



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.
 PAINT03

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
 1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

*709022250 01 502-588-9352
 PITTSBURGH PAINT
 528 FAIRMONT AVENUE
 FAIRMONT WV 26554

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

DATE PRINTED 05/17/2004	TERMS OF SALE NET 30	FEIN/SSN 251612585	FUND
SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #01		
TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.					
EFFECTIVE WITH THIS RENEWAL, ADD THE FOLLOWING:					
ITEM #	DESCRIPTION			COST	
78	3/4" NAP ROLLER-PART # WBC14708			\$2.50/EACH	
EFFECTIVE DATE OF RENEWAL: 05/01/2004 THROUGH 04/30/2005					
RENEWALS REMAINING: 1					
-----NO ADDITIONAL CHANGES-----					
PREVIOUS PO TOTAL==> OPEN END					
PO NET CHANGE (+)==>					

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

JUN 03 2004

Beverly Toler

APPROVED FOR
 ONE FISCAL YEAR
Dwayne Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 13276-204

OPEN END

TOTAL

BETTY FRANCISCO 304-558-0468
Betty Francisco
 BY 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 is automatically null and void, and is terminated without further order.



PPG Architectural Finishes, Inc.

528 Fairmont Avenue Fairmont, West Virginia 26554-5102 USA Phone: (304) 366-3482 Fax: (304) 366-3968

To: Betty Francisco
Department of Administration
Purchasing Division

From: John Lodge
Pittsburgh Paint

Re: Paint 03 Contract Renewal

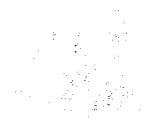
Pittsburgh Paint would like to request a renewal of the Paint 03 Contract under the same terms conditions and pricing from 5-1-04 thru 4-30-05. In addition upon request by Betty Francisco to add 3/4" nap roller Part# WBC 14708

Price \$2.50

Sincerely,

A handwritten signature in black ink, appearing to read 'John R. Lodge', written in a cursive style.

John Lodge- Area Manager



Faint, illegible text or markings across the middle of the page, possibly bleed-through from the reverse side.



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			RECEIPT TICKET FOR PURCHASE ORDER:		PAINT03
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY DATE
0001	145-45	01-001		BLANKET CONTRACT FOR PAINT	
		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

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