



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.  
WVARF04

PAGE  
1

BLANKET RELEASE  
00

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  
23

SEE REVERSE SIDE FOR  
TERMS AND CONDITIONS

## AGENCY COPY

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

\*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	
03/14/2008		NET 30		550633886			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		VAR-VAR	
LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
CHANGE ORDER #23							
TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.							
EFFECTIVE DATE: 04/01/08 THROUGH 06/30/08							
PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>							
						PURCHASING DIVISION CERTIFIED ENCUMBERED  MAR 20 2008  <i>Beverly Toler</i>	
						OPEN END	

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

*Dan W. Mayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Jo Ann Adkins* 3/18/08  
 JO ANN ADKINS 304-558-8802  
 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 or 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 may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



**Governor's Committee**  
For the Purchase of Commodities & Services  
From the Handicapped  
1900 Kanawha Boulevard, East  
State Capitol, Room E-119  
Charleston, West Virginia 25305-0120  
304.558.1783

March 12, 2008

Mr. David Tincher, Director  
Division of Purchasing  
WV Department of Administration  
2019 Washington Street East  
Charleston, West Virginia 25305

Dear Mr. Tincher,

Please extend the WVARF 04 contract through Monday, June 30, 2008.

Sincerely,

Penney A. Hall  
Chairperson

c: Jo Ann Adkins, Senior Buyer  
Glenn McEndree, WVARF Executive Director

RECEIVED  
2008 MAR 13 AM 9:57  
WV PURCHASING  
DIVISION



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.  
 WVARF04

PAGE  
 \_\_\_\_\_

BLANKET RELEASE  
 00

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  
 23

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

C O U N T Y

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

P O B O X

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

S H I P T O

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/14/2008		NET 30		550633886			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		VAR - VAR	
LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE		AMOUNT
	DELIVERY DATE	CAT NO	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:		WVARF04		
LINE	CATNO	ITEM	DESCRIPTION		QTY	DATE	
0002	485	74	ABSORBENT BLANKET KIT (AP150)		_____	_____	
SIGNATURE _____			DATE _____				
							TOTAL

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

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE