

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
 OFFICE07

PAGE
 1

BLANKET RELEASE
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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
 6

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

VENDOR
 *502130846 614-870-4600
 OFFICE MAX INC
 1331 BOLTONFIELD STREET
 COLUMBUS OH 43228

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/09/2009		NET 30		820100960			
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 #06				
TO PROVIDE AND UPDATED OFFICE07 PRICE LIST EFFECTIVE MARCH 1, 2009. *****THE REVISED NET PRICER IS NOW AVAILABLE.***** TO ORDER A COPY OF THE NET PRICER, USE ITEM NUMBER B9-SWVPRICER. *****NO ADDITIONAL CHANGES*****							
						PURCHASING DIVISION CERTIFIED ENCUMBERED MAR 10 2009 <i>Beverly Toler</i>	
PREVIOUS PO TOTAL==>				OPEN END			
PO NET CHANGE (+)==>							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *3/9/09*

OPEN END
 TOTAL

Samuel Mayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY JO ANN ADKINS 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, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

March 4, 2009

Ms. JoAnn Adkins
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, West Virginia 25305-0130

Dear Ms. Adkins:

This memo is being provided to the State of West Virginia to communicate an update effective with the renewal of the OfficeMax agreement on March 1, 2009.

- 1.) Effective March 1, 2009 the OfficeMax full-line catalog can be ordered, the re-order number is **J9-CATALOG-09**.
- 2.) Effective March 1, 2009 the new Net Price List for the State of West Virginia from OfficeMax will be available both in hard-copy and electronic versions.
 - a. To order a hard-copy version please use re-order number **B9-SWVPRICER**.
 - b. To order an electronic version of the 2009 Net Price List, please contact Mick Bell and he email you the new Net Price List in an Excel format.
 - i. Mick Bell – (304) 781-7766 or mickbell@officemax.com

If there are any questions or need for further clarification on the above, please feel free to contact me at (513) 226-1815.

Sincerely,

Steven M. Wilton

Steven M. Wilton
District Sales Manager
OfficeMax

RECEIVED
2009 FEB - 9 AM 11: 37
WV PURCHASING
DIVISION

 OfficeMax®



State of West Virginia
 Department of Administration
 Purchasing Division
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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
					RECEIPT TICKET FOR PURCHASE ORDER: OFFICE07		
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		615-99-99-999	MISCELLANEOUS OFFICE SUPPLIES				
		SIGNATURE _____		DATE _____			
							TOTAL

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 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE