

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.
PAINT07

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**

O - P I C - O V - N - 1

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

AGENCY COPY

R O U T I N G

*709022250 01 502-588-9352
 PITTSBURGH PAINT
 528 FAIRMONT AVENUE

 FAIRMONT WV 26554

S H I P T O

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/13/2009		NET 30		251612585			
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 AND INCREASE THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. THE CONTRACT (UNIT PRICE, HOURLY RATES, ANNUAL FEE, ETC.) IS INCREASED AS DEFINED IN THE ATTACHED DOCUMENTATION.							
EFFECTIVE DATE OF RENEWAL: 01/15/2009 THROUGH 01/14/2010							
RENEWALS REMAINING: 0							
***** NO ADDITIONAL CHANGES *****							
PREVIOUS PO TOTAL ==>						OPEN END	
PO NET CHANGE (+) ==>							
						PURCHASING DIVISION CERTIFIED ENCUMBERED JAN 14 2009 <i>Beverly Toler</i>	
						OPEN END	
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *JA 1/13/09*

Lang & Wolfeld

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY JO ANN ADKINS 304-558-9802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



Section I - INTERIOR PAINTS AND PRIMERS

LINE ITEM	CODE	DESCRIPTION	PER 1 GALLON	PER 5 GALLON
			PRICE (1 Gal)	PRICE (5 Gal)
1	C	Contractor Grade Interior Latex, Flat Minimum Volume Solids 32% Light and Pastel Colors Only	\$6.87	\$32.13
2	C	Contractor Grade Interior Latex, Semi-Gloss Minimum Volume Solids 32% Light and Pastel Colors Only	\$9.28	\$43.84
3	P	Professional Grade Interior Latex, Flat Minimum Volume Solids 36% Light and Pastel Colors Only	\$7.85	\$37.72
4	P	Professional Grade Interior Latex, Eggshell Minimum Volume Solids 36% All Colors Available	\$8.79	\$43.82
5	P	Professional Grade Interior Latex, Satin Minimum Volume Solids 36% All Colors Available	\$9.15	\$45.00
6	P	Professional Grade Interior Latex, Semi-Gloss Minimum Volume Solids 36% All Colors Available	\$10.11	\$48.50
7	B	Premium Grade Interior Latex, Flat Minimum Volume Solids 42% All Colors Available	\$14.80	
8	B	Premium Grade Interior Latex, Satin Minimum Volume Solids 42% All Colors Available	\$15.55	
9	B	Premium Grade Interior Latex, Semi-Gloss Minimum Volume Solids 42% All Colors Available	\$17.59	
10	B	Premium Grade Interior Latex, Flat, Low Odor No VOC Minimum Volume Solids 41% All Colors Available	\$11.67	\$58.35
11	B	Premium Grade Interior Latex, Eggshell, Low Odor No VOC Minimum Volume Solids 41% All Colors Available	\$13.69	\$67.47
12	B	Premium Grade Interior Latex, Semi-Gloss, Low Odor No VOC Minimum Volume Solids 41% All Colors Available	\$13.89	\$68.95
13	C	Contractor Grade Interior Latex, Primer Minimum Volume Solids 29%	\$6.89	\$33.90
14	P	Professional Grade Interior/Exterior Latex, Stain Blocking Primer Minimum Volume Solids 36%	\$11.42	\$56.15
15	P	Professional Grade Interior/Exterior Alkyd, Stain Blocking Primer Minimum Volume Solids 57%	\$11.15	\$55.50

