



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.
 SAFETY04F

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**

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

*709005419 02 412-490-4486
 FISHER SCIENTIFIC COMPANY LLC
 2000 PARK LANE

 PITTSBURGH PA 15275-9089

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/05/2005		NET 30		232942737			
SHIP VIA		FOB		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				
EFFECTIVE JANUARY 1, 2005, REMOVE THE FOLLOWING LINE ITEMS FROM THIS CONTRACT PER THE ATTACHED LETTER:							
	LINE ITEM 0034		- MEMPHIS GLOVE 1200S				
	LINE ITEM 0035		- MEMPHIS GLOVE 1220D				
	LINE ITEM 0036		- MEMPHIS GLOVE 1220				
	LINE ITEM 0037		- MEMPHIS GLOVE 1700				
ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME							
-----NO ADDITIONAL CHANGES-----							
				PREVIOUS PO TOTAL==>	OPEN	END	
				PO NET CHANGE (+)==>			

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

JAN 10 2005

Beverly Toler

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

OPEN END
TOTAL

Samuel Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Karen Boyd*
 BETTY FRANCISCO 304-558-0468
 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 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.



Fisher Safety

A Fisher Scientific Company

Fisher Scientific Company L.L.C.
2000 Park Lane
Pittsburgh, PA 15275

Tel: 800-772-6733
Fax: 800-772-7702

 fishersafety.com

November 18, 2004

Betty Francisco
State of West Virginia
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Subject: SAFETY04

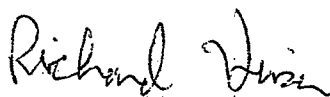
Dear Mrs. Francisco:

Fisher Safety is requesting a change order on four leather gloves specified in RFQ SAFETY04. The change order has been requested because of the volatile Chinese leather market resulting in higher cost of raw materials. The following line items have been taken off contract SAFETY04: 0034 Memphis glove 1200s, 0035 Memphis glove 1220D, 0036 Memphis glove 1220 and 0037 Memphis 1700. The remaining gloves will not be affected.

The change order will allow each agency to make leather glove purchases using normal delegated purchasing authority.

Samples and new pricing will distribute upon request. Sorry for the long wait and the inconvenience.

Sincerely,



Richard Heiser



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