

PURCHASE  
REQUISITION

This is **NOT** an approved  
Purchase Order

WEST VIRGINIA  
NORTHERN  
COMMUNITY COLLEGE

Date:

Will the vendor accept credit card  
payments without charging a credit card  
processing fee?  

Yes 

No

VENDOR NAME, ADDRESS, CONTACT

SHIP TO: WV Northern Community College

ATTN:

ALL ORDERS ARE  
TAX EXEMPT  
ID: 550530182  
  
SUBJECT TO THE  
TERMS AND  
CONDITIONS AS  
PRESENTED ON THE  
NEXT PAGE.

DEPT NAME:

REQUESTOR:

EXT:

BUSINESS PURPOSE

ITEM#	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	1	SHIPPING		
TOTAL				

FUNDING INFORMATION

LINE #	FUND	ORG	ACCOUNT	ACTIVITY	AMOUNT
1					
2					
3					
4					

TOTAL ENCUMBRANCE

For Non-Payment Cardholders ONLY

Business Office to Order

BUDGET MANAGER

DATE

CFO

DATE

CABINET MEMBER

DATE

PRESIDENT

DATE

## **GENERAL TERMS & CONDITIONS PURCHASES/CONTRACTS**

- 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 West Virginia 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 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.