

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

PURCHASE ORDER NO. SYSFURNO2A 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** 

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

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**\*709055848** ACCESS SYSTEMS 4108 MACCORKLE AVENUE SE

CHARLESTON WV

25304

304-340-4288

DATE PRINTED TERMS OF SALE FEIN/SSN FUND 08/10/2003 NET 30 550684486 SHIP VIA F.O.B. FREIGHT TERMS ACCOUNT NUMBER BEST WAY DESTINATION PREPAID MUL-MUL QUANTITY UOP VENDOR ITEM NO. LINE **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. WY STATE PURCHASING DIVISION ADMINISTRATION CARE EFFECTIVE DATE OF RENEWAL: 08/12/2003 CERTIFIED ENGUMBERED THROUGH 08/11/2004 AUG 2 1 2003 RENEWALS REMAINING: 1 ----NO ADDITIONAL CHANGES----0.00000 Beverly Toler 0001 JB 08/01/2002 425-94 OFFICE FURNITURE, PANEL SYSTEMS, CHAIRS, ETC. PREVIOUS PO TOTAL ==> .00 . PO INCREASE .00

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

OPEN END

TOTAL

BETTY ERANCISCO \ SOMB BUC ESUND!

304-558-0468

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 otherwhole being made available. In the event funds are not appropriated or otherwise available for thes pervices 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.
- WARRANTY: The Seller explessly 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 the arthe 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 Feder... and State taxes and will not pay or reimburse such taxes.
- 12. RENEV: Any reference to automatic renewal is hereby deleted. The Contract may be renewed by 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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ALL STATE AGENCIES

BY ORDER

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VARIOUS LOCALES AS INDICATED
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	DATE PRINTED	TERMS OF SALE	FEIN/SSN.	FUND 3
08/10/2003		NET 30	550684486	
				ACCOUNT NUMBER
BEST WAY		DESTINATION	PREPAID	MUL-MUL
LINE	QUANTITY DELIVERY DATE (	UOP VENDOR ITEM NO. CAT. NO. ITEM NUMBER	UNIT PRICE	AMOUNT
LINE	CATNO ITEM	RECEIPT TICKE	T FOR PURCHASE ORDER:  DESCRIPTION  INITURE, PANEL SYSTEMS  DA	QTY DATE
F APPRO	VAL AS TO FORM IS REQU	JIRED BY ATTORNEY GENERAL, CH	HECK HERE []	

**BETTY FRANCISCO** 

304-558-0468

RV

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE

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