



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.
PHOTO2004

PAGE
1

BLANKET RELEASE
00

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

AGENCY COPY

VENDOR

*709033128 703-591-8000
 FULLER & DALBERT INC
 PO BOX 2706
 3170 CAMPBELL DR
 FAIRFAX VA 22031

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/14/2004		NET 30		530070960			
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				
0001	04/30/2005	JB	655-75-97-000		0.00000		
	FILM: PHOTOGRAPHIC AND SUPPLIES						
	EFFECTIVE DATE: MAY 1, 2004.						
	BLANKET PURCHASE ORDER						
	TO PROVIDE PHOTOGRAPHIC FILM, SUPPLIES, AND PAPER TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS.						
	NOTE: FOREIGN FILM NOT ACCEPTABLE.						
	VENDOR TO MAIL CATALOGS/PRICE LISTS TO THE ATTACHED LIST OF AGENCIES AT NO MAILING COST TO THE STATE. THE VENDOR MAY BE REQUIRED TO PROVIDE ADDITIONAL CATALOGS AND OR PRICE LISTS TO ALL AGENCIES AS REQUESTED.						
	THE VENDOR WILL BE RESPONSIBLE FOR ALL MAILING COST.						
						WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED	
						APR 20 2004	
						<i>Beverly Toler</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						OPEN END	
						TOTAL	
						304-558-2316	

Dwayne Wayfield

EVAN WILLIAMS

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 is automatically null and void, and is terminated without further order.



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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	VENDOR TO COMPLETE THE FOLLOWING CONTACT PERSON: WILLIAM O. MCNAIR..... COMPANY NAME FULLER & DALBERT, INC..... ADDRESS 3170 CAMPBELL DRIVE..... STATE & ZIP FAIRFAX, VA 22031..... TELEPHONE NUMBER 703-591-8000..... TOLL FREE NUMBER 800-752-5394..... FAX NUMBER 703-385-1740..... VENDOR MUST PROVIDE CATALOGS/PRICE LISTS FREE OF CHARGE TO ALL STATE AGENCIES & POLITICAL SUBDIVISIONS. THE VENDOR WILL BE ISSUED A MAILING LIST OF ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS. GENERAL CONDITIONS ALL PRODUCTS FURNISHED MUST BE LISTED IN THE MOST CURRENT EDITION OF EASTMAN KODAK'S AND POLAROID'S PROFESSIONAL STOCK HOUSE CATALOG(S). MANUFACTURER'S CURRENT PRICE LIST SHALL BE INCLUDED AND IDENTIFIED WITH THE BID. THIS PRICE LIST WILL BE USED AS A BASIS FOR ANY FUTURE PRICE ADJUSTMENT.						
						TOTAL	

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

EVAN WILLIAMS

304-558-2316

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
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<p>VENDORS MUST OFFER A SINGLE PERCENT DISCOUNT FROM THE PRICE LIST FOR ALL ITEMS. DIFFERENT DISCOUNTS FOR VARIOUS SECTIONS (ITEMS) WILL BE CAUSE FOR REJECTION OF THE BID.</p> <p>SINGLE PERCENT DISCOUNT QUOTED FROM KODAK PRICE LIST. 42.70% CONSUMER 02/01/04 AND PROFESSIONAL 11/01/03.</p> <p>SINGLE PERCENT DISCOUNT QUOTED FROM POLAROID PRICE LIST 55.60% PRICE LIST DATE 02/01/04.</p> <p>VENDOR IS TO PROVIDE AN EIGHT MONTH SUMMARY REPORT OF PROCUREMENT VOLUMNS BY ITEM. THIS IS A SINGLE REPORT WHICH IS TO BE FURNISHED PRIOR TO THE END OF THE NINTH MONTH OF THE CONTRACT. REPORT IS TO BE DELIVERED TO THE PURCHASING DIVISION, STATE CAPITAL COMPLEX, 2019 WASHINGTON STREET, EAST, PO BOX 50130, CHARLESTON, WV 25305-0130.</p>							

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TOTAL

EVAN WILLIAMS

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 PURCHASING DIVISION AUTHORIZED SIGNATURE

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EXHIBIT 3

LIFE OF CONTRACT: This contract becomes effective on May 1, 2004 and extends for a period of one (1) year or until such "reasonable time" there-after 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, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a Spending Unit to purchase on the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

QUANTITIES: Quantities listed in the requisition are approximations only, based on estimates supplied by the State Spending Unit. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of contract, whether more or less than the quantities shown.

ORDERING PROCEDURE: Spending Unit(s) shall issue a written State Contract Order (form number WV-39) to the Vendor for commodities covered by this contract. The original copy of the WV-39 shall be mailed to the Vendor as authorization for shipment, a second copy mailed to the Purchasing Division, and a third copy retained by the Spending Unit.

BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void and is terminated without further order.

