



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.
<b>CANLINE 05</b>

PAGE
<b>1</b>

BLANKET RELEASE
<b>00</b>

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.

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO
<b>ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER</b>

**AGENCY COPY**

VENDOR
<b>*709003155      732-752-3200</b>
<b>ALL AMERICAN POLY CORPORATION</b>
<b>40 TURNER PLACE</b>
<b>PISCATAWAY NJ      08854</b>

SHIP TO
<b>ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER</b>

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
04/07/2005	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		
<b>BLANKET STATEWIDE OPEN-END CONTRACT</b>  TO PROVIDE CAN LINERS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.  THIS AWARD IS PER THE FOLLOWING: 1. REQUEST FOR QUOTATION DATED 2/22/2005 2. CANLINE05 SPECIFICATIONS FOR CLEAR RECYCLED CONTENT TRANS CAN LINERS, DATED 2/22/05, 1 PAGE 3. CANLINE05 SPECIFICATIONS FOR BLACK OR ORANGE RECYCLED CONTENT TRASH CAN LINERS, DATED 2/22/05, 1 PAGE. 4. CANLINE05 SPECIFICATIONS AND CONDITIONS, TWO PAGES, DATED 43V. 3/8/05. 5. VENDOR'S BID DATED 3/16/2005 6. SAMPLES SUBMITTED AS PROOF OF QUALITY  NOTE: SAMPLES SHALL BE RETAINED. FAILURE TO SUPPLY THE SAME QUALITY LEVEL AS SAMPLES SUBMITTED MAY BE GROUNDS FOR CANCELATION OF CONTRACT.  FAILURE TO SUPPLY PRODUCT WITHIN THE 10 WORKING					
					WEST VIRGINIA STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED  APR 18 2005  <i>Beverly Toler</i>
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> <i>B 7 4-11-05</i>					OPEN END
					TOTAL

*Dwayne Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468  
 BY *Laura J. Hinos*  
 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 or 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 ù160.103) and will be disclosing Protected Health Information (45 CFR ù160.103) to the vendor.



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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			
0001	03/31/2005	CS	665-24-97-001		0.00000	
<p>DAYS AS NOTED IN BID CLARIFICATION MAY BE GROUNDS FOR CANCELATION OF CONTRACT.</p> <p>CONTRACT COORDINATOR: ZEKE ROSENWASSER          TOLL FREE PHONE#: 800-526-3551          PHONE #: 732-752-3200 X 1124          FAX #: 732-752-2305          EMAIL: ZEKE@ALLAMPOLY.COM</p> <p>PRICES SHALL BE PER THE ATTACHED PRICING PAGE.</p> <p>SEE THE ATTACHED CANLINE05 SPECIFICATIONS AND CONDITIONS, 2 PAGES, DATED REV. 3/8/05.</p> <p>NOTE: AGENCIES MAY MAKE SMALL PURCHASES (UNDER \$300.00) FROM A LOCAL SOURCE IF PRICING INCLUDES DELILVERY AND A SAVINGS RESULTS. AGENCIES ARE NOT PERMITTED TO STRING ORDERS TO CIRCUMVENT PURCHASING POLICY.</p>						
						TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

BETTY FRANCISCO

304-558-0468

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY  
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LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
	EXHIBIT 3				
	<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON APRIL 15, 2005 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.</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>				
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>					TOTAL

BETTY FRANCISCO

304-558-0468

BY \_\_\_\_\_  
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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				
<p><b>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.</b></p> <p><b>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.)</b></p> <p><b>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.</b></p> <p><b>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</b></p>							
						TOTAL	

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304-558-0468

BY \_\_\_\_\_  
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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		
	<p>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 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>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 CONDITION OF AWARD.</p>				
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>					TOTAL

