



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.**  
OFFICE02

**PAGE**  
1

**BLANKET RELEASE**  
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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES INVOICES, AND SHIPPING PAPERS QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

**CHANGE ORDER**  
3

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

**INVOICE TO:**  
ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

**VENDOR:**  
\*502130846 304-755-8172  
OFFICE MAX A BOISE COMPANY  
20 SYLVESTER DRIVE  
WINFIELD WV 25213-9386

**SHIP TO:**

## AGENCY COPY

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

DATE PRINTED 08/12/2004	TERMS OF SALE NET 30	FEIN/SSN 820477390	FUND
SHIP VIA BEST WAY	FOB DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #03		
	<p>THIS CHANGE ORDER IS TO CLARIFY THE NAME CHANGE OF THE VENDOR ON THIS CONTRACT (SEE ABOVE.)</p> <p>THE USE OF THIS CONTRACT SHOULD BE RESTRICTED TO ORDERING VIA INTERNET, PHONE, OR FAX. THE INTERNET IS THE PREFERRED METHOD OF ORDERING.</p> <p>AGENCIES SHOULD NOT VISIT OFFICE MAX RETAIL STORES FOR ROUTINE OFFICE SUPPLY PURCHASES. THE STATE HAS STRICT REPORTING CRITERIA FOR THE VENDOR AND THESE REPORTS ARE BASED ON THE TRADITIONAL ORDERING METHODS STATED ABOVE.</p> <p>YOU MAY MAKE THE EMERGENCY PURCHASES OF LESS THAN \$100.00 AT ANY LOCATION AND THE OFFICE MAX STORE MAY MATCH THE CONTRACT PRICE, BUT THESE SHOULD BE THE EXCEPTION AND NOT THE NORMAL PURCHASING PROCEDURE.</p>				
			PREVIOUS PO TOTAL==>	OPEN	END
			PO NET CHANGE (+)==>		

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED

SEP 08 2004

*Beverly Toler*

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  13478-1309

*James Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468  
 BY *[Signature]* 8/13/04  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END  
**TOTAL**

**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, this contract is automatically null and void, and is terminated without further order.



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08/12/2004	NET 30	820477390	
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		615-99-99-999	MISCELLANEOUS OFFICE SUPPLIES		
RECEIPT TICKET FOR PURCHASE ORDER:				OFFICE02	
LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE
SIGNATURE _____				DATE _____	

**TOTAL**

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

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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

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