



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.
 TEMP04A

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
 2

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

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

AGENCY COPY

*709052549 304-766-4894
 WV ASSOC OF REHAB FACILITIES
 PO BOX 745
 INSTITUTE WV 25112

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
07/14/2004	NET 30	550633886			
SHIP VIA	FOB	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		
EFFECTIVE JULY 1, 2004, PRICING FOR TEMP04A SHALL BE PER THE ATTACHED "STATE USE COMMITTEE FAIR MARKET PRICE CHANGE TO TEMP04A", ONE PAGE.					
-----NO ADDITIONAL CHANGES-----					
WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED JUL 19 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 *B#47-1407*

TOTAL
 OPEN END

Samuel Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468
 BY *Betty Francisco* 7/14/04
 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.

State Use Committee Fair Market Price Change to TEMP04A

Effective July 1, 2004

CLASSIFICATION	REGION I	REGION II	REGION III	REGION IV
	New State Fee at .0375	New State Fee at .0375	New State Fee at .0375	New State Fee at .0375
Accounting Technician 2	9.71	9.34	10.47	9.74
Administrative Services Assistant 1	10.42	9.61	11.90	10.45
Data Entry Operator 1	8.83	8.83	9.31	8.83
Executive Secretary	10.71	9.85	11.80	10.48
Health Service Worker	11.22	8.99	10.51	9.99
Laborer	8.86	8.46	9.37	8.29
Office Assistant I	8.82	8.20	8.93	8.63
Office Assistant 3	10.00	9.15	10.26	9.39
Paralegal	11.65	10.61	13.11	11.59
Word Processor	9.74	9.36	10.11	9.25

