



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. CANLINE07

PAGE 1

BLANKET RELEASE 00

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 5

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

AGENCY COPY

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	
01/10/2008		NET 30		550451730			
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 #05				
			THIS CHANGE ORDER PROVIDES AN UPDATED PRICE LIST. SEE ATTACHED PRICING PAGE.				
			EFFECTIVE: JANUARY 3, 2008				
			*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				
						PURCHASING DIVISION CERTIFIED ENCUMBERED JAN 11 2008 <i>Beverly Toler</i>	
						OPEN END	
						TOTAL	

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

1/10/08

Dawn Wayfield

JO ANN ADKINS 304-558-8802

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

**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 may be deemed null and void, and 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.

CANLINE07-CONTRACT PRICING PAGE

		Price increase as of JANUARY 10, 2008			REGION I	REGION II	REGION III	REGION IV
VENDOR #	Item	Size	Description	Thickness	Cost Per Case	Cost Per Case	Cost Per Case	Cost Per Case
	Black Can Liners							
BLK2423.5	1	15"X9"X23"	10 Gallons 500/case	.5 Mil	\$ 10.99	\$ 10.99	\$ 11.20	\$ 11.20
BLK24231.5	2	15"X9"X23"	10 Gallons 200/case	1.5 Mil	\$ 9.41	\$ 9.41	\$ 9.62	\$ 9.62
BLK33401.5	3	20"X13"X40"	30-32 Gallons 100/case	1.5 Mil	\$ 11.24	\$ 11.24	\$ 11.45	\$ 11.45
BLK38582	4	22"X16"X58"	52 Gallon 100/case	2 Mil	\$ 22.52	\$ 22.52	\$ 22.74	\$ 22.74
BLK40481.5	5	23"X17"X48"	39-40 Gallons 100/case	1.5 Mil	\$ 16.34	\$ 16.34	\$ 16.55	\$ 16.55
BLK40482	6	23"X17"X48"	39-40 Gallons 100/case	2 Mil	\$ 21.80	\$ 21.80	\$ 22.01	\$ 22.01
BLK40482.5	7	23"X17"X48"	39-40 Gallons 100/case	2.5 Mil	\$ 27.25	\$ 27.25	\$ 27.47	\$ 27.47
	Orange Can Liners							
ORG43392.5	8	33"X10"X39"	Highways	2.5 Mil	\$ 31.53	\$ 31.53	\$ 31.75	\$ 31.75
	Light Green Can Liner							
LTG43392.5	9	33"X10"X39"	Highways	2.5 Mil	\$ 31.53	\$ 31.53	\$ 31.75	\$ 31.75
	Clear Can Liner							
CLR2423.5	10	15"X9"X23"	10 Gallons 500/case	.5 Mil	\$ 10.99	\$ 10.99	\$ 11.20	\$ 11.20
CLR24231.5	11	15"X9"X23"	10 Gallons 200/case	1.5 Mil	\$ 12.77	\$ 12.77	\$ 12.98	\$ 12.98
CLR33401.5	12	20"X13"X40"	30-32 Gallons 100/case	1.5 Mil	\$ 15.27	\$ 15.27	\$ 15.48	\$ 15.48
CLR38582	13	22"X16"X58"	52 Gallon 100/case	2 Mil	\$ 31.40	\$ 31.40	\$ 31.62	\$ 31.62
CLR40481.5	14	23"X17"X48"	39-40 Gallons 100/case	1.5 Mil	\$ 20.50	\$ 20.50	\$ 20.72	\$ 20.72
CLR40482	15	23"X17"X48"	39-40 Gallons 100/case	2 Mil	\$ 27.33	\$ 27.33	\$ 27.54	\$ 27.54
CLR40482.5	16	23"X17"X48"	39-40 Gallons 100/case	2.5 Mil	\$ 34.15	\$ 34.15	\$ 34.37	\$ 34.37
	Twist Tie							
TWS35B	17	4" Minum Length	per 100		\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50
	Black Can Liners							
BLK24231.5		15"X9"X23"	10 Gallons 200/case	1.5 Mil	\$ 9.41	\$ 9.41	\$ 9.62	\$ 9.62
CLR24231.5		15"X9"X23"	10 Gallons 200/case	1.5 Mil	\$ 12.77	\$ 12.77	\$ 12.98	\$ 12.98
REGION I - Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Doddridge, Gilmer, Pleasants, Calhoun, Wirt, Wood, Tyler & Ritchie								
REGION II - Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane and Jackson								
REGION III - Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor, and Preston								
REGION IV - Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster and Monroe								



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

www.winanssupply.com

December 3, 2007

Ms. Jo Ann Adkins
Senior Buyer
Department of Administration
Purchasing Division
P.O. Box 50130
Charleston, WV 25305-0130

RE: CANLINE07

Dear Ms. Adkins,

Due to manufacturers price increases, Winans Sanitary Supply Co., Inc., is exercising the option of a 7% price increase for the State of West Virginia CANLINE07 Contract.

This will be effective 30 days after receipt of this letter.

Attached is the Contract Pricing Page with 7% added and copies of the Supplier letters regarding the increases.

Please contact me at 800-759-4004 ext. 124 with any questions.

Best regards,

S.A. Winans
Vice President

RECEIVED
2008 JAN 10 PM 12:27
WV PURCHASING
DIVISION

Charleston

Huntington

Morgantown

Clarksburg

Wheeling

Circleville



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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DATE PRINTED 01/10/2008	TERMS OF SALE NET 30	FEIN/SSN 550451730	FUND
SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT.NO	ITEM NUMBER		
RECEIPT TICKET FOR PURCHASE ORDER: CANLINE07					
LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE
0001	665-24-97-001	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