



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.
SAFETY10

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

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

ORDER
 *709035445 304-346-0875
 AIRGAS MID AMERICA
 ONE OREGON ST
 CHARLESTON WV 25312

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/28/2010		NET 30		611237230			
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				
BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE VARIOUS SAFETY ITEMS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. MINIMUM ORDERS: ALL ORDERS FROM THIS CONTRACT TOTALING \$100.00 OR MORE SHALL BE DELIVERED FOB: DESTINATION WITH SHIPPING AND HANDLING CHARGES INCLUDED. THIS CONTRACT IS MANDATORY FOR ALL ORDERS OF THESE PRODUCTS IN EXCESS OF \$100.00. ORDERS FOR LESS THAN \$100.00 MAY BE PURCHASED THROUGH THIS CONTRACT (AND PAYING SHIPPING CHARGES) OR MAY BE PURCHASED FROM LOCAL VENDOR TO SAVE THE SHIPPING CHARGES. STRINGING (ISSUING A SERIES OF REQUISITIONS TO CIRCUMVENT THIS LIMIT) IS A VIOLATION OF PURCHASING POLICY. ALL SHIPPING COSTS WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL.							
						PURCHASING DIVISION CERTIFIED ENCUMBERED AUG 3 2010 <i>Beverly Tolson</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> <i>7/29/10</i>						OPEN END TOTAL	

**APPROVED FOR
 ONE FISCAL YEAR**
Scot & Wayfield

BY *Ann Atkins* 304-558-8802
PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

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 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.



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	EQUIPMENT, FIRST AID OR SAFETY						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AUGUST 1, 2010 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 (1) YEAR PERIODS.						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
							TOTAL

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LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO	ITEM NUMBER				
<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 VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY</p>							
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	DELIVERY DATE	CAT NO.	ITEM NUMBER				
	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. REV. 04/11/2001 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

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SAFETY07
CONTRACT PRICING PAGE - RAINWEAR

Line Item	Description	Size	DISCOUNT INDUSTRIAL		CASE #	COLOR	MFG #
			Disct fr List (%)	Price Ea			
1	Rainwear: Polyester, PVC Coating Outside Waterproof, resists oils and acids, detachable hood, storm fly front, lapped and locked seams, color yellow, minimum length 48", sizes S-XXXXL.	Small	50%	\$ 3.88	24	YELLOW	4148s
		Medium	50%	\$ 3.88	24	YELLOW	4148m
		Large	50%	\$ 3.88	24	YELLOW	4148l
		X-Large	50%	\$ 3.88	24	YELLOW	4148xl
		XX-Large	50%	\$ 3.88	24	YELLOW	41482xl
		XXX-Large	50%	\$ 4.00	24	YELLOW	41483xl
		XXXX-Large	50%	\$ 4.12	24	YELLOW	41484xl
2	Rainsuit, Three piece: Polyester, PVC Coating outside Outside, 100% waterproof, resist oils and acids, suit includes jacket 29" in length with raglan sleeve, detachable hood and coverall, storm fly front, detachable hood, lapped and locked seams, color yellow,	Medium	50%	\$ 4.70	10	YELLOW	4035m
		Large	50%	\$ 4.70	10	YELLOW	4035l
		X-Large	50%	\$ 4.70	10	YELLOW	4035xl
		XX-Large	50%	\$ 4.70	10	YELLOW	40352xl
		XXX-Large	50%	\$ 4.82	10	YELLOW	40353xl
		XXXX-Large	50%	\$ 4.94	10	YELLOW	40354xl
3	Rainsuit, Three piece: Nylon, Rip-Stop Material, PVC Coating inside & out PVC coating inside and outside, 100% waterproof, resists oils and acids, suit includes jacket 29" in length with raglan sleeve, detachable hood and coverall, storm fly front, lapped and locked seams, color yellow, minimum length 48", sizes S-XXXXL.	Small	50%	\$ 4.70	10	YELLOW	4035s
		Medium	50%	\$ 4.70	10	YELLOW	4035m
		Large	50%	\$ 4.70	10	YELLOW	4035l
		X-Large	50%	\$ 4.70	10	YELLOW	4035xl
		XX-Large	50%	\$ 4.70	10	YELLOW	4035xxl
		XXX-Large	50%	\$ 4.82	10	YELLOW	40353xl
		XXXX-Large	50%	\$ 4.94	10	YELLOW	40354xl
4	Rain Jacket: 3 oz. Oxford Weave Nylon Polyurethane coated inside Polyurethane coated inside, flame resistant. Meets federal 191B, method 5903.0 fire retardancy. Stitched & tape sealed seams, raglan sleeve, storm fly front, color yellow, sizes S - XXXXL.	Small	50%	\$ 2.79	20	YELLOW	4036s
		Medium	50%	\$ 2.79	20	YELLOW	4036m
		Large	50%	\$ 2.79	20	YELLOW	4036l
		X-Large	50%	\$ 2.79	20	YELLOW	4036xl
		XX-Large	50%	\$ 2.79	20	YELLOW	40362xl
		XXX-Large	50%	\$ 2.88	20	YELLOW	40363xl
		XXXX-Large	50%	\$ 2.99	20	YELLOW	40634xl
5	Rain pants: 3 oz Oxford weave nylon, polyurethane Coated inside, flame resistant. Meets federal 191B, method 5903.0 fire retardancy. Stitched and tape sealed seams, snap fly, storm fly front, color yellow, sized S - XXXXL.	Small	50%	\$ 2.13	20	YELLOW	4037
		Medium	50%	\$ 2.13	20	YELLOW	4037
		Large	50%	\$ 2.13	20	YELLOW	4037
		X-Large	50%	\$ 2.13	20	YELLOW	4037
		XX-Large	50%	\$ 2.13	20	YELLOW	4037
		XXX-Large	50%	\$ 2.25	20	YELLOW	4037
6	Rain Pants: Nylon Fully vulcanized, stitched and taped sealed seams, storm fly front, length 29", colors yellow and green. Sizes S-XXXXL.	Small	50%	\$ 2.13	20	YELLOW	4037
		Medium	50%	\$ 2.13	20	YELLOW	4037
		Large	50%	\$ 2.13	20	YELLOW	4037
		X-Large	50%	\$ 2.13	20	YELLOW	4037
		XX-Large	50%	\$ 2.13	20	YELLOW	4037
		XXX-Large	50%	\$ 2.25	20	YELLOW	4037
7	Rain Overall: Nylon, Neoprene outside coating Fully culcanized, stitched and taped sealed seams, storm fly front, length 29", solors y ellow and green. Sizes S-XXXXL.	Small	50%	\$ 2.79	20	YELLOW	4036
		Medium	50%	\$ 2.79	20	YELLOW	4036
		Large	50%	\$ 2.79	20	YELLOW	4036
		X-Large	50%	\$ 2.79	20	YELLOW	4036
		XX-Large	50%	\$ 2.79	20	YELLOW	4036
		XXX-Large	50%	\$ 2.88	20	YELLOW	4036
		XXXX-Large	50%	\$ 2.99	20	YELLOW	4036

SAFETY07
CONTRACT PRICING PAGE - FOOTWEAR

		DISCOUNT INDUSTRIAL		
Line Item	Description	Disct fr List (%)	Price per Pair	MFG #
Footwear				
8	Pullover Boot: Pullover Boot Sz. 6-16, Rainfair #2400-9085 or Equal, Sizes 6 - 13 Knit lining, cleated outsole, adjustable top strap, height 17", color: yellow.	35%	\$ 36.03	ON GUARD BAS-85310
9	Buckle Boot: Rubber, over-the-shoe, Plain Toe Sz. 6 - 14, Rainfair #2400-9011 or Equal, Sizes 6 - 14 Knit lining, self draining gusset, cleated outsole, five buckles, height 14", Color: Black, Rainfair #2400-9011 or equal.	35%	\$ 57.64	RAINFAIR
10	Knee Boot: Hand piled rubber, Steel Toe Sz. 6 - 13, Rainfair #2400-9043 or Equal, Sizes 6 - 13 Ansi Z41 PT 83 M 1-75 C75, Sponge insole, net lining, cleated outsole, steel shank, Color: Black. Rainfair #2400-9043 or equal.	35%	\$ 16.90	RAINFAIR
11	Hip Boot: Pull-on, hand piled rubber, steel toe, Rainfair #2400-9091 or Equal, Sizes 6 - 13 Ansi Z41 PT 83 M 1-75 C75, Sponge insole, net lining, cleated outsole, steel shank, Color: Black. Rainfair #2400-9091 or equal.	35%	\$ 39.65	RAINFAIR
12	Hip Boot: Pull-on, hand piled rubber, sponge insole Sz 6 - 13, Rainfair #2400-9089 or Equal, Sizes 6 - 13 Insole, Net lining, cleated outsole, steel chank. Rainfair #2400-9089 or equal.	35%	\$ 39.65	RAINFAIR

