



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.**  
SAFETY04A

**PAGE**  
1

**BLANKET RELEASE**  
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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

**CHANGE ORDER**  
1

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

INVOICE TO

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

## AGENCY COPY

VENDOR

\*513133118      800-941-4498  
 DISCOUNT INDUSTRIAL SUPPLY COR  
 912 FIFTH STREET WEST  
  
 HUNTINGTON WV 25701

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/06/2005		NET 30		550748473			
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				
TO RENEW AND INCREASE THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. SEE THE ATTACHED PRICING PAGE FOR ALL PRICES ON ITEMS COVERED BY THIS CONTRACT. (DATED 7/1/2005, 1 PAGE.)							WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED  JUL 13 2005  <i>Beverly Toler</i>
EFFECTIVE DATE OF RENEWAL: 07/01/2005 THROUGH 06/30/2006							
RENEWALS REMAINING: 1							
PREVIOUS PO TOTAL==>      OPEN END PO NET CHANGE (+)==>							

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

OPEN END

*Douglas Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco* 304-558-0468  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**TOTAL**

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance 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 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 §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

<b>Pricing Page - SAFETY04A</b>		
<b>Line Item</b>	<b>Item</b>	<b>Price Ea</b>
<b>Rainwear</b>		
1	Rainwear: Polyester, PVC Coating Outside	\$ 3.22
2	Rainsuit, Three piece: Polyester, PVC Coating outside	\$ 3.79
3	Rainsuit, Three piece: Nylon, Rip-Stop Material, PVC Coating inside & out	\$ 8.50
4	Rain Jacket: 3 oz. Oxford Weave Nylon Polyurethane coated inside	\$ 14.50
5	Rain pants: 3 oz Oxford weave nylon, polyurethane	\$ 12.50
6	Rain Pants: Nylon	\$ 16.95
7	Rain Overall: Nylon, Neoprene outside coating	\$ 15.55
<b>Ear Protection</b>		
22	Vinyl Foam Earplugs - Cylinder Shape	\$ 11.15
23	Vinyl Foam Earplugs - Cylinder Shape	\$ 10.80
24	Vinyl Foam Earplugs - Bell Shaped, smaller size	\$ 13.48
25	Ear Muffs - Economy grade, plastic construction, foamed filled cushions, Adj.	\$ 3.94
26	Ear Muffs - wrap-around style, plastic const., foam filled	\$ 6.70
27	Ear Muffs - Maximum Protection, Adj.	\$ 4.64
<b>Respirators</b>		
28	Respirator, Dust/Mist, Disposable: Two Membranes	\$ 7.88
29	Respirator, nuisance dust mask	\$ 3.00
<b>Safety Illuminators</b>		
45	Flares, Emergency 30 min Spikeless	\$ 45.55
46	Flares, Emergency 30 min W/Spike	\$ 51.63
47	Cyalume Light Sticks, 12 hr Green	\$ 79.00
48	Cyalume Light Sticks, 30 min High Intensity Red	\$ 79.00
49	Cyalume Light Sticks, 30 Min High Intensity Yellow	\$ 79.00
<b>Safety Caps</b>		
50	Safety Caps - High Density Polyethylene, Slotted for accessories W/ Ratchet Suspension, Bullard #RT5100 or Equal	\$ 4.50
51	Safety Caps - High Density Polyethylene, Slotted for accessories W/ Standard Suspension, Bullard #5100 or Equal	\$ 3.23
52	Cold Weather Cap Liner	\$ 1.50
53	Sweatband: Cellulose, Kappler #155 or Equal	\$ 0.15
54	Safety Cap with Nylon Full Face Shield	\$ 24.07
55	Wrap-around Safety Chaps, Stihl #0000-886-3204 or Equal	\$ 49.95



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 \*513133118      800-941-4498  
 DISCOUNT INDUSTRIAL SUPPLY COR  
 912 FIFTH STREET WEST  
  
 HUNTINGTON WV 25701

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<b>DATE PRINTED</b> 07/06/2005	<b>TERMS OF SALE</b> NET 30	<b>FEIN/SSN</b> 550748473	<b>FUND</b>
<b>SHIP VIA</b> BEST WAY	<b>F.O.B</b> DESTINATION	<b>FREIGHT TERMS</b> PREPAID	<b>ACCOUNT NUMBER</b> MUL-MUL

LINE	QUANTITY		UOP CAT. NO.	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE			ITEM NUMBER				
					RECEIPT TICKET FOR PURCHASE ORDER:		SAFETY04A	
LINE	CATNO	ITEM	NUMBER		DESCRIPTION		QTY	DATE
0001		200-45			RAINWEAR: POLYESTER, PVC COATING			
				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