



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.**  
 TEMP04E

**PAGE**  
 1

**BLANKET RELEASE**  
 00

**CHANGE ORDER**  
 1

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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

## AGENCY COPY

\*307105424      304-746-8888  
 EXPRESS PERSONNEL SERVICES  
 47 RHL BLVD  
 SOUTH CHARLESTON WV 25309

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

DATE PRINTED 06/08/2004	TERMS OF SALE NET 30	FEIN/SSN 550770608	FUND
SHIP VIA BEST WAY	FOB 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		
<p>THIS CHANGE ORDER IS TO CLARIFY THE ORDERING PROCEDURE FOR OBTAINING TEMPORARY WORKERS:</p> <p>STATE AGENCIES SHALL SEND THE RELEASE ORDER DIRECTLY TO THE VENDOR(S) FOR TEMPORARY EMPLOYEES WHEN THE REQUEST DOES NOT EXCEED 320 HOURS.</p> <p>IF THE REQUEST FOR TEMPORARY EMPLOYEES EXCEEDS 320 HOURS, A WV-35 SHALL BE SENT TO THE PURCHASING DIVISION. AGENCIES USING TEAM MAY ENTER A TEAM REQUISITION. PURCHASING WILL SUBMIT RELEASE TO VENDOR IF THE REQUISITION IS TO A VENDOR OTHER THAN WVARF, YOU MUST SEND A COPY OF THE WAIVER FROM WVARF.</p> <p>IF THE REQUISITION IS NOT TO THE LOW-COST PROVIDER, A COPY OF YOUR DOCUMENTATION THAT INDICATES YOU CONTACTED THE LOW-COST PROVIDER(S) FOR THE CLASSIFICATION IN YOUR AREA MUST ALSO BE INCLUDED.</p> <p>ATTACHED IS THE FORM VENDORS ARE TO USE TO MEET THE REPORTING REQUIREMENTS OF TEMP04. EACH VENDOR SHALL SUBMIT QUARTERLY CONTRACT REPORTS (THREE MONTHS</p>					

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED

JUN 18 2004

*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *12146-1684*

OPEN END

**TOTAL**

*Dawn Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisgo*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE  
 304-558-0468

**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.



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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				
FROM THE BEGINNING OF THE CONTRACT - NOT FISCAL (OR ANNUAL QUARTERS) TO:							
BETTY FRANCISCO PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305-0130							
VENDORS SHALL ALSO SEND THE EXCEL REPORT ELECTRONICALLY, EITHER VIA E-MAIL TO:  BFRANCISCO@WVADMIN.GOV							
OR VIA COMPUTER DISK. REPORTS MUST BE RECEIVED WITHIN 30 DAYS AFTER THE END OF EACH THREE-MONTH PERIOD.							
-----NO ADDITIONAL CHANGES-----							

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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