Section II - EXTERIOR PAINTS AND STAINS

LINE ITEM	CODE	DESCRIPTION	PER 1 GALLON	PER 5 GALLON	
			PRICE (1 Gal)	PRICE (5 Gal)	
16	P	Professional Grade Exterior Latex, Flat Min Volume Solids 34% All Colors Available	6-650 series	\$11.15	\$55.75
17	P	Professional Grade Exterior Latex, Satin Min Volume Solids 34% All Colors Available	76-45 series	\$12.40	\$57.25
18	P	Professional Grade Exterior Latex, Gloss Min Volume Solids 34% All Colors Available	PP631 series	\$13.46	\$66.65
19	B	Premium Grade Exterior Latex Flat Min Volume Solids 36% All Colors Available	PP929 series	\$11.15	\$55.75
20	B	Premium Grade Exterior Latex Satin Min Volume Solids 36% All Colors Available	PP735 series	\$13.37	\$66.65
21	B	Premium Grade Exterior Latex, Gloss Min Volume Solids 35% All Colors Available	PP631 series	\$13.46	\$66.65
22	B	Premium Grade Direct to Metal (DTM) Latex, Acrylic, Satin or Gloss Min Volume Solids 36% All Colors Available	90-374 series 90-474 series	\$14.99	\$74.75
23	B	Premium Grade Interior/Exterior Industrial Oil Base, Enamel, Gloss Min Volume Solids 43% All Colors Available	7-814 series	\$13.55	
24	B	Premium Grade Industrial Oil Base, Universal Rust Inhibitive Primer Min Volume Solids 53% All Colors Available	7-852 7-858	\$16.65	\$79.50
25	B	Premium Grade Interior/Exterior Floor Enamel, Oil Base, Gloss Min Volume Solids 45% All Colors Available	3-110 series	\$11.83	
26	B	Premium Grade Traffic Marking Paint, Oil Base, Quick Dry Min Volume Solids 47% White or Yellow	11-10 (Yellow) 11-3 (White)	\$10.55	\$48.30
27	B	Premium Grade Traffic Marking Paint, Acrylic Latex, Quick Dry Min Volume Solids 50% White or Yellow	11-53 (White) 11-54 (Yellow)	\$9.56	\$47.80
28	B	Premium Grade Traffic Marking Paint, Latex, Quick Dry Min Volume Solids 52% Blue, Black, or Red	11-55 (Blue) 11-56 (Red)	\$11.40	
29	P	Professional Grade Exterior Stain, Solid Color Oil Min Volume Solids 58%	77-1310 series	\$12.39	\$57.50
30	P	Professional Grade Exterior Stain, Semi-Transparent Oil Min Volume Solids 14%	77-1660 series	\$9.76	\$48.62
31	P	Professional Grade Exterior Stain Solid Color Latex Acrylic Min Volume Solids 33%	77-1110 series	\$11.87	\$57.50

Section II (continued) - EXTERIOR PAINTS AND STAINS

LINE ITEM	CODE	DESCRIPTION		PER 1 GALLON	PER 5 GALLON
				PRICE (1 Gal)	PRICE (5 Gal)
32	P	Professional Grade Exterior Clear Oil Base Sealer Min Volume Solids 29%	57560A/01	\$8.47	\$48.50
33	P	Professional Grade Interior/Exterior Gloss Varnish Oil Base Min Volume Solids 45%	41844A	\$12.00	
34	P	Professional Grade Interior/Exterior Satin Varnish Oil Base Min Volume Solids 44%	41846A	\$14.15	
35	P	Professional Grade Interior Water Base Polyurethane Gloss Min Volume Solids 26%	42784A	\$12.05	
36	P	Professional Grade Interior Water Base Polyurethane Satin Min Volume Solids 26%	42786A	\$12.18	
37	P	Professional Grade Lacquer Thinner	861	\$8.23	\$48.50

Section III - PAINT TOOLS

LINE ITEM	CODE	DESCRIPTION	PRODUCT CODE		FULL CASE QUANTITY	CASE PRICE
1	C	1" flat chip brush, Ideal for one time jobs. Width 1", Length 1 1/2", Thick 3/8"	MTP00015	\$0.25	36	\$9.00
2	C	2" flat chip brush, Ideal for one time jobs. Width 2", Length 1 1/2", Thick 3/8"	MTP00017	\$0.38	24	\$9.12
3	C	3" flat chip brush, Ideal for one time jobs. Width 3", Length 1 1/2", Thick 3/8"	MTP00028	\$0.71	12	\$8.52
4	C	4" flat chip brush, Ideal for one time jobs. Width 4", Length 1 1/2", Thick 3/8"	MTP00490	\$0.90	12	\$10.80
5	P	1" All Purpose Polyester/Varnish Flat Brush. Width 1", Length 2 1/4", Thick 3/8"	WBC14715	\$0.75	36	\$27.00
6	P	1 1/2" All Purpose Polyester/Varnish Flat Brush. Width 1 1/2", Length 2 1/4", Thick 7/16"	WBC14716	\$1.05	24	\$25.20
7	P	2" All Purpose Polyester/Varnish Flat Brush. Width 2", Length 2 1/4", Thick 7/16"	WBC14717	\$1.35	24	\$32.40
8	P	3" All Purpose Polyester/Varnish Flat Brush. Width 3", Length 2 3/4", Thick 7/8"	WBC14597	\$1.97	12	\$23.64
9	P	4" All Purpose Polyester/Varnish Flat Brush. Width 4", Length 2 3/4", Thick 11/16"	WBC14598	\$2.75	12	\$33.00
10	B	Wooden Handle, Angle Sash, Wooster #3251-1.5 Width 1 1/2", Length 2 3/4", Thick 1/2"	WBC13501	\$4.65	6	\$27.90
11	B	Wooden Handle, Angle Sash, Wooster #3251-2 Width 2", Length 2 3/4", Thick 9/16"	WBC13502	\$6.00	6	\$36.00
12	B	Wooden Handle, Angle Sash, Wooster #3251-2.5 Width 2 1/2", Length 2 3/4", Thick 3/4"	WBC13505	\$7.42	6	\$44.52
13	B	Wooden Handle, Angle Sash, Wooster #3251-3 Width 3", Length 3 1/4", Thick 11/16"	WBC13507	\$9.34	6	\$56.04
14	B	3/4" General Purpose Roller Cover - Best Liebeco	ARR11025	\$0.92	24	\$22.08
15	B	3/4" Nap, 9" Width, Pro Woven Roller Cover, Shed Resistant, Lint Free Fabric, For All Paints, Wooster #HR551-9	WBC66109	\$2.35	12	\$28.20
16	B	3/4" Nap 4" Width, Pro Woven Roller Cover, Shed Resistant, Lint Free Fabric, For All Paints, Wooster #HR551-4	WBC14699	\$1.21	24	\$29.04
17	B	1/2" Nap 4" Width, Pro Woven Roller Covers, Shed Resistant, Lint Free Fabric, For All Paints, Wooster #HR555-4	WBC14700	\$1.32	24	\$31.68
18	P	9" Professional Roller Frame, Heavy Duty, Wooster #R027	WBC66269	\$3.35	12	\$40.20
19	P	4" Professional Roller Frame, Wooster #R022	WBC66294	\$2.15	12	\$25.80
20	C	9" Premium Roller Frame, Lightweight Wooster #HR559	WBC14602	\$3.10	12	\$37.20
21	P	Economy Plastic Roller Tray For 9" Roller Covers	ELL02512	\$0.99	24	\$23.76
22	B	Heavy Duty Plastic Roller Tray For 9" Roller Covers, w/Ladder Hooks Wooster #R404	WBC64471	\$1.93	12	\$23.16
23	C	48" Wood Extension Pole, w/Metal Threads	MTP00366	\$1.53	24	\$36.72



Section III - PAINT TOOLS (continued)

