



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.
 TEMP04K

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMB
 MUST APPEAR ON ALL PACKAGI
 INVOICES, AND SHIPPING PAPER
 QUESTIONS CONCERNING THIS PL
 CHASE ORDER SHOULD BE DIRECT
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 1

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

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

*016151113 304-637-4114
 TEMPORARY EMPLOYMENT SERVICES
 212 DAVIS AVENUE
 ELKINS WV 26241

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/08/2004		NET 30		550719038			
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 #01				
	THIS CHANGE ORDER IS TO CLARIFY THE ORDERING PROCEDURE FOR OBTAINING TEMPORARY WORKERS:						
	STATE AGENCIES SHALL SEND THE RELEASE ORDER DIRECTLY TO THE VENDOR(S) FOR TEMPORARY EMPLOYEES WHEN THE REQUEST DOES NOT EXCEED 320 HOURS.						
	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. 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.						
	ATTACHED IS THE FORM VENDORS ARE TO USE TO MEET THE REPORTING REQUIREMENTS OF TEMP04. EACH VENDOR SHALL						
						WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED JUN 18 2004 <i>Beverly Toler</i>	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *BJ 6-16-04*

OPEN END

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco*
 BETTY FRANCISCO 304-558-0468

PURCHASING DIVISION AUTHORIZED SIGNATURE

TOTAL

**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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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	SUBMIT QUARTERLY CONTRACT REPORTS (THREE MONTHS 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-----						

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TOTAL

APPROVED AS TO FORM BY
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BY _____
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