**SAFETY07
CONTRACT PRICING PAGE - EYEWEAR**

Unless otherwise noted, all eyewear must meet Ansi Z87.1-1989 or latest edition of this standard.					
DISCOUNT INDUSTRIAL					
Line Item	Description	Disct fr List (%)	Price Per Pair	# CASE	MFG #
Eyewear					
13	Safety Glasses: Aviator Style Shields, wire reinforced temples, scratch resistant polycarbonate lenses, 99.9% effective filter of UV Radiation. Packaged in individual poly-Bag.	35%	\$ 4.03	10	WILSON
14	Safety Glasses: Conventional Style Shields, wire reinforced temples, brow protector, scratch resistant polycarbonate lenses (clear, green, grey), 99.9% effective filter of UV Radiation. Packaged in individual poly-Bag.	35%	\$ 1.81	12	RADNOR
15	Safety Glasses: Wrap-around Style Shields, reinforced temples, scratch resistant polycarbonate lenses, 99.9% effective filter of UV Radiation. Packaged in individual poly bag. Crews #9800B or equal.	35%	\$ 1.27	12	CREWS
16	Protective Goggles Wrap-around Clear Vinyl Frame, indirect ventilation or chemical splash style, acetate auto-fog coated lens, elastic headband packaged in individual poly-bag. Crews #235 or equal.	35%	\$ 1.27	1	RADNOR
17	Protective Goggles: Wrap Around, Clear Vinyl Frame, perforated style, acetate auto-fog coated lens, elastic headband, Packaged in individual poly-bag.	35%	\$ 1.11	1	RADNOR

**SAFETY07
CONTRACT PRICING PAGE - PROTECTIVE CLOTHING**

Line Item	Description	Size	Disc't fr List (%)	Price Ea	# CASE	COLOR	MFG #
<p>Protective Clothing, Disposable</p>							
18	Coverall: Zipper Front, Brand Name: Lakeland 1412 or Equal, Tyvek or Equal. NOTE: the weight of this garment is very important. Consideration will be given for bidding lighter weight garment.	Small Medium Large X-Large XX-Large XXX-Large XXXX-Large	50% 50% 50% 50% 50% 50% 50%	\$ 4.76 \$ 4.76 \$ 4.76 \$ 5.05 \$ 5.39 \$ 5.68 \$ 5.77	25 25 25 25 25 25 25	W W W W W W W	3600 S 3600 M 3600 L 3600XL 36002X 36003X 36004X
19	Coverall: Zipper Front, Attached Hood & Non Skid Boots Brand Name: Lakeland #1414 or Equal.	Small Medium Large X-Large XX-Large XXX-Large XXXX-Large	50% 50% 50% 50% 50% 50% 50%	\$ 5.77 \$ 5.77 \$ 6.30 \$ 6.44 \$ 6.73 \$ 5.05 \$ 5.05	25 25 25 25 25 25 25	W W W W W W W	3609-S 3609-M 3609-L 3609-XL 3609-XXL 3609-XXXL 3609-XXXXL
20	Coverall: Zipper Front, Elastic Wrists and Ankles Brand Name Lakeland 1417 or Equal	Small Medium Large X-Large XX-Large XXX-Large XXXX-Large	50% 50% 50% 50% 50% 50% 50%	\$ 5.05 \$ 5.05 \$ 5.05 \$ 5.37 \$ 5.76 \$ 6.08 \$ 5.32	25 25 25 25 25 25 25	W W W W W W W	3602-S 3602-M 3602-L 3602-XL 3602-XXL 3602-XXXL 3602-XXXXL
21	Coverall: Zipper Front, Attached Hood, Elastic Wrists and Ankles Brand Name Lakeland 1428 or Equal	Small Medium Large X-Large XX-Large XXX-Large XXXX-Large	50% 50% 50% 50% 50% 50% 50%	\$ 5.32 \$ 5.32 \$ 5.32 \$ 5.65 \$ 5.87 \$ 6.12	25 25 25 25 25 25 25	W W W W W W W	3606-S 3606-M 3606-L 3606-XL 3606-XXL 3606-XXXL 3606-XXXXL
55	Wrap-around Safety Chaps, Sitch #0000-866-3204 or Equal. Constructed of six layers of cut retardant material such as Dupont Engtex to protect lower legs and reduce the risk of injury due to moving saw chains STHL #868-866-3204 or equal.	32" 34" 36"	50%	85.00 36"	10	ORG	E50,JE-0136 E,VEX

