#### Purchase Order

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

PAGE 1

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 7

PURCHASE ORDER NO.

**BLANKET RELEASE** 

DEBT04A

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SEE REVERSE SIDE FOR **TERMS AND CONDITIONS** 

## AGENCY COPY

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

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

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\*709064756 713-776-6839 GC SERVICES LIMITED PARTNERSHI 6330 GULFTON

HOUSTON TX 77081

DATE PRINTED: TERMS OF SALE FEIN/SSN FUND 06/15/2007 760199626 NET30 SHIP VIA FOB: FREIGHT TERM ACCOUNT NUMBER BEST WAY DESTINATION PREPAID MUL-MUL QUANTITY VENDOR ITEM NO. LINE UNIT PRICE AMOUNT **DELIVERY DATE** CAT NO. ITEM NUMBER CHANGE ORDER #07 TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, COMDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. IN CONTRACT TOTAL. NO CHANGE EFFECTIVE DATE OF EXTENSION: 06/15/2007 THROUGH 07/14/2007. \*\*\*\*\*\*\*\*\*\*\*\* NO ADDITIONAL CHANGES \*\*\*\*\*\*\*\*\*\*\* **PURCHASING DIVISION CERTIFIED ENCUMBERED** Beverly Toler PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==> IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE □ OPEN END

BY\_

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL SHELLY MURRAY

TOTAL 304-558-8801

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.
- **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.
- 14. HIPAA Business Associate Addendum The West Viginia 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

ROBERT W. FERGUSON, JR.

CADINET SECRETARY

DAVID TINCHER

DIRECTOR



JOE MANCHIN III
GOVERNOR June 14, 2007

# STATE OF WEST VIRGINIA DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST

P.O. BOX 50130 CHARLESTON, WEST VINGINIA 25305-0130

Richard Allen CHARLES GC Services Limited Partnership 6330 Gulfton Houston, Texas 77081

Subject: DEBT04A

Dear Mr. Allen:

The State of West Virginia is offering to extend subject contract under the same terms, conditions and pricing. The extension dates are June 15, 2007 through July 14, 2007. If your company agrees to this extension, 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.

Jack Mar Caller Just

Vëry truly yours,

JoAnn Adkins Senior Buyer 304/558-8802

Attachment

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

thereto.

Name/Signature

Date

Title

### **Purchase Order**



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PURCHASE ORDER NO... DEBT04A

PAGE

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BLANKET:RELEASE: 00

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CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

VENDOR

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\*709064756 713-776-6839 GC SERVICES LIMITED PARTNERSHI 6330 GULFTON

HOUSTON TX 77081

BY ORDER

S H P T O ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED 06/15/2007	TERMS OF SALE NET 30	FEIN/SSN 760199626	FUND
SHIP VIA BEST WAY	F.O.B DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL
UNE QUANTITY	UOP VENDOR ITEM NO. CATINO: ITEM NUMBER	UNIT PRICE	AMOUNT
	RECEIPT TICK	ET FOR PURCHASE ORI	DER: DEBT04A
LINE CATNO ITEM	NUMBER	DESCRIPTION	QTY DATE
0001 946-33	-99-000 DEBT COLL	CTION SERVICE	
	SIGNATURE		DATE
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IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE			·
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