



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.  
 DFS11

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

INVOICE TO

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

VENDOR

\*709040106      304-472-5500  
 A F WENDLING INC  
 PO BOX 661 176 WOOD ST  
 BUCKHANNON WV 26201

## AGENCY COPY

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
03/14/2011		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		
0001	02/28/2012		640-22		
	VARIOUS DISPOSABLE		FOOD SERVICE ITEMS		
CHANGE ORDER #01  CHANGE ORDER TO ADD "QTY PER UNIT" TO BID SPREADSHEET. THIS WAS INADVERTENTLY LEFT OFF THE ORIGINAL CONTRACT.  *****NO OTHER CHANGES*****  PREVIOUS PO TOTAL==>      OPEN END PO NET CHANGE (+)==>					
					PURCHASING DIVISION CERTIFIED ENCUMBERED  MAR 16 2011  <i>Beverly Toler</i>
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>					OPEN END TOTAL

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

BY *Robert Wagner* BUYER #42304-538-8802  
 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](http://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.

**AF WENDLING**

**DFS11 - BID SPREADSHEET**

ITEM	DESCRIPTION	U/M	QTY PER UNIT	UNIT PRICE
1	SANDWICH BAGS: 5 3/4" X 6 7/8" X 1 1/8" BROWN PAPER GOODS #7A02 OR EQUAL	CS	1000	15.00
2	SILVERWARE BAGS: PLAIN PAPER, 10" X 2" X 3/4" BROWN PAPER GOODS #8A07 OR EQUAL	CS	2000	19.28
3	CUP: COLD DRINK, 3 1/2 OZ., FLAT BOTTOM, HEAVY WAXED, NOT PLEATED SWEETHEART R3 OR EQUAL	CS	2400	73.74
4	CUP: COLD DRINK, 3 1/2 OZ., FLAT BOTTOM PLEATED FOR DISPENSER SWEETHEART #450 OR EQUAL	CS	2500	50.71
5	DISPENSER FOR COLD DRINK CUP, 3 1/2 OZ., FLAT BOTTOM, PLEATED, 1 PER CASE SWEETHEART EAD10 OR EQUAL	CS	1	14.95
6	MOSAIC 7 1/4 OZ. COLD DRINK CUP FLAT BOTTOM, NARROW BASE FOR COVER ALL LID SWEETHEART R7N JAZZ OR EQUAL	CS	2000	82.33
7	LID FOR 7 1/4" COLD DRINK CUP, FLAT BOTTOM, NARROW BASE SWEETHEART L7N OR EQUAL	CS	2000	58.79
8	CUP: COLD DRINK, 10 OZ., 2,500 PER CASE SWEETHEART R10N N OR EQUAL	CS	2000	93.00

9	LID FOR COLD DRINK CUP, 10 OZ., 2,500 PER CASE SWEETHEART L10BLN OR EQUAL	CS	2500	73.43
10	CUP: HOT DRINK, 6 OZ., FOAM DART 6J6 OR EQUAL	CS	1000	13.46
11	LID FOR HOT DRINK CUP, 6 OZ. DART 6JL OR EQUAL	CS	1000	9.16
12	TUMBLER: 10 OZ., CRYSTAL CLEAR, DISPOSABLE THIN-WALL, ROLLED LIPS, CONSTRUCTED OF HIGH IMPACT POLYSTYRENE PLASTIC DART 10CT10 OR EQUAL	CS	1000	68.95
13	CUP: COLD DRINK, 8 OZ., FOAM DART 8J8 OR EQUAL	CS	1000	15.75
14	LID FOR 8 OZ. COLD DRINK CUP, FOAM 1000 PER CASE - DART 8JL OR EQUAL	CS	1000	9.41
15	CUP: 12 OZ. COLD DRINK, FOAM DART 12J12 OR EQUAL	CS	1000	22.34
16	LID FOR 12 OZ. COLD DRINK CUP, FOAM DART 12JL OR EQUAL	CS	1000	11.92
17	PLATES: 6" (BREAD & BUTTER), FOAM PACTIV TH1-0006 OR EQUAL	CS	1000	12.67
18	PLATES: 9" (DINNER), FOAM PACTIVE TH1-0009 OR EQUAL	CS	500	13.40
19	PLATES: 9" (SECTIONAL DINNER), FOAM PACTIV TH1-0011 OR EQUAL	CS	500	13.40
20	PLATES: 9" CHINET PRO PAPER (BIO-DEGRADABLE) OR EQUAL	CS	500	41.00

21	BOWL: 10 OZ. FOAM, (SALAD, CEREAL, SOUP) DART 10B20 OR EQUAL	CS	1000		30.25
22	BOWL: 12 OZ. FOAM, (SOUP) SWEETHEART #FS12BN OR EQUAL	CS	1000		14.50
23	PLATE: 6" PAPER, LIGHT WEIGHT, 1000 PER CASE PAPERONE 40100 OR MENDENALL 7606 OR EQUAL	CS	1000		10.35
24	CARRY-OUT CONTAINER, SANDWICH, FOAM HINGED-LID, 6" X 6" X 3" PACTIV TH1-0080 OR EQUAL	CS	500		16.50
25	CARRY-OUT CONTAINER, DINNER, 3 COMPARTMENT, FOAM, HINGED LID, 9 1/8" X 9" X 3 1/4" PACTIVE HLW-0903 OR EQUAL	CS	200		13.60
26	CARRY-OUT CONTAINER, DINNER, SINGLE COMPARTMENT, FOAM, HINGED-LID, 9 1/8" X 9" X 3 1/4" PACTIV HLW-0901 OR EQUAL	CS	200		13.60
27	FORK: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED 1,000 PER CASE - JET IEFW OR EQUAL	CS	1000		12.90
28	KNIFE: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED 1,000 PER CASE - JET IEKW OR EQUAL	CS	1000		12.90
29	SPOON: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED 1,000 PER CASE - JET IESW OR EQUAL	CS	1000		12.90
30	SPOON: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED JET IEPW OR EQUAL	CS	1000		12.90
31	SETS: (FORK, KNIFE, SPOON) MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED - JET 3EWS OR EQUAL	CS	500		20.15

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	18" X 500'	22.50
33	PAPER: BUTCHER, WHITE, DRY FINISH, 18" WIDE WRAPPING MATERIAL, 40 LBS. BASIS WEIGHT, 1300 FOOT LENGTH ROLL DURO BAG MFGF. 85093 OR EQUAL	RL	18" X 1000'	25.00
34	WRAP: PVC CLEAR WRAPPING MATERIAL 18" WIDE X 2000 FOOT LENGTH ANCHOR PACKAGING PW182 OR EQUAL	RL	18" X 2000'	12.89
35	HATS OR CAPS: "OVERSEAS STYLE", PAPER LINEN, SANITARY WHITE, DISPOSABLE, ADJUSTABLE, STANDARD FOR FOOD HANDLERS INDUSTRY ROYAL PAPER RCC2 OR EQUAL	CS	10/100 CT	73.38
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	40" X 300'	14.52
37	TABLE COVER: ONE LAYER POLYESTER AND TWO LAYERS PAPER OR SIMILAR CONSTRUCTION - APPROXIMATE SIZE 54" X 108". PLEASE SPECIFY THE BRAND, ITEM NUMBER, COUNT PER CASE, AND COLOR FT. JAMES 840-01 OR EQUAL	CS	25	30.99
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	CS	6000	34.80
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	CS	10000	27.36

40	NAPKINS: QUARTERFOLD, 1 PLY (LUNCHEON SIZE) OPEN NAPKIN SIZE IS 13" X 13" FT. JAMES 377-06 OR EQUAL	CS	6000	27.36
41	NAPKINS: QUARTERFOLD, 1 PLY (DINNER SIZE) OPEN NAPKIN SIZE IS 17" X 17" FT. JAMES 362 OR EQUAL	CS	3000	30.25
42	NAPKINS: QUARTERFOLD, 1 PLY (COCKTAIL SIZE) OPEN NAPKIN SIZE IS 10" X 10" FT. JAMES 960-17 OR EQUAL	CS	4000	13.00
43	NAPKINS: QUARTERFOLD, 2 PLY (DINNER SIZE) OPEN NAPKIN IS 13" X 17" FT. JAMES 313-26 OR EQUAL	CS	3000	37.50
44	STRAWS: DRINKING, INDIVIDUALLY WRAPPED - 7 3/4" FT. JAMES/DIXIE ITEM #12205 OR NIAGARA STRAW #1502/375 OR EQUAL	CS	12000	49.27
45	SETS: (FORK, KNIFE, SPOON & NAPKIN) MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED - SOLO 34190 OR EQUAL	CS	500	26.50



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RECEIPT TICKET FOR PURCHASE ORDER:					DFS11		
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001	640-22		VARIOUS DISPOSABLE FOOD SERVICE ITE		_____	_____	
SIGNATURE _____			DATE _____				
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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