

Purchase Order



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

PURCHASE ORDER NO
 HRDEV09

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

AGENCY COPY

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

*201144332 304-556-4839
 EPIPHANY CONSULTING LLC
 PO BOX 9296
 SOUTH CHARLESTON WV 25309

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/10/2008		NET 30		550778747			
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				
	1. TO CORRECT LIFE OF CONTRACT FROM ORIGINAL AWARD. *** THE LIFE OF CONTRACT WILL REMAIN UNCHANGED FROM DEP13883, BEGINNING 02/01/2007 AND EXTENDS FOR A PERIOD OF TWO (2) YEARS AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR RENEWAL TERMS. SEE ATTACHED.						
	2. 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: 02/01/2009 THROUGH 01/31/2010						
	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"/>						PURCHASING DIVISION CERTIFIED ENCUMBERED DEC 12 2008 <i>Beverly Tolson</i>	
						OPEN END	
						TOTAL	

APPROVED FOR
 ONE FISCAL YEAR
George Wayfield

J. 12/10/08

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY JO ANN ADKINS 304-558-8802
 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 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 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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Purchase Order

PURCHASE ORDER NO.
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CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF ADMINISTRATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304

*201144332 304-556-4839
 EPIPHANY CONSULTING LLC
 PO BOX 9296
 SOUTH CHARLESTON WV 25309

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF ADMINISTRATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
01/17/2007	NET 30	550778747			
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		
	MANUAL ADJUSTMENTS OF PATTERNS CREATED FROM ONE OR MORE FROM A VARIETY OF OPTIONS (OTHER EMPLOYEE ASSESSMENTS, SUPERVISOR QUESTIONNAIRES, AN ASSESSMENT LIBRARY PROVIDED BY THE VENDOR). PATTERNS SHOULD BE EASY TO UNDERSTAND AND CLEARLY RELEVANT TO THE JOB. PATTERNS MUST SHOW A HIGH CORRELATION TO ON THE JOB PERFORMANCE AND SUCCESS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE FEBRUARY 1, 2007, AND EXTENDS FOR A PERIOD OF TWO (2) YEARS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,				

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



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INVOICE TO
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VENDOR
 *201144332 304-556-4839
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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: HRDEV09							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		961-20	CONSULTING (NOT OTHERWISE CLASSIFIE				
			SIGNATURE _____			DATE _____	
						TOTAL	

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 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE