S H I P T O**

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 (LOCATION AS INDICATED BY  
 CONTRACT ORDER)

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
07/03/2006	NET 30	132837320	
SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			RECEIPT TICKET	FOR PURCHASE ORDER:	CANLINE06
LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE
0001		665-24-97-001	TRASH CAN LINERS		
		SIGNATURE _____		DATE _____	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

**TOTAL**

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE