## **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

PURCHASE ORDER NO...
DEBT04D

PAGE:

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

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

\*105094230 770-925-5241 RISK MANAGEMENT ALTERNATIVES I 2675 BRECKINRIDGE BLVD

VARIOUS LOCALES AS INDICATED

DULUTH GA 30096

BY ORDER

ALL STATE AGENCIES

AND POLITICAL SUBDIVISIONS

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

DATE PRINTED TERMS OF SALE FEIN/SSN FUND 04/03/2005 NET 30 411880612 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 #02 WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE APR 0 7 2005 ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS. Beverly Toler EFFECTIVE DATE OF RENEWAL: 02/15/2005 THROUGH 02/14/2006 RENEWALS REMAINING: 1 \* PREVIOUS PO TOTAL==> .00 PO INCREASE .00 IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 374505 OPEN END

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL BETTY FRANCISCO

<del>304-5**3**8-</del>0468

TOTAL

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.
- 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.

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VARIOUS LOCALES AS INDICATED

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BY ORDER

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

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	04/03/2005	NET 30	411880612	
SHIP VIA		F.O.B	FREIGHT TERMS	
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BETTY FRANCISCO

304-558-0468