



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.  
 DIGCOP09A

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  
 5

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

## AGENCY COPY

\*709041827 304-522-7022  
 AARONS PRODUCTS INCORPORATED  
 PO BOX 332  
 HUNTINGTON WV 25708-0332

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

| DATE PRINTED |  | TERMS OF SALE |                 | FEIN/SSN      |            | FUND           |  |
|--------------|--|---------------|-----------------|---------------|------------|----------------|--|
| 12/07/2010   |  | NET 30        |                 | 550488450     |            |                |  |
| 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         | 12/14/2009   |               | 985-64          |               |            |                |  |
|              | DIGITAL COPIERS AND PRINTERS   |               |                 |               |            |                |  |
|              | CHANGE ORDER #05   |               |                 |               |            |                |  |
|              | TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS,<br>CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE<br>ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE<br>ORDERS. |               |                 |               |            |                |  |
|              | EFFECTIVE DATE OF RENEWAL: 12/15/2010<br>THROUGH 06/14/2011  |               |                 |               |            |                |  |
|              | RENEWALS REMAINING: 0  |               |                 |               |            |                |  |
|              | PREVIOUS PO TOTAL==> OPEN END<br>PO NET CHANGE (+)==>  |               |                 |               |            |                |  |

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED

DEC - 8 2010

*Beverly Toler*

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

OPEN END

TOTAL

*Dwayne Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Jo Ann Adkins* 304-558-8801  
*Krista S. Terrell* 12/8/10  
 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.



JOE MANCHIN III  
GOVERNOR

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2018 WASHINGTON STREET, EAST  
P.O. BOX 50130  
CHARLESTON, WEST VIRGINIA 25305-0130

ROBERT W. FERGUSON, JR.  
CABINET SECRETARY

DAVID TINCHER  
DIRECTOR

November 4, 2010

Mark Salmons  
Aarons Products Inc.  
PO Box 332  
1041 8<sup>th</sup> Ave.  
Huntington, WV. 25701

Subject: DIGCOP09A

Dear Mr. Salmons:

The State of West Virginia is offering to renew subject contract under the same terms, conditions and pricing. The renewal dates are December 15, 2010 through June 14, 2011. If your company agrees to this renewal, please sign below and return the original to my attention as soon as possible.

Also attached is an Affidavit that is to be part of the purchase order and is required to be signed and dated.

Please call if you have any questions.

Very truly yours,

Jo Ann Adkins  
Buyer Supervisor  
304.558.8802

Attachment

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

MARK SALMONS  
  
Name/Signature

11/5/10  
Date

STATE of WV Rep  
Title

RECEIVED  
2010 DEC -3 AM 8:29  
WV PURCHASING  
DIVISION

RFQ No. \_\_\_\_\_

DTG0009A

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §81-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Arrows Products, Inc

Authorized Signature: [Signature] Date: 11/5/10

State of West Virginia

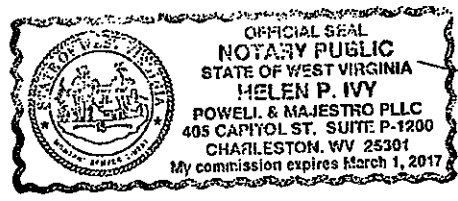
County of Lincoln to-wit:

Taken, subscribed, and sworn to before me this 5 day of December, 2010

My Commission expires March 1, 2017

NOTARY PUBLIC [Signature]

AFFIX SEAL HERE



Purchasing Affidavit (Revised 12/15/09)



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.  
 DIGCOP09A

PAGE  
 \_\_\_\_\_

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  
 5

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

\*709041827      304-522-7022  
 AARONS PRODUCTS INCORPORATED  
 PO BOX 332  
 HUNTINGTON WV    25708-0332

SHIP TO

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

| DATE PRINTED:                                |               | TERMS OF SALE |                              | FEIN/SSN      |            | FUND           |       |
|--|---------------|---------------|------------------------------|---------------|------------|----------------|-------|
| 12/07/2010                                   |               | NET 30        |                              | 550488450     |            |                |       |
| 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                  |               |            |                |       |
| RECEIPT TICKET FOR PURCHASE ORDER: DIGCOP09A |               |               |                              |               |            |                |       |
| LINE   | CATNO         | ITEM NUMBER   | DESCRIPTION                  |               |            | QTY            | DATE  |
| 0001   |               | 985-64        | DIGITAL COPIERS AND PRINTERS |               |            | _____          | _____ |
| 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