



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:
 CANLINE07

PAGE:
 1

BLANKET RELEASE:
 00

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

CHANGE ORDER:
 4

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

VENDOR
 *709040703 304-485-4000
 WINANS SANITARY SUPPLY CO INC
 PO BOX E
 PARKERSBURG WV 26102-2175

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/11/2007		NET 30		550451730			
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 #04				
	THIS CHANGE ORDER PROVIDES AN UPDATED PRICE LIST. SEE ATTACHED PRICING PAGE.						
	EFFECTIVE: OCTOBER 01, 2007.						
	***** NO ADDITIONAL CHANGES *****						
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				
						OPEN END	
						TOTAL	

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 SEP 20 2007
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 9/13/07

Dawn E. Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Jo Ann Adkins* 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE
 9/20/07

**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 or 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

CANLINE07 - CONTRACT PRICING PAGE

Winans Sanitary Service

Item	Size	Description	Thickness	Count Per Case	REGION I		REGION II		REGION III		REGION IV	
					Cost Per Case	Cost Per Case	Cost Per Case	Cost Per Case	Cost Per Case	Cost Per Case		
Black Can Liners												
1	15" x 9" x 23"	10 Gallons	.5 Mil	500	\$ 10.27	\$ 10.27	\$ 10.27	\$ 10.27	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47
2	15" x 9" x 23"	10 Gallons	1.5 Mil	200	\$ 8.79	\$ 8.79	\$ 8.79	\$ 8.79	\$ 8.99	\$ 8.99	\$ 8.99	\$ 8.99
3	20" x 13" x 40"	30-32 Gallons	1.5 Mil	100	\$ 10.50	\$ 10.50	\$ 10.50	\$ 10.50	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70
4	22" x 16" x 58"	52 Gallons	2.0 Mil	100	\$ 21.05	\$ 21.05	\$ 21.05	\$ 21.05	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25
5	23" x 17" x 48"	39-40 Gallons	1.5 Mil	100	\$ 15.27	\$ 15.27	\$ 15.27	\$ 15.27	\$ 15.47	\$ 15.47	\$ 15.47	\$ 15.47
6	23" x 17" x 48"	39-40 Gallons	2.0 Mil	100	\$ 20.37	\$ 20.37	\$ 20.37	\$ 20.37	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57
7	23" x 17" x 48"	39-40 Gallons	2.5 Mil	100	\$ 25.47	\$ 25.47	\$ 25.47	\$ 25.47	\$ 25.67	\$ 25.67	\$ 25.67	\$ 25.67
Orange Can Liner												
8	33" x 10" x 39"	Highways	2.5 Mil	100	\$ 29.47	\$ 29.47	\$ 29.47	\$ 29.47	\$ 29.67	\$ 29.67	\$ 29.67	\$ 29.67
Light Green Can Liner												
9	33" x 10" x 39"	Highways	2.5 Mil	100	\$ 29.47	\$ 29.47	\$ 29.47	\$ 29.47	\$ 29.67	\$ 29.67	\$ 29.67	\$ 29.67
Clear Can Liners												
10	15" x 9" x 23"	10 Gallons	.5 Mil	500	\$ 10.27	\$ 10.27	\$ 10.27	\$ 10.27	\$ 10.47	\$ 10.47	\$ 10.47	\$ 10.47
11	15" x 9" x 23"	10 Gallons	1.5 Mil	200	\$ 11.93	\$ 11.93	\$ 11.93	\$ 11.93	\$ 12.13	\$ 12.13	\$ 12.13	\$ 12.13
12	20" x 13" x 40"	30-32 Gallons	1.5 Mil	100	\$ 14.27	\$ 14.27	\$ 14.27	\$ 14.27	\$ 14.47	\$ 14.47	\$ 14.47	\$ 14.47
13	22" x 16" x 58"	52 Gallons	2.0 Mil	100	\$ 29.35	\$ 29.35	\$ 29.35	\$ 29.35	\$ 29.55	\$ 29.55	\$ 29.55	\$ 29.55
14	23" x 17" x 48"	39-40 Gallons	1.5 Mil	100	\$ 19.16	\$ 19.16	\$ 19.16	\$ 19.16	\$ 19.36	\$ 19.36	\$ 19.36	\$ 19.36
15	23" x 17" x 48"	39-40 Gallons	2.0 Mil	100	\$ 25.54	\$ 25.54	\$ 25.54	\$ 25.54	\$ 25.74	\$ 25.74	\$ 25.74	\$ 25.74
16	23" x 17" x 48"	39-40 Gallons	2.5 Mil	100	\$ 31.92	\$ 31.92	\$ 31.92	\$ 31.92	\$ 32.12	\$ 32.12	\$ 32.12	\$ 32.12
Twist Tie												
17	4" Minimum Length			100	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40

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Winans Sanitary Service

Item	Size	Description	Thickness	Count Per Case	REGION I	REGION II	REGION III	REGION IV
					Cost Per Case	Cost Per Case	Cost Per Case	Cost Per Case
Black Can Liners								
18	15" x 9" x 23	10 Gallons	1.5 Mil	200	\$ 8.79	\$ 8.79	\$8.99	\$8.99
Clear Can Liners								
19	15" x 9" x 23	10 Gallons	1.5 Mil	200	\$ 11.93	\$ 11.93	\$12.13	\$12.13
Inside Delivery Charge/Cost per order :					\$0.00	\$0.00	\$0.00	\$0.00

Region I - Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Doddridge, Gilmer, Pleasants, Calhoun, Wirt, Wood, and Tyler

Region II - Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane and Jackson

Region III - Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor, and Preston

Region IV - Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster and Monroe



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PURCHASER

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: CANLINE07							
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 <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE