



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.
 DFS12

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
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 TO THE BUYER AS NOTED BELOW.

INVOICE TO

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

CHANGE ORDER
12
 FILE LOCATION 22611

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

VENDOR

*709040106 304-472-5500
 A F WENDLING INC
 176 WOOD ST
 PO BOX 661
 BUCKHANNON WV 26201

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/01/2012		NET 30		550383249			
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				
<p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>THE VENDOR, AF WENDLING INC., AGREES TO ENTER WITH THE STATE OF WEST VIRGINIA, INTO A STATEWIDE CONTRACT FOR DISPOSABLE FOOD SERVICE ITEMS TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS PER THE SPECIFICATIONS, TERMS & CONDITIONS, BID REQUIREMENTS, AND THE VENDOR'S PROPOSAL DATED 04/18/2012 INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF HEREOF.</p> <p>PRICING SHALL BE PER THE ATTACHED PRICING PAGES.</p> <p>AGENCIES USING THE PROCUREMENT CARD FOR PURCHASES ARE NOT REQUIRED TO SEND A COPY OF THE CONTRACT RELEASE ORDER TO THE PURCHASING DIVISION.</p> <p>DELIVERY: DELIVERY SHALL BE MADE WITHIN 7 DAYS OF RECEIVING AN ORDER. EMERGENCY ORDERS SHALL BE MADE WITHIN 3 DAYS OF RECEIVING AN ORDER.</p> <p>CONTRACT COORDINATOR: CHRIS WENDLING PH. 304-472-5500</p>							
						<p>SCANNED</p> <p>ENTERED</p> <p>PURCHASING DIVISION CERTIFIED ENCUMBERED</p> <p>MAY 03 2012</p> <p><i>Janna Lindette</i> Purchasing Division's File Copy</p> <p>RETURNED TO BUYER DATE: MAY 03 2012</p>	
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/></p>						<p>OPEN END</p>	
						<p>TOTAL</p>	

APPROVED FOR
 ONE FISCAL YEAR
Dawn Wayfield 5-2-12 BT
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

ROBERTA WAGNER 304-558-0067
 BY *Roberta Wagner*
 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, 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.html 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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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
0001	03/22/2012	EA	640-22		.00000		
FAX 304-472-5504 EMAIL: CWENDLING@AFWENDLING.COM NOTE: AGENCIES ARE NOT PERMITTED TO MAKE NUMEROUS PURCHASES TO AVOID USING THIS CONTRACT AND CIRCUMVENT PURCHASING POLICY. VARIOUS DISPOSABLE FOOD SERVICE ITEMS EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 05/01/2012 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. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND							
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<p>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 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</p>							
						TOTAL	

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<p>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 SHALL BE RETAINED BY THE SPENDING UNIT. NO COPY REQUIRED FOR THE PURCHASING DIVISION.</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>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF</p>							
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	THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION. PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDI- TION OF AWARD.						
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DFS12 - BID SPREADSHEET