**SAFETY07
CONTRACT PRICING PAGES - EAR PROTECTION**

* Unless otherwise noted, all ear protection must meet Ansi S3.19 or latest edition of this standard.		DISCOUNT INDUSTRIAL		MFG #
		Disct fr List (%)	Price Per Pair	
Line Item	Description		COUNT PER CASE	
22	Vinyl Foam Earplugs - Cylinder Shape Ear canal, min. NRR:29 - Individually bagged earplugs in dispenser box, approx. 2,000 pair per case.	35%	\$ 0.09	CAS312-1201 2000
23	Vinyl Foam Earplugs - Cylinder Shape Ear canal, minimum NRR:29 - bulk pak, not individually bagged earplugs in dispenser box. Approximately 2,000 pair per case.	35%	\$ 0.07	CAS3121082 3000
24	Vinyl Foam Earplugs - Bell Shaped, smaller size Conforms to ear canal, minimum NRR:29 - bulk pak, individually bagged earplugs in dispenser box, approximately 2,000 pair per case.	35%	\$ 0.08	CAS312-1261 2000
25	Ear Muffs - Economy grade, plastic construction, foamed filled cushions, Adj. Foam-filled cushions, adjustable headband, minimum over-the-head NRR:22. Packaged individually in box.	35%	\$ 6.45	HLI1010925 20
26	Ear Muffs - wrap-around style, plastic const., foam filled Foam-filled cushions, adjustable metal headband, minimum over-the-head NRR:22. Packaged individually in box.	35%	\$ 7.10	HLI1010922 20
27	Ear Muffs - Maximum Protection, Adj. Headband includes crown strap for use when wearing under the chin or behind the head minimum NRR-25. Packaged individually in box.	35%	\$ 6.45	HLI1010925 20

SAFETY07
 CONTRACT PRICING PAGE - RESPIRATORS

Line Item	Description	DISCOUNT INDUSTRIAL		MFG #
		Disct fr List (%)	Price Ea	
	Respirators			
28	Respirator, Dust/Mist, Disposable: Two Membranes Two membranes filled with filtering fiber, stiff outer membrane, soft inner membrane, adjustable metal nose piece with foam seal, Two heavy duty head straps, Niosh approved TC-21C-351 or latest standard.	15%	\$ 0.47	6405-9510 20
29	Respirator, nuisance dust mask Single woven membrane, adjustable metal nose piece, single elastic head strap. Not Niosh approved.	15%	\$ 0.47	6405-9510 20

**SAFETY07
CONTRACT PRICING PAGE - FIRE EXTINGUISHERS**

<p>SPECIFICATIONS: Fire extinguishers, dry chemical, general purpose, stored pressure, steel shell with corrosion resistant finish, aluminum valves, easy to read gauges. NOTE: For Fire Extinguishers only, vendor may include a hazardous material charge when delivery is made by ups or smaller carrier. An original invoice from the carrier, clearly showing the charge, must be attached to the vendor's invoice for payment.</p>			
		DISCOUNT INDUSTRIAL	
Line Item	Description	Disct fr List (%)	Price Ea
Fire Extinguishers			
30	Fire Extinguisher 2 1/2 lb. W/Vehicle Bracket, Rated 1A-10B:C	40%	\$ 24.94
			A61-B417T
31	Fire Extinguisher, 5 lb. W/Vehicle Bracket. Rated 4A-60B:C	40%	\$ 32.44
			A61-B500T
32	Fire Extinguisher, 10 lb. W/Wall Hook, Rated 4A-60B:C	40%	\$ 48.11
			A61-B456
33	Fire Extinguishers 2 1/2 lb. W/Vehicle Bracket, Rated 10B:C	40%	\$ 25.70
			A86-429101

**SAFETY07
CONTRACT PRICING PAGE - GLOVES**

Line Item	Description	Size	DISCOUNT INDUSTRIAL		# PER CASE	MFG	MFG #
			Disct fr List (%)	Price Per Dozen			
	Gloves						
34	Glove: Memphis, #1200S or Equal. Full feature Gunn cut pattern, full leather palm, index finger and thumb, fingertips and knuckle strap, remainder canvas. With 2 1/2" starched cuff.	Small	53%	\$ 10.62	144	RADNOR	64057513
		Medium	53%	\$ 10.62	144	RADNOR	64057514
		Large	53%	\$ 10.62	144	RADNOR	64057515
		XLarge	53%	\$ 10.62	144	RADNOR	64057516
35	Glove: Memphis, #1200D or Equal. Same specs as Item 34 with the following exception. Comes with 2 1/2" Denim cuff and back.	Small	53%	\$ 11.72	144	RADNOR	64057520
		Medium	53%	\$ 11.72	144	RADNOR	64057521
		Large	53%	\$ 11.72	144	RADNOR	64057522
		XLarge	53%	\$ 11.72	144	RADNOR	64057523
36	Glove: Memphis #1430 or Equal. Same specs as Item 34 with the following exception. Comes with 2 1/2" Leather cuff, Large size.	Small	53%	\$ 32.62	144	RADNOR	64057585
		Medium	53%	\$ 32.62	144	RADNOR	64057586
		Large	53%	\$ 32.62	144	RADNOR	64057587
		XLarge	53%	\$ 34.08	144	RADNOR	64057588
37	Glove: Memphis #1700 or Equal. Full feature Gunn cut Pattern, selected heavy side leather palm sewn with heavy tread, 2 3/4" safety cuff.	Small	53%	\$ 4.38	144	RADNOR	64057128
		Medium	53%	\$ 4.38	144	RADNOR	64057129
		Large	53%	\$ 4.38	144	RADNOR	64057129
		XLarge	53%	\$ 4.38	144	RADNOR	64057128
38	Glove Memphis #7100 or Equal. Economy brown jersey, clute pattern, knit wrist. 9 oz., minimum fabric weight.	Small	53%	\$ 4.38	144	RADNOR	64057128
		Medium	53%	\$ 4.38	144	RADNOR	64057129
		Large	53%	\$ 4.38	144	RADNOR	64057129
		XLarge	53%	\$ 4.38	144	RADNOR	64057128
39	Glove Memphis #7100C or Equal. Economy Glove, brown jersey, clute pattern, knit wrist. 10 oz. minimum fabric weight.	Small	53%	\$ 4.38	144	RADNOR	64057128
		Medium	53%	\$ 4.38	144	RADNOR	64057129
		Large	53%	\$ 4.38	144	RADNOR	64057129
		XLarge	53%	\$ 4.38	144	RADNOR	64057128
40	Glove Memphis #8200 or Equal. All cotton canvas, clute pattern, straight thumb, knit wrist. Choice of sizes, 12 oz., minimum fabric weight.	Small	53%	\$ 4.65	144	RADNOR	64057102
		Medium	53%	\$ 4.65	144	RADNOR	64057102
		Large	53%	\$ 4.65	144	RADNOR	64057102
		XLarge	53%	\$ 4.65	144	RADNOR	64057102
41	Glove Memphis #8300 or Equal. All cotton canvas, clute pattern, straight thumb, knit wrist. Choice of sizes, 12 oz. minimum fabric weight.	7	53%	\$ 4.65	144	MEMPHIS	8300
		8	53%	\$ 4.65	144	MEMPHIS	8300
		9	53%	\$ 4.68	144	MEMPHIS	8300
		10	53%	\$ 4.68	144	MEMPHIS	8300
42	Glove Memphis #8526C or Equal. All gold fleece, full chore style, quilted material, knit wrist, size large, 26 oz., minimum fabric weight.	7	53%	\$ 9.73	144	RADNOR	64057192
		8	53%	\$ 9.73	144	RADNOR	64057192
		9	53%	\$ 9.73	144	RADNOR	64057192
		10	53%	\$ 9.73	144	RADNOR	64057192
43	Glove Memphis #5430 or Equal. Black neoprene, .030" flock lined, 12" length, rolled cuff.	7	53%	\$ 19.34	144	MEMPHIS	5430
		8	53%	\$ 19.34	144	MEMPHIS	5430
		9	53%	\$ 19.34	144	MEMPHIS	5430
		10	53%	\$ 19.34	144	MEMPHIS	5430
44	Glove, Memphis Glove #5430 or Equal. Neoprene/Natural Latex Blend, .022", flock lined, 12" length, scalloped cuff.	7	53%	\$ 10.37	144	WESTCHESTER	33224 M
		8	53%	\$ 10.27	144	WESTCHESTER	33224 L
		9	53%	\$ 10.27	144	WESTCHESTER	33224 XL
		10	53%	\$ 10.27	144	WESTCHESTER	33224 XXL