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**CANLINE05**

		<u>CONTRACT PRICING PAGE</u>										
<b>Vendor</b> ALL AMERICAN POLY												
<b>Item</b>	<b>Size</b>	<b>Description</b>	<b>Thickness</b>	<b>Size</b>	<b>Gross Wt</b>	<b>Stock #</b>	<b>Mfg</b>	<b>Count Per Case</b>	<b>Net Wt:</b>	<b>Cost Per Case</b>		
<b>Black Can Liners</b>												
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		
<b>Orange Can Liner</b>												
4	23" x 10" x 39"	Dept of Highways	2.5 Mil	23X10X39	22.95	231039		100	21.45	18.21		
<b>Clear Can Liners</b>												
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		
<b>Contract Coordinator</b> <u>ZEKE ROSENWASSER</u>												
<b>Telephone No.:</b> 732-752-3200 x1124												
<b>Toll Free Phone No.:</b> 800-526-3551												
<b>Fax No.:</b> 732-752-2305												
<b>E-Mail:</b> zeke@allampoly.com												

## CANLINE05 Specifications and Conditions

1. Each case of bags shall contain an equal number of twist wire tie closures. The wire shall be 26 gauge (nominal) and shall be laminated in paper or plastic. The tie shall not be less than four (4) inches in length.
2. Successful bidder shall have a manufacturer's certification that the products bid meet all specifications as detailed on the attached sheets. This certification should be submitted with each bid; it shall be required prior to award of any contract.
3. Orders shall be delivered within 15 working days after receipt of order (ARO). Preferred delivery is 10 calendar days ARO. Delivery greater than 15 working days will not be considered. Spending units must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract. Vendor shall note the number of days (calendar or working) on the pricing page.
4. All orders from this contract totaling \$300.00 or more shall be delivered FOB: Destination (Vendor shall pay all shipping charges.)
5. All orders less than \$300.00 shall be delivered FOB: Shipping Point. Any transportation charges costs shall be itemized as a separate charge.
6. All pricing shown on this bid shall be FOB: Destination. (Vendor pays shipping.)
7. Agencies may make small purchases (under the \$300.00) from a local source if pricing includes delivery and a savings results. Note: Agencies are not permitted to string orders to circumvent purchasing policy.
8. All products bid shall meet the attached specifications for the products bid.
9. Vendor shall remove and replace any product on this contract that an agency has received and determined the product is unsatisfactory in performance and/or is not suitable for their facility. Vendor shall do this at no cost to the agency.
10. Vendor must have a manufacturer's certification that all products bid meet all specifications. Such certification should be submitted with each vendor's bid.



## CANLINE05 Specifications and Conditions

11. All quantities listed on the pricing page are approximations only, based on estimates. This quantity shall be used to evaluate the bids. 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.
12. The successful bidder shall not substitute any other brand from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
13. If the selected vendor fails to meet any provision of the contract, the contract may be canceled immediately.
14. Bidder shall provide at no expense or liability to the State of West Virginia, four (4) individual bag samples of each item bid. Any vendor failing to provide samples may be disqualified. Bidders shall deliver the samples to the following address:

Purchasing Division  
Attention: Betty L. Francisco  
2019 Washington Street, East  
Charleston, WV 25305-0130

Each sample shall be labeled with the following information:

RFQ Number: CANLINE05  
Item number from the pricing page that the sample represents  
Size  
Count Per case  
Case weight  
Bidder Stock/Item Number  
Bidder Name:  
Bidder Telephone #  
Manufacturer of can liner bid

Samples should be delivered in a separate envelope from the bid document. Samples should be submitted prior to or by the bid opening date and time. These samples may deviate from the required dimensions as referenced in the specifications plus or minus an inch. However, the actual awarded items must meet the size as required in the specifications for each item.

Samples shall not be returned unless bidder includes shipping number to cover the cost of return mail.



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: CANLINE05							
0001			665-24-97-001	TRASH CAN LINERS			
				SIGNATURE _____	DATE _____		
						TOTAL	

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