LINE ITEM	CODE	DESCRIPTION			FULL CASE QUANTITY	CASE PRICE
24	C	9' x 12', 2 Mil. Plastic Drop Cloth	MTP00377/EA	\$1.60	24	\$38.40
25	P	¾" x 180' 3M General Purpose Masking Tape 3M - 2020	MMM69476	\$0.94	48	\$45.12
26	P	1" x 180' 3M General Purpose Masking Tape 3M - 2020	MMM71106	\$1.15	36	\$41.40
27	P	2" x 180' 3M General Purpose Masking Tape 3M - 2020	MMM71108	\$2.33	24	\$55.92
28	B	1" x 180' 3M Blue Long Painters Masking Tape 3M - 2090	MMM03681	\$2.88	36	\$103.68
29	B	1 ½" x 180' 3M Blue Painters Masking Tape 3M - 2090	MMM03682	\$4.59	24	\$110.16
30	B	Red Devil One Time Lightweight Spackling, 1 quart	RDI00544	\$3.81	6	\$22.86
31	B	PPG Brand TOP GUN 100% Acrylic Latex Caulk, Paintable, Interior/Exterior Use, White Only, 10.3 oz	1413	\$0.97	12	\$11.64
32	B	PPG Brand TOP GUN Siliconized Acrylic Caulk, Paintable, Excellent Adhesion, Durability, Int/Ext Use, Colors, 10.3 oz	1414	\$1.06	12	\$12.72
33	B	100% Silicone Plus Caulk, Interior/Exterior White, Recommended Not Paintable, 10.1 oz	DAP08646	\$4.19	12	\$50.28
34	B	100% Silicone Plus Caulk, Interior/Exterior Clear, Recommended Not Paintable, 10.1 oz	1419	\$3.25	12	\$39.00
35	B	General Purpose Paint Thinner, 100% Mineral Spirits, 1 Gallon Container	5132	\$3.75	6	\$22.50
36	B	PPG Pit-bull Rust Inhibitive Fast Dry Spray Paint 12oz can, All Available Colors	55-611	\$1.92	6	\$11.52
37	B	PPG Graffiti and Over Spray Remover. Removes Graffiti from Aerosol Spray Paint and Felt Marker. Will not harm Clear Coat Surface on Cars. Will not harm Plexi-glass, Polycarbonates. Biodegradable Liquid	7-540	\$24.93	4	\$99.72
38	B	PPG Automotive & Heavy Industrial Paint Stripper. Removes Epoxy, Alkyds, Zinc Primers, Urethane & Coal Tar Epoxies from Surfaces such as tanks, bridges, railway cars painted Plastics, et. Biodegradable Liquid	7-551	\$21.50	4	\$86.00
39	B	PPG Industrial Paint Stripper. Water Based, Non-flammable, Water Clean Up, Will not burn skin. Removes Epoxy, Urethanes Latex, Oil Base Paint from Steel, Aluminum, Concrete, Masonry, Fully Biodegradable	7-521	\$21.50	4	\$86.00
40	B	BioWash Waste Paint Hardener Powder Form, Quickly hardens Latex Paint for Legal Disposal, Environmentally Safe. Hardens ¼ of a gallon per package	BIO10024	\$1.20	12	\$14.40
42	B	Inverted Highway/Athletic Spray Paint, All Available Colors	55-640	\$3.09	6	\$18.54
41	B	Laquer Thinner	861	\$8.23		
43	B	¾" General Purpose Roller Cover - Best Liebco	ARR11025	\$0.74	24	\$17.76
44	B	½" General Purpose Roller Cover - Best Liebco	ARR11026	\$0.83	24	\$19.92
45	B	¾" General Purpose Roller Cover - Best Liebco	ARR11027	\$0.90	24	\$21.60
46	B	5 Gallon Bucket Grid	PPG20430	\$1.37	24	\$32.88
47	B	¾" Nap 9" Width, Woven Roller Cover, Shed Resistant, Lint Free Fabric, For All Paints Wooster #HR552-9	WBC68119	\$1.90	12	\$22.80
48	B	¾" Nap 9" Width, Woven Roller Cover, Shed Resistant, Lint Free Fabric, For All Paints Wooster #HR552-9	WBC14698	\$0.97	24	\$23.28
49	B	2 ½" Paint Scraper Warner #90189	WAR00709	\$7.71	5	\$38.55
50	B	5 in 1 Glazier Knife Warner #90189	WAR90189	\$3.16	5	\$15.80
51	B	Jumbo Koter 4.5" Spiral Twist 2 Pack Wooster #RR306	WBC14409	\$3.28	12	\$39.36
52	B	14" Jumbo Koter Frame Wooster #RR041	WBC14422	\$2.41	12	\$28.92
53	B	Jumbo Koter 6.5" Spiral Twist 2 Pack Wooster #RR306	WBC14419	\$3.90	12	\$46.80
54	B	4' x 15' PM Canvas Drop Cloth, 10-11 oz	DCM99706	\$9.40	12	\$112.80
55	B	9' x 12' PM Canvas Drop Cloth, 10-11 oz	DCM99701	\$14.84	6	\$89.04
56	B	¾" Nap 9" Width, Woven Roller Cover, Shed Resistant, Lint Free Fabric, For All Paints, Wooster #HR556-9	WBC14708	\$2.35	12	\$28.20
57	B	¾" Nap 4" Width, Woven Roller Cover, Shed Resistant, Lint Free Fabric, For All Paints, Wooster #HR556-4	WBC14701	\$1.48	24	\$35.52



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INVOICE TO

ALL STATE AGENCIES
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VENDOR

*709022250 01 502-588-9352
 PITTSBURGH PAINT
 528 FAIRMONT AVENUE
 FAIRMONT WV 26554

SHIP TO

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 AND POLITICAL SUBDIVISIONS
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LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: PAINT07							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		145-45-01-001	BLANKET CONTRACT FOR PAINT		_____	_____	
			SIGNATURE _____		DATE _____		
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE