



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.
 CANLINE05

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
 1

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

AGENCY COPY

INFORMATION

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

VENDOR

*709003155 732-752-3200
 ALL AMERICAN POLY CORPORATION
 40 TURNER PLACE

 PISCATAWAY NJ 08854

SHIP TO

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
06/03/2005	NET 30	132837320	
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 #01		
	EFFECTIVE JUNE 1, 2005:				
	REPLACE ITEM NUMBER 4 WITH THE ITEM LISTED BELOW:				
	33" X 10" X 39"		2.5 MIL	@ \$25.16/CASE 100	
	REVISED PRICING PAGE IS ATTACHED SHOWING ALL PRODUCTS AVAILABLE AND PRICES.				
	*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>	OPEN END	
			PO NET CHANGE (+)==>		

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

JUN - 8 2005

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *BJ76-6-05*

Annex & Workfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468
 BY *Janet Boyd 6/6/05*
 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 acceptance 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, 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 §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

CANLINE05

Rev. 6/1/05

CONTRACT PRICING PAGE										
Item	Size	Description	Thickness	Size	Gross Wt	Stock #	Mfg	Count Per Case	Net Wt:	Cost Per Case
Vendor: ALL AMERICAN POLY										
Black Can Liners										
1	15" x 9" x 23"	10 Gallons	1.5 Mil	15X9X23	29.10	15923A	ALL AMERICAN POLY	500	27.60	23.44
2	18" x 13" x 40"	30-32 Gallons	1.5 Mil	18X13X40	13.90	181340A		100	12.40	8.41
3	22" x 16" x 58"	52 Gallon	2.0 Mil	22X16X58	30.88	221654A		100	29.38	19.76
Orange Can Liner										
4	33" x 10" x 39"	Dept of Highways	2.5 Mil	33X10X39	28.00	3310390R		100	28.00	25.16
Clear Can Liners										
5	15" x 9" x 23"	10 Gallons	1.5 Mil	15X9X23	29.10	15923B		500	27.60	23.44
6	18" x 13" x 40"	30-32 Gallons	1.5 Mil	18X13X40	13.90	181340B		100	12.40	8.41
7	22" x 16" x 58"	52 Gallon	2.0 Mil	22X16X58	30.88	221658B		100	29.38	19.96
Contract Coordinator: ZEKE ROSENWASSER										
Telephone No.: 732-752-3200 x1124										
Toll Free Phone No.: 800-526-3551										
Fax No.: 732-752-2305										
E-Mail: zeke@allampoly.com										



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 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*709003155 732-752-3200
 ALL AMERICAN POLY CORPORATION
 40 TURNER PLACE
 PISCATAWAY NJ 08854

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 BY ORDER

DATE PRINTED 06/03/2005	TERMS OF SALE NET 30	FEIN/SSN 132837320	FUND
SHIP VIA BEST WAY	F.O.B DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY		UOP CAT. NO.	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE			ITEM NUMBER				
					RECEIPT TICKET FOR PURCHASE ORDER:			CANLINE05
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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE