

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.
 OFFICE07

PAGE
 1

BLANKET RELEASE
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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
 4

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

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

*502130846 304-521-2950
 OFFICE MAX INC
 1331 BOLTONFIELD STREET
 COLUMBUS OH. 43228

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
04/16/2008	NET 30	820477390	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO
	DELIVERY DATE	CAT.NO	ITEM NUMBER
			CHANGE ORDER #04
			TO PROVIDE AND UPDATED OFFICE07 PRICE LIST EFFECTIVE MARCH 1, 2008.
			*****THE REVISED NET PRICER IS NOW AVAILABLE.***** TO ORDER A COPY OF THE NET PRICER, USE ITEM NUMBER B9-SWVPRICER.
			*****NO ADDITIONAL CHANGES*****
			PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>
			PURCHASING DIVISION CERTIFIED ENCUMBERED APR 21 2008 <i>Beverly Toler</i>
			OPEN END
			TOTAL

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

JA 4/16/08

Dawn Wayfield

JO ANN ADKINS

304-558-8802

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

**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.



1825 Airport Exchange Blvd.
Suite 150
Erlanger, KY 41018

April 15, 2008

Ms. Jo Ann Adkins
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, West Virginia 25305-0130

Dear Ms. Adkins:

This memo is being provided to communicate the following updates regarding the contract "OFFICE07" with OfficeMax:

- Effective March 1, 2008 the new and updated pricing has been made available to the State of West Virginia.
 - Throughout the month of March 2008 there were some items that were priced incorrectly, some higher and some lower than what the "OFFICE07" outlined. OfficeMax has corrected the pricing and is in the process of identifying any undercharges or overcharges and will be crediting or debiting those specific invoices.
- The 2008 State of West Virginia Net Pricer is now available for re-order. This new version has been revised effective April 1, 2008 and states that it is a revision on the cover. In addition, we have changed the color of the cover to orange, to provide distinction from the incorrect Net Pricer that was originally made available in March.
 - The proper re-order number for the **NEW** Net Pricer is **B9-SWVPRICER**
 - The 2008 full-line catalog from OfficeMax can be re-ordered as well by using the part number **J9-CATALOG08**
- An updated CD that contains all of the 2008 prices from OfficeMax, including the changes that were identified and revised will be sent to your attention.

If there are any questions or need for further clarification on the above, please feel free to contact me at 1-800-578-3033.

Sincerely,

A handwritten signature in black ink that reads "Steven M. Wilton".

Steven M. Wilton
District Sales Manager
OfficeMax



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VENDOR

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 OFFICE MAX INC
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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER			QTY	DATE
0001			615-99-99-999 MISCELLANEOUS OFFICE SUPPLIES				
			SIGNATURE _____		DATE _____		
						TOTAL	

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APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE