



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:
 TOOLS06

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
 3

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

*408110618 304-949-7100
 HAGEMeyer NA
 11301 MACCORKLE AVE

 CHARLESTON WV 25315

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/28/2007		NET 30		562281578			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO	ITEM NUMBER				
			CHANGE ORDER #03				
			TO CANCEL THIS CONTRACT EFFECTIVE OCTOBER 28, 2007				
			PER THE ATTACHED.				
			*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				
						OPEN END	

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 OCT 1 2007
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *9/28/07*

Dwayne Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

JO ANN ADKINS
 BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

TOTAL
 304-558-8802

**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.

Memorandum

TO: File TOOLS06

FROM: Jo Ann Adkins, Senior Buyer

SUBJECT: Cancellation of TOOLS06

General Services submitted a vendor complaint stating that they were having the following numerous issues with the vendor.

Ships purchase orders incomplete, which results in multiple invoices and complicates the ability to track orders.

Failure to deliver purchase orders in 5 days.

Inefficient stocking levels and can not meet demand.

Failure to reconcile website pricing to match that of the approved catalog pricing.

Failure to deliver requested catalogs to GSD satellite facilities.

On September 27, 2007, Hegemeyer placed the State of West Virginia on Credit Hold and advised they were unable to process any additional orders until resolved. The Purchasing Division will be working with Hegemeyer to get invoice issues resolved.



HAGEMEYER™

HAGEMEYER NORTH AMERICA HOLDINGS, INC. • 11680 GREAT OAKS WAY • ALPHARETTA, GEORGIA 30022
OFFICE 678.746.2400 • FAX 678.746.2555 • WWW.HAGEMEYERNA.COM

CREDIT HOLD NOTIFICATION

Thursday, September 27, 2007

Customer Name: State of West Virginia GSD Administration

Account #: Y8-036278

In Hagemeyer North America's efforts to best serve you, this account was given a credit line of \$50,000 with the understanding that the account would be paid in a timely fashion. Our records indicate that there is currently a past due balance of **\$44,311.67**. Therefore, effective immediately, this account has been placed on *credit hold*. We are unable to process any additional orders until the past due balance has been resolved.

OVER 90	30305.41
61 - 90	1974.12
31 - 60	3647.56
1 - 30	8384.58
CURRENT	5523.64
BALANCE	49835.31
DISPUTED	

Should you have questions or concerns, please contact Credit Associate Joyce Love or Credit Manager Laura Clymer. Please forward this notification to all responsible parties.

Thank you.

Joyce Love
11680 Great Oaks Way
Alpharetta, GA 30022
(678) 746-2842
jlove@hagemeyerna.com



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INVOICE TO

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VENDOR

*408110618 304-949-7100
 HAGEMEYER NA
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 CHARLESTON WV 25315

SHIP TO

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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				
			RECEIPT TICKET FOR PURCHASE ORDER:			TOOLS06	
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		445-00-99-000	TOOLS, ALL VARIETIES				
			SIGNATURE _____		DATE _____		
						TOTAL	

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APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE