



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.**  
 WATERT03

**PAGE**  
 1

**BLANKET RELEASE**  
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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**  
 2

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

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

## AGENCY COPY

\*709035725 304-525-7888  
 WATER WORKS & INDUSTRIAL SUPPL  
 PO BOX 585  
 2525 GUYAN AVENUE  
 HUNTINGTON WV 25710

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

DATE PRINTED 09/27/2004	TERMS OF SALE NET 30	FEIN/SSN 550351990	FUND
SHIP VIA BEST WAY	FOB DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY DELIVERY DATE	UOP CAT. NO.	VENDOR ITEM NO. ITEM NUMBER	UNIT PRICE	AMOUNT
			CHANGE ORDER #02		
	TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.				
	EFFECTIVE DATE OF RENEWAL: 09/01/2004 THROUGH 08/31/2005				
	RENEWALS REMAINING: 1				
	PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>				

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED  
 SEP 30 2004  
*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *BSA 9-27-04*

APPROVED FOR ONE FISCAL YEAR

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

PAM JONES  
 BY *Pam Jones 9/27/04*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END  
**TOTAL**  
 304-558-0067

**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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**CHANGE ORDER**  
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**INVOICE TO**

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

**RODNEY**

\*709035725      304-525-7888  
 WATER WORKS & INDUSTRIAL SUPPL  
 PO BOX 585  
 2525 GUYAN AVENUE  
 HUNTINGTON WV 25710

**SHIP TO**

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

<b>DATE PRINTED</b> 09/27/2004	<b>TERMS OF SALE</b> NET 30	<b>FEIN/SSN</b> 550351990	<b>FUND</b> _____
<b>SHIP VIA</b> BEST WAY	<b>F.O.B.</b> DESTINATION	<b>FREIGHT TERMS</b> PREPAID	<b>ACCOUNT NUMBER</b> MUL-MUL

LINE	QUANTITY		UOP CAT. NO.	VENDOR ITEM NO. ITEM NUMBER	UNIT PRICE	AMOUNT	
	DELIVERY DATE						
				RECEIPT TICKET FOR PURCHASE ORDER:			WATERT03
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001		885-70		ALUMINUM SULFATE, 50 LB. BAG, GROUND		_____	_____
			SIGNATURE _____		DATE _____		

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