



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:  
 DWASH08

PAGE  
 1

BLANKET RELEASE  
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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

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

**AGENCY COPY**

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

\*709030107 800-352-5326  
 ECOLAB INC  
 370 WABASHA STREET  
 ST PAUL MN 55102

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND			
08/10/2010	NET 30	410231510				
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER			
BEST WAY	DESTINATION	PREPAID	MUL-MUL			
LINE	QUANTITY	UOP	VENDOR ITEM NO.	PREPAID	MUL-MUL	AMOUNT
DELIVERY DATE	CAT NO.	ITEM NUMBER	UNIT PRICE			
0001	10/01/2009		485-38-04-001			
DISHWASHER DISPENSING EQUIPMENT AND SUPPLIES						
CHANGE ORDER #04						
TO REMOVE ITEM # 2 DISCONTINUED JET DRY 5-GAL PRODUCT # 11833.						
TO ADD NEW ITEM- RINSE DRY 5-GAL PRODUCT # 10934						
NO CHANGE IN ITEM COST.						
PREVIOUS PO TOTAL==> OPEN END						
PO NET CHANGE (+)==>						

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED

AUG 12 2010

*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  8/11/10

*Sandy Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Jo Ann Adkins* 304-558-8802  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END  
 TOTAL

## 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 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



GOVERNMENT SALES  
370 WABASHA ST  
ST PAUL, MN 55102  
T 651.293.2372  
F 651.293.2682

State of West Virginia  
Jo Ann Adkins, Senior Buyer  
P. O. Box 50130  
Charleston, WV 25305-0130

RE: DWASH08

Dear Jo Ann:

I just noticed that we have product 11833 Jet Dry 5 gal on the above contract, line item 2. This product has been discontinued and the replacement is 10934 Rinse Dry 5 gal. We will add this product at the same price as Jet Dry, \$69.02. Please add this to the contract.

Thank you.

Sincerely,

Michele Kennedy  
Government Sales Manager

MK/df

RECEIVED  
2010 AUG 10 AM 11:25  
WV PURCHASING  
DIVISION

# Material Safety Data Sheet



RINSE DRY

## Section 1. Chemical product and company identification

Trade name : RINSE DRY  
Product use : Rinse additive  
Supplier : Ecolab Inc. Institutional Division  
370 N. Wabasha Street  
St. Paul, MN 55102  
1-800-352-5326  
Code : 913590  
Date of issue : 30-June-2009

EMERGENCY HEALTH INFORMATION: 1-800-328-0026  
Outside United States and Canada CALL 1-651-222-5352 (in USA)

## Section 2. Hazards identification

Physical state : Liquid. [Liquid.]  
Emergency : CAUTION !  
overview

MAY CAUSE EYE IRRITATION.

Avoid contact with eyes, skin and clothing. Avoid breathing vapor or mist. Keep container closed. Use only with adequate ventilation. Wash thoroughly after handling.

### Potential acute health effects

Eyes : Moderately irritating to eyes.  
Skin : Slightly irritating to the skin.  
Inhalation : No known significant effects or critical hazards.  
Ingestion : No known significant effects or critical hazards.

See toxicological information (section 11)

## Section 3. Composition/information on ingredients

<u>Name</u>	<u>CAS number</u>	<u>% by weight</u>
alcohois, c10-16, ethoxylated	68002-97-1	1 - 5

## Section 4. First aid measures

**Eye contact** : In case of contact, immediately flush eyes with plenty of water. Remove contact lenses and flush again. Get medical attention if irritation persists.  
**Skin contact** : In case of contact, immediately flush skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if irritation persists. Wash clothing before reuse. Clean shoes thoroughly before reuse.  
**Inhalation** : If inhaled, remove to fresh air.  
**Ingestion** : Do not induce vomiting. Never give anything by mouth to an unconscious person. If irritation persists, get medical attention.

## Section 5. Fire-fighting measures

**Flash point** : > 100°C  
**Hazardous thermal decomposition products** : Decomposition products may include the following materials:  
carbon dioxide  
carbon monoxide  
**Fire-fighting media and instructions** : Use an extinguishing agent suitable for the surrounding fire.

