

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO
 FASTEN05

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
 4

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

AGENCY COPY

VENDOR

*709030224 02 507-453-8339
 FASTENAL COMPANY
 2001 THEURER BOULEVARD
 WINONA MN 55987

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
09/12/2007		NET 30		410948415	
SHIP VIA		F.O.B		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 #04		
TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. DISCOUNT HAS BEEN INCREASED TO 35% FROM THE WHOLESALE PRICE LIST. EFFECTIVE DATE OF RENEWAL: AUGUST 1, 2007 THROUGH JULY 31, 2008. RENEWALS REMAINING: 0 *****NO ADDITIONAL CHANGES*****					
				PREVIOUS PO TOTAL==>	OPEN END
				PO NET CHANGE (+)==>	
					OPEN END
					TOTAL
					304-558-8802

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 SEP 12 2007
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 9/12/07

APPROVED AS TO FORM YEAR
Dawn Wayfield

JO ANN ADKINS 304-558-8802

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

**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 is automatically null and void, and is 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.



INDUSTRIAL & CONSTRUCTION SUPPLIES

Corporate Headquarters

2001 Theurer Blvd. • Winona, MN 55987
Phone: 507-453-8000 • Fax 507-453-8049
Buy it online! www.fastenal.com

July 25, 2007

JoAnn Adkins
Senior Buyer
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Dear JoAnn:

I am writing you concerning the renewal of contract FASTEN05. Fastenal Company is agreeing to the same terms and conditions with the exception of the pricing file. Enclosed you will find the current West Virginia price list in hard copy and electronic format. Fastenal Company has increased the State of West Virginia's Fastener Discount to 35%. This pricing will take effect August 1, 2007 to coincide with the renewal period. If you have any questions or concerns in regard to this renewal, please contact Donnalee Papenfuss, Executive Director of Government & Diversity Affairs, at 507-453-8339.

Thank you.

Sincerely,

Steve Rucinski
Senior Vice President of Sales
Fastenal Company



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	DELIVERY DATE	CAT NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			FASTEN05	
			DESCRIPTION			QTY	DATE
0001		615-71	FASTENERS			_____	_____
			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