



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.
 FOOD08A

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

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

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

 BUCKHANNON WV 26201

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/10/2008		NET 30		550383249			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO	ITEM NUMBER				
			CHANGE ORDER #02				
			TO PROVIDE CLARIFICATION TO CHANGE ORDER NO. 1.				
			FOOD04 EXPIRED: 12/31/2007				
			FOOD08 EFFECTIVE DATE: 01/01/2008				
			FOOD08 CO#1 EFFECTIVE DATE: 02/12/2008				
			SEE ATTACHED MEMO.				
			*****NO ADDITIONAL CHANGES*****				
0001		EA			.00000		
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 MAR 11 2008
Beverly Toler

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

NATHAN MITCHELL 304-55878806

Dawn Workfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

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 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.



JOE MANCHIN III
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

ROBERT W. FERGUSON, JR.
CABINET SECRETARY

DAVID TINCHER
DIRECTOR

MEMORANDUM

Date: March 3, 2008

To: David Sull
State Auditor's Office

From: Ron Price 
Purchasing Division

Subject: FOOD08

This memo is an attempt to clarify the situation with the current food contract. FOOD08A & B were listed as having an effective date of December 1, 2007; however, they were not encumbered until 12/27/07. We are therefore requesting that you honor the pricing on FOOD04 on orders that were placed through December 31, 2007.

After FOOD08 was awarded we received some questions from the two vendors on the contract concerning several of the awarded items. We attempted to fix this with a change order effective on 1/15/08. In the mean time we discovered that the award of the contract was not made in accordance with the terms of the original RFQ. We then attempted to correct this with what became CO#1. We failed to change the effective date on this change order from the aborted change order so therefore the effective date on this change still reads 1/15/08. The encumbrance date was 2/12/08, which should be the actual effective date.

Change order number one on both FOOD08A and B was to correct the original award on this contract and change order number one should therefore replace the original contract effective on the 2/12/08 date. Orders received prior to the 2/12/08 date should be processed in accordance with the original contract. Orders placed after the 2/12/08 date should be processed against change number one for both A and B.

If you have any further questions please contact me. We were in the process of training a new employee on this award which led to some untimely delays in processing the paperwork.



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INVOICE TO
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 VARIOUS LOCALES AS INDICATED
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VENDOR
 *709040106 304-472-5500
 A F WENDLING INC
 PO BOX 661 176 WOOD ST
 BUCKHANNON WV 26201

SHIP TO
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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:			FOOD08A	
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001	393	48	STATEWIDE CONTRACT - OPEN END TO SU				
			SIGNATURE _____				DATE _____
						TOTAL	

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

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE