



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
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BLANKET RELEASE	00
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CHANGE ORDER	2
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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.

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

AGENCY COPY

VENDOR	*709040106 304-472-5500
	A F WENDLING INC
	100 WENDLING PLAZA RT 20 S
	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	
06/30/2014		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				
			CHANGE ORDER NO. 2				
	TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. NO CHANGE IN CONTRACT TOTAL. ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. EFFECTIVE DATE OF EXTENSION: 05/01/2014 THROUGH 08/31/2014 NO OTHER CHANGES.						
			PREVIOUS PO TOTAL==>		OPEN	END	
			PO NET CHANGE (+)==>				
PURCHASING DIVISION CERTIFIED ENCUMBERED JUL 7 2014 <i>Beverly Toler</i>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>							OPEN END
							TOTAL

Dalton

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Bob Kilpatrick* BOB KILPATRICK 304-558-0067

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.



Wendling's Food Service

A.F. Wendling Inc.

P.O. Box 661, Buckhannon, WV 26201
Phone (304) 472-5500 Fax (304) 472-5504



June 27, 2014

RE: DFS12 Extension

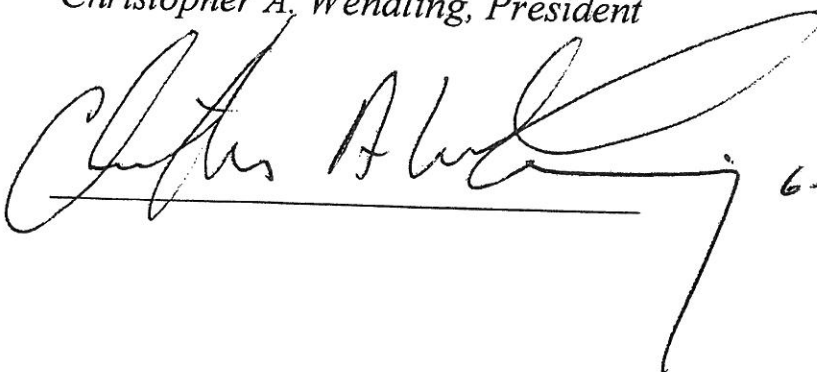
Good Afternoon Mr. Kirkpatrick,

Per your request, AF Wendling, Inc. has agreed to extend the current DFS12 contract from beginning May 1, 2014 thru to and ending on August 31, 2014 at which time we will discuss further options.

Thank you for your interest and cooperation in extending the current DFS12 contract.

We appreciate your business and look forward to doing more in the near future!

Christopher A. Wendling, President


6-27-14

*OK
WWS
06/27/14*

DFS12 - BID SPREADSHEET

DFS12 - BID SPREADSHEET					
1	SANDWICH BAGS: 6 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 #0A07 OR EQUAL	2000 CT.	BX		16.57
3	CUP: GOLD DRINK, 3 1/2 OZ., FLAT BOTTOM, HEAVY WAXED, NOT PLEATED SWEETHEART R3 OR EQUAL	2400 CT. 2500 CT.	CS		67.06 72.45
4	CUP: GOLD DRINK, 3 1/2 OZ., FLAT BOTTOM PLEATED FOR DISPENSER SWEETHEART #460 OR EQUAL	2500 CT.	CS		52.16
5	DISPENSER FOR GOLD 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. GOLD DRINK CUP FLAT BOTTOM, NARROW BASE FOR COVER ALL LID SWEETHEART R7N JAZZ OR EQUAL	2500 CT.	CS		69.85 69.50
7	LID FOR 7 1/4" GOLD DRINK CUP, FLAT BOTTOM, NARROW BASE SWEETHEART L7N OR EQUAL	2500 CT.	CS		80.00
8	CUP: GOLD DRINK, 10 OZ., 2,500 PER CASE SWEETHEART R10N N OR EQUAL	2500 CT. 2000 CT.	CS		245.6 242.00
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		75.90 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 TH1-0008 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: 6" 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		16.80 17.20
23	PLATE: 6" PAPER, LIGHT WEIGHT, 1000 PER CASE PAPERONE 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-0803 OR EQUAL	200 CT.	CS		14.67 15.19
26	CARRY-OUT CONTAINER, DINNER, SINGLE COMPARTMENT, FOAM, HINGED-LID, 9 1/8" X 9" X 3 1/4" PACTIV HLW-0001 OR EQUAL	200 CT.	CS		44.80 15.42
27	FORK: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED 1,000 PER CASE - JET IEPW 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 SEW6 OR EQUAL	500 CT.	CS		19.26
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 64" X 108". PLEASE SPECIFY THE BRAND, ITEM NUMBER, COU PER CASE, AND COLOR FT. JAMES 840-01 OR EQUAL 26 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 382 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 313-20 OR EQUAL 3000 CT.	CS		34.80	
44	STRAWS: DRINKING, INDIVIDUALLY WRAPPED - 7 3/4" FT. JAMES/DIXIE ITEM #12206 OR NIAGARA STRAW #1602/376 OR EQUAL 10000 CT.	CS		46.23	
45	SETS: (FORK, KNIFE, SPOON & NAPKIN) MEDIUM WEIGHT, PLA INDIVIDUALLY WRAPPED - SOLO 34180 OR EQUAL 500 CT.	CS		25.00	

TOTAL