



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.
 FOOD04

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
 4

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

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

I N V O I C E
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

V E N D O R
 *709050456 304-965-9565
 J A WENDLING FOODSERVICE CO
 PO BOX 840
 PINCH WV 25156-0840

S H I P T O

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/12/2005		NET 30		550630594			
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 #04				
TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.							
EFFECTIVE DATE OF RENEWAL: 09/15/2005 THROUGH 09/14/2006							
RENEWALS REMAINING: 1							
*****NO ADDITIONAL CHANGES*****							
PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						OPEN END	
						TOTAL	

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

JUL 18 2005

Beverly Toler

APPROVED FOR ONE FISCAL YEAR BY *BSA7-14-05*

Dwayne Wayfield

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY *Betty Francis* 304-558-0468
 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 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.
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.
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.



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INVOICE TO	ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER
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VENDOR	*709050456 304-965-9565 J A WENDLING FOODSERVICE CO PO BOX 840 PINCH WV 25156-0840
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SHIP TO	ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER
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DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
07/12/2005	NET 30	550630594	
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.	CAT. NO.	ITEM NUMBER	DESCRIPTION		QTY	DATE
					RECEIPT TICKET FOR PURCHASE ORDER:			FOOD04
0001		393-48			STATEWIDE CONTRACT-OPEN END TO SUPP			
					SIGNATURE _____			DATE _____

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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE