

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.
 CANLINE10

PAGE
 1

BLANKET RELEASE
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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

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

AGENCY COPY

VENDOR

*311125300 800-480-2247
 CENTRAL POLY
 18 DONALDSON PL
 LINDEN NJ 07036

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/01/2010		NET 30		223246346			
SHIP VIA		FOB		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL - MUL	
LINE	QUANTITY	UOE	VENDOR ITEM NO	ITEM NUMBER	UNIT PRICE	AMOUNT	
BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE CAN LINERS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. **** THE FOLLOWING IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF: **** REQUEST FOR QUOTATION DATED 05/27/2010. ALL SPECIFICATIONS AND ADDENDA THERETO. VENDOR'S BID DATED 08/19/2010. SAMPLES SUBMITTED AS PROOF OF QUALITY. NOTE: SAMPLES SHALL BE RETAINED AND FAILURE TO SUPPLY THE QUALITY LEVEL AS SUBMITTED MAY BE GROUNDS FOR CANCELLATION OF THE CONTRACT. DELIVERY: DELIVERY SHALL BE MADE WITHIN 10 DAYS OF RECEIVING AN ORDER. FAILURE TO DELIVER ON TIME MAY BE GROUNDS FOR CANCELLATION OF THE CONTRACT. ALL ORDERS FROM THIS CONTRACT TOTALING \$300 OR MORE SHALL BE DELIVERED FOB:DESTINATION (VENDOR							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

SEP - 2 2010

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 9/1/10

APPROVED FOR

ONE FISCAL YEAR

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Jo Ann Adkins* 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
 TOTAL

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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



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VENDOR
 *311125300 800-480-2247
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BEST WAY		DESTINATION		PREPAID		MUL - MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT		
DELIVERY DATE	CAT. NO.	ITEM NUMBER					
SHALL PAY ALL SHIPPING CHARGES).							
AGENCIES MAY MAKE SMALL PURCHASES (UNDER \$300) FROM LOCAL SOURCES IF PRICING INCLUDES DELIVERY AND RESULTS IN A SAVINGS TO THE AGENCY. AGENCIES ARE NOT PERMITTED TO MAKE NUMEROUS PURCHASES TO AVOID USING THIS CONTRACT AND CIRCUMVENT PURCHASING POLICY.							
VENDOR CONTACT: ANDREW HOFFER (P) 908.862.7570 (F) 908.862.9019							
0001		CS	665-24-97-001	.00000			
	08/01/2010						
	TRASH CAN LINERS						
	15" X 9" X 23" (SMALL), LOW DENSITY POLYETHYLENE, 1.5 MIL THICKNESS, 500/CASE.						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON SEPTEMBER 1, 2010 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
TOTAL							

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
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LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
<p>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.</p> <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</p>							
						TOTAL	

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	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
<p>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 TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <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</p>					
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VENDOR ADDRESS

*311125300 800-480-2247
 CENTRAL POLY
 18 DONALDSON PL

 LINDEN NJ 07036

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<p>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> <p>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.</p>							
							TOTAL

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 PURCHASING DIVISION AUTHORIZED SIGNATURE

Vendor: CENTRAL POLY

Item	Size	Description	Thickness	Size	Gross Wt	Stock #	Mfg	Count Per Case	Net Wt:	Cost Per Case
Black Can Liners										
1	15" x 9" x 23"	10 Gallons (200/case)	5 Mil	15" x 9" x 23"	4.88	CP23K.5/200	CENTRAL POLY	200	3.68	\$4.90
2	15" x 9" x 23"	10 Gallons (500/case)	5 Mil	15" x 9" x 23"	10.2	CP23K.5/500	CENTRAL POLY	500	9.2	\$9.60
3	15" x 9" x 23"	10 Gallons (200/case)	1.5 Mil	15" x 9" x 23"	12.4	CP23K1.5/200	CENTRAL POLY	200	11.04	\$6.20
4	15" x 9" x 23"	10 Gallons (500/case)	1.5 Mil	15" x 9" x 23"	28.6	CP23K1.5/500	CENTRAL POLY	500	27.6	\$16.30
5	20" x 13" x 40"	30-32 Gallons	1.5 Mil	20" x 13" x 40"	14.2	CP40K1.5	CENTRAL POLY	100	13.2	\$8.40
6	22" x 16" x 58"	52 Gallons	2.0 Mil	22" x 16" x 58"	30.3	CP58K2	CENTRAL POLY	100	29.3	\$16.70
7	23" x 17" x 48"	39-40 Gallons	1.5 Mil	23" x 17" x 48"	20	CP48K1.5	CENTRAL POLY	100	19.2	\$11.80
8	23" x 17" x 48"	39-40 Gallons	2.0 Mil	23" x 17" x 48"	26	CP48K2	CENTRAL POLY	100	25.6	\$14.65
9	23" x 17" x 48"	39-40 Gallons	2.5 Mil	23" x 17" x 48"	33	CP48K2.5	CENTRAL POLY	100	32	\$18.40
Orange Can Liner										
10	33" x 10" x 39"	Dgpt of Highways	2.5 Mil	33" x 10" x 39"	22.4	CP39OR2.5	CENTRAL POLY	100	21.4	\$19.10
Light Green Can Liner										
11	33" x 10" x 39"	Highways	2.5 Mil	33" x 10" x 39"	22.4	CP39G2.5	CENTRAL POLY	100	21.4	\$19.20
Clear Can Liners										
12	15" x 9" x 23"	10 Gallons	5 Mil	15" x 9" x 23"	10.2	CP23N.5	CENTRAL POLY	500	9.2	\$9.80
13	15" x 9" x 23"	10 Gallons	1.5 Mil	15" x 9" x 23"	28.6	CP23N1.5	CENTRAL POLY	200	11.04	\$17.60
14	20" x 13" x 40"	30-32 Gallons	1.5 Mil	20" x 13" x 40"	14.2	CP40N1.5	CENTRAL POLY	100	13.2	\$10.40
15	22" x 16" x 58"	52 Gallons	2.0 Mil	22" x 16" x 58"	30.3	CP58N2	CENTRAL POLY	100	29.3	\$20.20
16	23" x 17" x 48"	39-40 Gallons	1.5 Mil	23" x 17" x 48"	20.2	CP48N1.5	CENTRAL POLY	100	19.2	\$12.50
17	23" x 17" x 48"	39-40 Gallons	2.0 Mil	23" x 17" x 48"	26.26	CP48N2	CENTRAL POLY	100	25.26	\$18.40
18	23" x 17" x 48"	39-40 Gallons	2.5 Mil	23" x 17" x 48"	33	CP48N2.5	CENTRAL POLY	100	32	\$22.20
Twist Tie										
19	4" Minimum Length									\$4.00
										Grand Total

Bidders - enter charge for inside delivery - per order
 Inside Delivery Charge/Cost per order :

Contract Coordinator Andrew Hoffer
 Telephone No.: 908-662-7570
 Toll Free Phone No.: 800-480-bags
 Fax No.: 908-662-9019



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RECEIPT TICKET FOR PURCHASE ORDER: CANLINE10							
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		665-24-97-001	TRASH CAN LINERS				
SIGNATURE _____						DATE _____	

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