



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.
 HOUSE10A

PAGE
 1

BLANKET RELEASE
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CHANGE ORDER
 3

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.

SEE REVERSE SIDE FOR
 S AND CONDITIONS

INVOICE TO

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

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 |
| 11/03/2010 | NET 30 | 550451730 | |
| SHIP VIA | FOB | FREIGHT TERMS | ACCOUNT NUMBER |
| BEST WAY | DESTINATION | PREPAID | MUL-MUL |
| LINE | QUANTITY | UOP | VENDOR ITEM NO. |
| | DELIVERY DATE | CAT NO. | ITEM NUMBER |

CHANGE ORDER #03

TO DELETE TWO ITEMS THAT HAVE BEEN DISCONTINUED
 AND NO LONGER AVAILABLE. SEE ATTACHED.

REC02500 PROFESSIONAL AMPHYL LYSOL - 4/1 GALLON
 PAGE 74. ITEM DISCONTINUED BY MANUFACTURER:
 RECKITT BENCKISER.

MCO14004 SCOTCH GUARD HEAVY DUTY STAIN REMOVER.
 PAGE 107. ITEM DISCONTINUED BY MANUFACTURE 3M.

***** NO ADDITIONAL CHANGES *****

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

NOV - 5 2010

Beverly Toler

PREVIOUS PO TOTAL==> OPEN END
 PO NET CHANGE (+)==>

FOR APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 10/29/10

OPEN END

TOTAL

Danaye Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Jo Ann Adkins* 304-558-8802
Krista Terrell 11/04/10
 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.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.



SANITARY SUPPLY CO., INC./P.O. BOX E/PARKERSBURG, WV 26102
Phone (304) 485-4000 Fax (304) 485-7570

www.winanssupply.com

October 26, 2010

Ms. JoAnn Adkins
Senior Buyer
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

RECEIVED
2010 OCT 28 AM 10:29
WV PURCHASING
DIVISION

RE: HOUSE10A Contract

Dear Ms. Adkins,

It has come to our attention that there are a couple items in the Lagasse Catalog that have been discontinued.

We were not aware of these items until we received an order from one of the state agencies and placed the order with Lagasse. We were then informed they are no longer available.

These are the items:

Page 74 - REC02500 Professional Amphyl Lysol - 4/1 gallon
This item has been discontinued by the manufacturer: Reckitt Benckiser

Page 107 - MCO14004 Scotch Guard Heavy Duty Stain Remover
This item has been discontinued by the manufacturer: 3M

Please contact me at 800-759-4004 with any questions.

Best regards,

Elise S. Smith
Supply Assistant Manager