

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

Purchase Order

H I P

T O

PURCHASE ORDER NO. DEBT04C

PAGE 1

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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 3

> **SEE REVERSE SIDE FOR** TERMS AND CONDITIONS

AGENCY COP

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

ALL STATE AGENCIES Ń V О AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED C BY ORDER T O

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*C14103132 732-777-6262 OSI COLLECTION SERVICES INC 2147 STATE ROUTE 27 #201

EDISON NJ 08817-3329

DATE PRINTED TERMS OF SALE FEIN/SSN FUND 02/27/2006 NET 30 391314048 SHIP VIA F.O.B FREIGHT TERMS ACCOUNT NUMBER BEST WAY DESTINATION PREPAID MUL-MUL **QUANTITY** UOP **VENDOR ITEM NO.** LINE **UNIT PRICE AMOUNT DELIVERY DATE** CAT. NO. **ITEM NUMBER** CHANGE ORDER #03 TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICING AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS. EFFECTIVE DATE OF RENEWAL: FEBRUARY 15, 2006 THROUGH FEBRUARY 14, 2007. RENEWALS REMAINING: NONE ADMINISTRATION UNIT CERTIFIED ENCUMBERED MAR - 1 2006 Beverly Toler PREVIOUS PO TOTAL ==> OPEN END PO NET CHANGE (+)==>

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

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TOTAL

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APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL PŮROHASING DIVISION AŬTHORIZED SIGNATURE

BUYER

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

- 1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance 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.
- **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.
- 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.

Rev. 10/19/04



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AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

EDISON NJ 08817-3329

ALL STATE AGENCIES

BY ORDER

S H I P T

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

DATE PRINTED 02/27/2006 SHIP VIA	TERMS OF SALE NET 30 F.O.B	FEIN/SSN 391314048 FREIGHT TERMS	FUND ACCOUNT NUMBER
BEST WAY	DESTINATION		MUL-MUL
LINE QUANTITY DELIVERY DATE	UOP VENDOR ITEM NO CAT. NO. ITEM NUMBER	UNIT PRICE	AMOUNT
	RECEIPT TICK	ET FOR PURCHASE ORDER	: DEBT04C
LINE CATNO ITEM	NUMBER	DESCRIPTION	QTY DATE
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