



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.
SAFETY04E

PAGE
1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUM
MUST APPEAR ON ALL PACKAG
INVOICES, AND SHIPPING PAPE
QUESTIONS CONCERNING THIS P
CHASE ORDER SHOULD BE DIREC
TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

**SEE REVERSE SIDE FOR
TERMS AND CONDITIONS**

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

AGENCY COPY

*714134954 888-449-7233
SAFETY PRODUCTS INC
801 E ATANDO AVENUE
CHARLOTTE NC 28206

SHIP TO

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

DATE PRINTED 06/16/2004	TERMS OF SALE NET 30	FEIN/SSN 592282857	FUND
SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY DELIVERY DATE	UOP CAT. NO.	VENDOR ITEM NO. ITEM NUMBER	UNIT PRICE	AMOUNT
BLANKET OPEN-END CONTRACT					
THIS IS A BLANKET OPEN-END CONTRACT TO SUPPLY FIRE EXTINGUISHERS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.					
THIS AWARD IS PER ALL THE TERMS AND CONDITIONS AND SPECIFICATIONS OF THE REQUEST FOR QUOTATION DATED 1/13/04 AND VENDOR'S BID DATED 2/11/04.					
SHIPPING: ALL DELIVERY CHARGES ARE INCLUDED IN THE PRICE SHOWN FOR EACH ITEM FOR ORDERS OF \$100.00 OR MORE. FOR ORDERS LESS THAN \$100.00, AGENCIES MAY PURCHASE FROM ANY LOCAL SOURCE OR ORDER FROM THE CONTRACT VENDOR AND PAY SHIPPING. IF PAYING SHIPPING, ORIGINAL FREIGHT BILL MUST BE ATTACHED TO INVOICE.					
NOTE: "STRINGING" (ISSUING A SERIES OF ORDERS TO CIRCUMVENT THE LIMIT) IS A VIOLATION OF					

WV STATE PURCHASING DIVISION
ADMINISTRATION UNIT
CERTIFIED ENCUMBERED

JUL 01 2004

Beverly Toliver

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *6576-2804*

OPEN END

TOTAL

Dwayne Wayfield

BETTY FRANCISCO 304-558-0468
BY *Loren D. ...* 6/29/04

APPROVED AS TO FORM BY

**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 is automatically null and void, and is terminated without further order.



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

*714134954 888-449-7233
 SAFETY PRODUCTS INC
 801 E ATANDO AVENUE
 CHARLOTTE NC 28206

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
06/16/2004	NET 30	592282857	
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		
PURCHASING POLICY.					
0030	02/29/2004	EA	895-74-99-910	11.80000	
	FIRE EXTINGUISHER, 2 1/2 LB., COMPLETE WITH VEHICLE BRACKET, RATED 1A-10B:C BRAND: AMERICAN ALLSAFE MODEL: 466225				
0031	02/29/2004	EA	895-74-99-910	20.65000	
	FIRE EXTINGUISHER, 5 LB., COMPLETE WITH VEHICLE BRACKET, RATED 3A-10B:C BRAND: AMERICAN ALLSAFE MODEL: 466164-01				
0032	02/29/2004	EA	895-74-99-910	32.21000	
	FIRE EXTINGUISHERS, 10 LB., COMPLETE WITH WALL HOOK, RATED 4A-60B:C BRAND: AMERICAN ALLSAFE MODEL: 466204				
0033	02/29/2004	EA	895-74-99-910	11.33000	
	FIRE EXTINGUISHERS, 2 1/2 LB., COMPLETE WITH				

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BY _____



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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
	VEHICLE BRACKET, RATED 10B:C				
	BRAND: AMERICAN ALLSAFE MODEL: 466226				
	EXHIBIT 3				
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JULY 1, 2004 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.				
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.				
	RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE				

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 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORITY



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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
	(1) YEAR PERIODS.				
<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE</p>					

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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.					
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI- CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.					
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.					
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDI- TION OF AWARD.					

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RECEIPT TICKET FOR PURCHASE ORDER: SAFETY04E					
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY DATE
0030	895-74	-99-910		FIRE EXTINGUISHER, 2 1/2 LB., COMPL	_____
0031	895-74	-99-910		FIRE EXTINGUISHER, 5 LB., COMPLETE	_____
0032	895-74	-99-910		FIRE EXTINGUISHERS, 10 LB., COMPLET	_____
0033	895-74	-99-910		FIRE EXTINGUISHERS, 2 1/2 LB., COMP	_____
SIGNATURE _____				DATE _____	

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