DFS12 - BID SPREADSHEET					
1	SANDWICH BAGS: 5 3/4" X 6 7/8" X 1 1/8" BROWN PAPER GOODS #7A02 OR EQUAL	2000 CT.	CS		13.25
2	SILVERWARE BAGS: PLAIN PAPER, 10" X 2" X 3/4" BROWN PAPER GOODS #8A07 OR EQUAL	2000 CT.	BX		16.57
3	CUP: COLD DRINK, 3 1/2 OZ., FLAT BOTTOM, HEAVY WAXED, NOT PLEATED SWEETHEART R3 OR EQUAL	2400 CT.	CS		72.45
4	CUP: COLD DRINK, 3 1/2 OZ., FLAT BOTTOM PLEATED FOR DISPENSER SWEETHEART #450 OR EQUAL	2500 CT.	CS		52.16
5	DISPENSER FOR COLD DRINK CUP, 3 1/2 OZ., FLAT BOTTOM, PLEATED, 1 PER CASE SWEETHEART EAD10 OR EQUAL		CS		14.95
6	MOSAIC 7 1/4 OZ. COLD DRINK CUP FLAT BOTTOM, NARROW BASE FOR COVER ALL LID SWEETHEART R7N JAZZ OR EQUAL	2500 CT.	CS		83.50
7	LID FOR 7 1/4" COLD DRINK CUP, FLAT BOTTOM, NARROW BASE SWEETHEART L7N OR EQUAL	2500 CT.	CS		80.00
8	CUP: COLD DRINK, 10 OZ., 2,500 PER CASE SWEETHEART R10N N OR EQUAL	2000 CT.	CS		102.66
9	LID FOR COLD DRINK CUP, 10 OZ., 2,500 PER CASE SWEETHEART L10BLN OR EQUAL	2500 CT.	CS		76.87
10	CUP: HOT DRINK, 6 OZ., FOAM DART 6J6 OR EQUAL	1000 CT.	CS		14.54
11	LID FOR HOT DRINK CUP, 6 OZ. DART 6JL OR EQUAL	1000 CT.	CS		10.05
12	TUMBLER: 10 OZ., CRYSTAL CLEAR, DISPOSABLE THIN-WALL, ROLLED LIPS, CONSTRUCTED OF HIGH IMPACT POLYSTYRENE PLASTIC DART 10CT10 OR EQUAL	1000 CT.	CS		77.82
13	CUP: COLD DRINK, 8 OZ., FOAM DART 8J8 OR EQUAL	1000 CT.	CS		17.00
14	LID FOR 8 OZ. COLD DRINK CUP, FOAM 1000 PER CASE - DART 8JL OR EQUAL	1000 CT.	CS		10.25
15	CUP: 12 OZ. COLD DRINK, FOAM DART 12J12 OR EQUAL	1000 CT.	CS		24.00

16	LID FOR 12 OZ. COLD DRINK CUP, FOAM DART 12JL OR EQUAL	1000 CT.	CS		12.81
17	PLATES: 6" (BREAD & BUTTER), FOAM PACTIV TH1-0006 OR EQUAL	1000 CT.	CS		14.86
18	PLATES: 9" (DINNER), FOAM PACTIVE TH1-0009 OR EQUAL	500 CT.	CS		15.50
19	PLATES: 9" (SECTIONAL DINNER), FOAM PACTIV TH1-0011 OR EQUAL	500 CT.	CS		15.50
20	PLATES: 9" CHINET PRO PAPER (BIO-DEGRADABLE) OR EQUAL		CS		76.00
21	BOWL: 10 OZ. FOAM, (SALAD, CEREAL, SOUP) DART 10B20 OR EQUAL	1000 CT.	CS		32.50
22	BOWL: 12 OZ. FOAM, (SOUP) SWEETHEART #FS12BN OR EQUAL	1000 CT.	CS		16.56
23	PLATE: 6" PAPER, LIGHT WEIGHT, 1000 PER CASE PAPERCONE 40100 OR MENDENALL 7606 OR EQUAL	1000 CT.	CS		10.60
24	CARRY-OUT CONTAINER, SANDWICH, FOAM HINGED-LID, 6" X 6" X 3" PACTIV TH1-0080 OR EQUAL	500 CT.	CS		18.35
25	CARRY-OUT CONTAINER, DINNER, 3 COMPARTMENT, FOAM, HINGED LID, 9 1/8" X 9" X 3 1/4" PACTIVE HLW-0903 OR EQUAL	200 CT.	CS		14.57
26	CARRY-OUT CONTAINER, DINNER, SINGLE COMPARTMENT, FOAM, HINGED-LID, 9 1/8" X 9" X 3 1/4" PACTIV HLW-0901 OR EQUAL	200 CT.	CS		14.80
27	FORK: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED 1,000 PER CASE - JET IEFW OR EQUAL	1000 CT.	CS		13.00
28	KNIFE: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED 1,000 PER CASE - JET IEKW OR EQUAL	1000 CT.	CS		13.00
29	SPOON: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED 1,000 PER CASE - JET IESW OR EQUAL	1000 CT.	CS		13.00
30	SPOON: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED JET IEPW OR EQUAL	1000 CT.	CS		13.00
31	SETS: (FORK, KNIFE, SPOON) MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED - JET 3EW6 OR EQUAL	500 CT.	CS		19.25
32	FOIL: ALUMINUM, HEAVY DUTY, .001 GAUGE, WRAPPING MATERIAL, 18" WIDTH X 500 FOOT ROLL IN CUTTER BOX ALUMAX 124 OR REYNOLDS #624 OR EQUAL		RL		21.25
33	PAPER: BUTCHER, WHITE, DRY FINISH, 18" WIDE WRAPPING MATERIAL, 40 LBS. BASIS WEIGHT, 1300 FOOT LENGTH ROLL DURO BAG MFGF. 85093 OR EQUAL 18"x1000'		RL		17.62
34	WRAP: PVC CLEAR WRAPPING MATERIAL		RL		13.66

	18" WIDE X 2000 FOOT LENGTH ANCHOR PACKAGING PW182 OR EQUAL				
35	HATS OR CAPS: "OVERSEAS STYLE", PAPER LINEN, SANITARY WHITE, DISPOSABLE, ADJUSTABLE, STANDARD FOR FOOD HANDLERS INDUSTRY ROYAL PAPER RCC2 OR EQUAL 1000 CT.	CS		62.06	
36	TABLE COVER: PAPER, APPROXIMATELY 40" WIDTH X 300 FOOT LENGTH, ONE ROLL PER CASE - PLEASE SPECIFY THE BRAND ITEM NUMBER, AND COLOR FT. JAMES 810 OR EQUAL	RL		14.63	
37	TABLE COVER: ONE LAYER POLYESTER AND TWO LAYERS PAPER OR SIMILAR CONSTRUCTION - APPROXIMATE SIZE 54" X 108". PLEASE SPECIFY THE BRAND, ITEM NUMBER, COLOR PER CASE, AND COLOR FT. JAMES 840-01 OR EQUAL 25 CT.	CS		29.00	
38	NAPKINS: DISPENSER TYPE, FOLDED, 1 PLY, FOLDED SIZE: 3 1/2" X 6 3/4", OPEN NAPKIN SIZE IS 12" X 13" FT. JAMES 370-95 OR EQUAL 6000 CT.	CS		33.83	
39	NAPKINS: DISPENSER TYPE, FOLDED, 1 PLY FOLDED SIZE: 3 1/2" X 6 3/4", OPEN NAPKIN IS 8" X 13 1/2" FT. JAMES 322091 OR EQUAL 10000 CT.	CS		27.00	
40	NAPKINS: QUARTERFOLD, 1 PLY (LUNCHEON SIZE) OPEN NAPKIN SIZE IS 13" X 13" FT. JAMES 377-06 OR EQUAL 6000 CT.	CS		27.00	
41	NAPKINS: QUARTERFOLD, 1 PLY (DINNER SIZE) OPEN NAPKIN SIZE IS 17" X 17" FT. JAMES 362 OR EQUAL 3000 CT.	CS		30.25	
42	NAPKINS: QUARTERFOLD, 1 PLY (COCKTAIL SIZE) OPEN NAPKIN SIZE IS 10" X 10" FT. JAMES 960-17 OR EQUAL 4000 CT.	CS		12.75	
43	NAPKINS: QUARTERFOLD, 2 PLY (DINNER SIZE) OPEN NAPKIN IS 13" X 17" FT. JAMES 313-26 OR EQUAL 3000 CT.	CS		34.80	
44	STRAWS: DRINKING, INDIVIDUALLY WRAPPED - 7 3/4" FT. JAMES/DIXIE ITEM #12205 OR NIAGARA STRAW #1502/375 OR EQUAL 10000 CT.	CS		46.23	
45	SETS: (FORK, KNIFE, SPOON & NAPKIN) MEDIUM WEIGHT, PLA INDIVIDUALLY WRAPPED - SOLO 34190 OR EQUAL 500 CT.	CS		25.00	

TOTAL