



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
 2

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE

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

AGENCY COPY

POD/ZIP

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

 FAIRMONT WV 26554

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/12/2004		NET 30		251612585			
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				
	REPLACE ITEMS 27, 28, 29 AND 30 (DISCONTINUED) WITH THOSE PER THE ATTACHED LETTER FROM VENDOR. NOTE: PRICES REMAIN THE SAME FOR THE ITEMS.						
	-----NO ADDITIONAL CHANGES-----						
					WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED OCT 18 2004 <i>Beverly Toler</i>		
				PREVIOUS PO TOTAL==>	OPEN	END	
				PO NET CHANGE (+)==>			

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

DS 10-12-04

OPEN END

TOTAL

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO

304-558-0468

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 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

October 1, 2004

Betty Francisco
West Virginia Purchasing Division
2019 Washington Street, West
Charleston, West Virginia 25305

Per our previous conversations and information sent to you, the following shall replace Items 27, 28, 29 and 30 on the PAINT03 contract as follows:

Item	PPG #	Quality	Description	Volume Solids	Gallon Price (or Each)	5 Gallon Price
27	77-1310	P	Exterior stain solid color oil	56% +- 2%	10.79	53.95
28	77-1660	P	Exterior stain semi-transparent oil	31.3% +-2%	10.59	52.95
29	77-1110	P	Exterior stain solid color latex	35.6% +- 2%	8.62	43.10
30	77-1460	P	Exterior stain semi-transparent acrylic/oil	20.9% +- 2%	9.97	49.85

This change shall be effective October 1, 2004.

Very truly yours,

John Lodge
Area Manager

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