



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.
 RSHEET05

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
 1

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

AGENCY COPY

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

I N V O I C E T O
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

V E N D O R F O R
 *709030117 07 612-733-0582
 3M COMPANY
 3M CENTER BLDG 225-5S-08
 BOX 33225
 ST PAUL MN 55133-3225

S H I P T O

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/02/2005		NET 30		410417775			
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 #01				
	THIS CHANGE ORDER IS TO ADD ITEM K4736E, WILDLIFE DEER, PROCESS COLOR @ \$5,933.09/ROLL + \$266.75 DESIGN CHANGE. THIS PRICE REMAINS THE SAME REGARDLESS OF THE NUMBER OF ROLLS ORDERED. SEE THE ATTACHED LETTER DATED JULY 22, 2005, FROM VENDOR.						
	*****NO ADDITIONAL CHANGES*****						
	<div style="text-align: center;"> AUG 05 2005 </div>						
	PREVIOUS PO TOTAL==>		OPEN END				
	PO NET CHANGE (+)==>						

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *B 8782-05*

OPEN END

TOTAL

BETTY FRANCISCO 304-558-0468

BY
PURCHASING DIVISION AUTHORIZED SIGNATURE

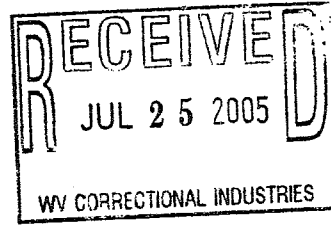
APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

**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.



July 22, 2005



WV Correctional Industries
Attn.: Libby Alford
617 Leon Sullivan Way
Charleston, West Virginia 25301

RE: Contract # RSHEET05 Reflective Sheeting

Dear Ms. Alford;

3M would like to add the following item to the above referenced contract:

Special Category Plates, 5 Year Durability, Pre-Printed Graphics, 12-1/16in x 300yds

K4736E Wildlife Deer **Process Color @ \$5,933.09/rl + \$266.75 Des. Chg.**

This price would remain the same regardless of the number of rolls ordered.

Here is a short explanation of what "Process Color" is:

Process Color – the original artwork or picture is separated by the designer so that the printed output can be produced with four "primary colors" – cyan, magenta, yellow and black. These four colors when printed over each other in varying levels can create essentially all colors. The main advantage is that the printed output can have an infinite number of colors created. This can be loosely described as a "photographic" image. The main disadvantage is that some brilliant and vivid colors cannot be reproduced in this manner.

We appreciate your continued support of 3M products. If you have questions, please give me a call.

Sincerely,

Richard J. LaClair
Contract Administrator



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INVOICE TO

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ADDRESS

*709030117 07 612-733-0582
 3M COMPANY
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LINE	QUANTITY		UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE		CAT. NO.	ITEM NUMBER				
					RECEIPT TICKET FOR PURCHASE ORDER:			RSHEET05
LINE	CATNO	ITEM	NUMBER		DESCRIPTION		QTY	DATE
0001		550-44			REFLECTIVE SHEETING			
				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