Dike area of fire to prevent runoff.

In a fire or if heated, a pressure increase will occur and the container may burst.

**Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

## Section 6. Accidental release measures

**Personal precautions** : Use suitable protective equipment (section 8). Do not allow to enter drains or watercourses.

**Environmental precautions** : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

**Methods for cleaning up** : For small spills, add absorbent (soil may be used in the absence of other suitable materials), scoop up material and place in a sealable, liquid-proof container for disposal. For large spills, dike spilled material or otherwise contain it to ensure runoff does not reach a waterway. Place spilled material in an appropriate container for disposal.

## Section 7. Handling and storage

**Handling** : Avoid contact with eyes. Wash thoroughly after handling.

**Storage** : Keep out of reach of children. Keep container in a cool, well-ventilated area. Keep container tightly closed.  
Do not store above the following temperature: 50°C

## Section 8. Exposure controls/personal protection

**Engineering measures** : Good general ventilation should be sufficient to control worker exposure to airborne contaminants.

### Personal protection :

**Eyes** : Eye protection recommended.

**Hands** : No protective equipment is needed under normal use conditions.

**Skin** : No protective equipment is needed under normal use conditions.

**Respiratory** : A respirator is not needed under normal and intended conditions of product use.

Consult local authorities for acceptable exposure limits.

## Section 9. Physical and chemical properties

**Physical state** : Liquid. [Liquid.]

**Color** : Green. [Light]

**Odor** : Faint odor.

**pH** : 2.701 [Conc. (% w/w): 100%]

**Relative density** : 1.0153

## Section 10. Stability and reactivity

**Stability** : The product is stable. Under normal conditions of storage and use, hazardous polymerization will not occur.

**Hazardous decomposition products** : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

**Hazardous polymerization** : Under normal conditions of storage and use, hazardous polymerization will not occur.

RINSE DRY

## Section 11. Toxicological information

### Potential acute health effects

Eyes : Moderately irritating to eyes.  
 Skin : Slightly irritating to the skin.  
 Inhalation : No known significant effects or critical hazards.  
 Ingestion : No known significant effects or critical hazards.

## Section 12. Ecological information

Ecotoxicity data : Not available.

## Section 13. Disposal considerations

Waste disposal : The generation of waste should be avoided or minimized wherever possible. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.

Consult your local or regional authorities.

## Section 14. Transport information

Certain shipping modes or package sizes may have exceptions from the transport regulations. The classification provided may not reflect those exceptions and may not apply to all shipping modes or package sizes.

UN Classification : Not regulated.  
 See shipping documents for specific transportation information.

## Section 15. Regulatory information

HCS Classification : Irritating material

### U.S. Federal regulations

TSCA 8(b) inventory : All components are listed or exempted.

SARA 302/304/311/312 extremely hazardous substances: No products were found.

SARA 302/304 emergency planning and notification: No products were found.

California Prop. 65 : No products were found.

## Section 16. Other information

Hazardous Material Information System (U.S.A.) :

Health	1
Flammability	0
Physical hazards	0

Date of issue : 30-June-2009.  
 Responsible name : Regulatory Affairs  
 Date of previous issue : 11-August-2006.

### Notice to reader

The above information is believed to be correct with respect to the formula used to manufacture the product in the country of origin. As data, standards, and regulations change, and conditions of use and handling are beyond our control, NO WARRANTY, EXPRESS OR IMPLIED, IS MADE AS TO THE COMPLETENESS OR CONTINUING ACCURACY OF THIS INFORMATION.



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	DELIVERY DATE	CAT NO	ITEM NUMBER
			UNIT PRICE
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RECEIPT TICKET FOR PURCHASE ORDER:			DWASH08
LINE	CATNO	ITEM NUMBER	DESCRIPTION
0001	485-38-04-001		DISHWASHER DISPENSING EQUIPMENT AND
		SIGNATURE	DATE
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>			TOTAL

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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