



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.  
 FOOD08B

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  
 2

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

0-100-0422  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

## AGENCY COPY

0002  
 \*C16132728 01 800-624-8578  
 US FOODSERVICE WV  
 2575 VIRGINIA AVENUE  
 HURRICANE WV 25526

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/10/2008		NET 30		363642294			
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 #02				
			TO PROVIDE CLARIFICATION TO CHANGE ORDER NO. 1.				
			FOOD04 EXPIRED: 12/31/2007				
			FOOD08 EFFECTIVE DATE: 01/01/2008				
			FOOD08 CO#1 EFFECTIVE DATE: 02/12/2008				
			SEE ATTACHED MEMO.				
			*****NO ADDITIONAL CHANGES*****				
						PURCHASING DIVISION CERTIFIED ENCUMBERED MAR 11 2008 <i>Beverly Toler</i>	
0001		EA			.00000		
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				
						OPEN END	
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *JH 3/10/08*

*Dwayne Workfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

NATHAN MITCHELL 304-558-8806  
 BY *[Signature]*  
 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.
  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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



JOE MANCHIN III  
GOVERNOR

STATE OF WEST VIRGINIA  
**DEPARTMENT OF ADMINISTRATION**  
**PURCHASING DIVISION**  
2019 WASHINGTON STREET, EAST  
P.O. BOX 50130  
CHARLESTON, WEST VIRGINIA 25305-0130

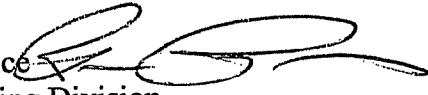
ROBERT W. FERGUSON, JR.  
CABINET SECRETARY

DAVID TINCHER  
DIRECTOR

MEMORANDUM

Date: March 3, 2008

To: David Sull  
State Auditor's Office

From: Ron Price   
Purchasing Division

Subject: FOOD08

This memo is an attempt to clarify the situation with the current food contract. FOOD08A & B were listed as having an effective date of December 1, 2007; however, they were not encumbered until 12/27/07. We are therefore requesting that you honor the pricing on FOOD04 on orders that were placed through December 31, 2007.

After FOOD08 was awarded we received some questions from the two vendors on the contract concerning several of the awarded items. We attempted to fix this with a change order effective on 1/15/08. In the mean time we discovered that the award of the contract was not made in accordance with the terms of the original RFQ. We then attempted to correct this with what became CO#1. We failed to change the effective date on this change order from the aborted change order so therefore the effective date on this change still reads 1/15/08. The encumbrance date was 2/12/08, which should be the actual effective date.

Change order number one on both FOOD08A and B was to correct the original award on this contract and change order number one should therefore replace the original contract effective on the 2/12/08 date. Orders received prior to the 2/12/08 date should be processed in accordance with the original contract. Orders placed after the 2/12/08 date should be processed against change number one for both A and B.

If you have any further questions please contact me. We were in the process of training a new employee on this award which led to some untimely delays in processing the paperwork.



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			FOOD08B	
0001		393-48	STATEWIDE CONTRACT - OPEN END TO SU			QTY	DATE
			SIGNATURE _____			DATE _____	

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TOTAL

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE