



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
 2

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
 TERMS AND CONDITIONS

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/08/2010		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 #02				
	1. TO PROVIDE HOUSE10A SPECIFICATIONS. 2. THE MINIMUM ORDER FOR PREPAID SHIPPING TO ONE, IN-STATE DESTINATION SHALL BE \$200.00. FOR ORDERS LESS THAN \$200.00, TRANSPORTATION CHARGES WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL ATTACHED TO THE INVOICE. AGENCIES MAY MAKE PURCHASES THAT FALL UNDER THE \$200.00 LIMIT FROM A LOCAL SOURCE TO AVOID DELIVERY CHARGES.						
	NOTE: STRINGING ORDERS TO CIRCUMVENT PURCHASING REGULATIONS IS EXPRESSLY PROHIBITED.						
	*****	NO ADDITIONAL CHANGES			*****		
			PREVIOUS PO TOTAL==>		OPEN	END	
			PO NET CHANGE (+)==>				
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

JUN 15 2010

Kimberly D. Hyatt

Samuel Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Christa S. Terrell* 304-558-8802
 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 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.

HOUSE10A Specifications

SCOPE

This request for quotation is to establish a statewide contract to supply mops, buckets, brooms and household cleaners for all West Virginia state agencies and political subdivisions. It is the intention to award one contract. However, it may be split by category, if it is judged to be in the best interests of the State of West Virginia

All terms and conditions in the written specifications which are absolute and the compliance with can not be waived. Mandatory terms are indicated by the use of the terms *shall, will must, maximum or minimum*.

General Information

1. This is a discount from list contract. All housekeeping materials in bidder's catalog **SHALL** be covered at the percentage discount listed on the HOUSE10A Pricing Pages. **Failure to list the percentage discount on the HOUSE10A pricing page will result in disqualification of the bid.**
2. Catalogs **MUST** be submitted with the bid. NOTE: Internet catalogs must be submitted in paper format.
4. Successful vendor shall provide catalogs/price lists, at no charge, upon request to various state agencies. Additional price lists/catalogs may be required from the vendor at any time. These shall be provided at no cost to the State. State agencies may obtain the catalogs/price lists by contacting the contract coordinator.
5. The catalog/price list may be updated at renewal. If the Purchasing Division extends the offer to renew and the new catalogs have significant price increases, Purchasing may decline and rebid the commodity.
6. Orders shall be delivered within ten (10) working days after orders are received.
7. All bids are to be quoted as F.O.B. destination to any West Virginia location. The minimum order for prepaid shipping to one, in-state destination shall be \$200.00. For orders less than \$200.00, transportation charges (if any) will be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$200.00 limit from a local source to avoid the delivery charges.
Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.

HOUSE10A Specifications

8. Verification of product quality is the responsibility of the vendor. The State of West Virginia may require certified mail test data, certifications or samples for testing of material bid. All costs of test samples shall be borne by the vendor as well as freight costs to and from the agency.
9. The successful bidder shall not substitute any other brand products from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division. **Substitution of products will be grounds for cancelling the contract.**
10. Bidders must be a manufacturer or a regular stocking licensed dealer for the products offered at the time of the bid.
11. Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value and agencies (including political subdivisions) which have used this contract. Successful vendor shall also be able to provide report showing the top 50 items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract. Reports will be sent to: Kelli.A.Winebrenner@wv.gov .
12. Nonconforming materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract.



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RECEIPT TICKET FOR PURCHASE ORDER: HOUSE10A							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001		485-15		BLANKET CONTRACT TO FURNISH HOUSEKE		_____	_____
		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