



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.

AIRFARE02

PAGE

1

BLANKET RELEASE

00

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

2

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

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

*A22102548 404-715-2701
DELTA AIRLINES
1030 DELTA BLVD

ATLANTA GA 30354

04 D 1
R 695

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/29/2004		NET 30		580218548			
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				
			FIMS X----				
	TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. NO CHANGE IN CONTRACT TOTAL						SWC
	EFFECTIVE DATE OF EXTENSION: 03/19/2004 THROUGH 03/19/2005						
	-----NO OTHER CHANGES-----						
	MICROFILMED						
	APR 05 2004						
	PREVIOUS PO TOTAL==> PO NET CHANGE (+)==>						OPEN END
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☒							OPEN END
APPROVED FOR ONE FISCAL YEAR							TOTAL

WV STATE PURCHASING DIVISION
ADMINISTRATION UNIT
CERTIFIED ENCUMBERED

APR 01 2004

Beverly Toler

RETURNED TO BUYER
DATE: 4/7/04

ENTERED

APPROVED FOR ONE FISCAL YEAR

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

EVAN WILLIAMS

304-558-2316

BY *[Signature]*
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.