**SAFETY07
CONTRACT PRICING PAGE - SAFETY ILLUMINATORS**

Line Item	Description	DISCOUNT INDUSTRIAL		# PER CASE	MFG.	MFG #
		Disct fr List (%)	Price Each			
* Red Emergency Flares: Visible in fog, rain or snow, self contained striker, complies with ICC regulations, Bureau of Explosive Specifications and approved by the underwriters lab. These items may be used by the Department of Highways and the Department of Public Safety.						
	Safety Illuminators					
45	Flares, Emergency 30 min Spikeless	40%	\$ 1.60	36	ORION	730
46	Flares, Emergency 30 min W/Spike	40%	\$ 1.74	36	ORION	2730
47	Cyalume Light Sticks, 12 hr Green	40%	\$ 0.69	500	CYALUME GRN	
48	Cyalume Light Sticks, 30 min High Intensity Red	40%	\$ 0.69	500	CYALUME RED	
49	Cyalume Light Sticks, 30 Min High Intensity Yellow	40%	\$ 0.69	500	CYALUME YELLOW	

**SAFETY07
CONTRACT PRICING PAGE - SAFETY CAPS**

DISCOUNT INDUSTRIAL		# PER CASE	MFG.	MFG #
Line Item	Description	Disct fr List (%)	Price Each	
Safety Caps				
50	Safety Caps - High Density Polyethylene, Slotted for accessories W/ Ratchet Suspension, Bullard #RT5100 or Equal	40%	\$ 6.17	20 RADNOR 6405 1020W
51	Safety Caps - High Density Polyethylene, Slotted for accessories W/ Standard Suspension, Bullard #5100 or Equal	40%	\$ 3.77	20 RADNOR 64051010W
52	Cold Weather Cap Liner	40%	\$ 1.59	1 OCCONOMIX RG200
53	Sweatband: Cellulose, Kappler #155 or Equal	40%	\$ 0.14	100 OCCONOMIX SB100
54	Safety Cap with Nylon Full Face Shield	40%	\$ 11.08	1 RADNOR 64051010

SAFETY10 Specifications

Purpose

The West Virginia Division of Purchasing, "State", is soliciting quotations for a blanket, open-end statewide contract to provide safety supplies to all West Virginia State Agencies, and political sub-divisions. Attached is a list of the most common safety items that the State purchased in the previous year.

Additional Information

All pricing is firm for a period of one (1) year. If the manufacture should change or discontinue a model number, then the vendor shall provide an alternate model with the same performance and construction features at the original bid price.

If bidding "or equal" brand, samples and specification sheets should be received prior to bid date.

The item(s) as specified is (are) shown only as an example of the quality level and operational characteristics requested by the agency and not intended to mean the only acceptable brand. Vendors who are bidding alternates must so state and include pertinent literature and specifications. Failure to provide information for any alternates may be grounds for rejection of the bid.

If any proprietary, trade, brand, or manufacture's name or part number is used herein in describing the required equipment, it shall be understood to indicate the minimum standard of composition and quality required, and shall not be construed to exclude equipment that equals or exceeds the functional capability and quality of the named equipment.

The equipment bid herein shall be of standard manufacture and shall be new and shall be of the current production model.

Verification of product quality is the responsibility of the vendor. The State of West Virginia may require certified mail test data, certifications or samples for testing of material bid.

Vendor may request that the catalog be updated at renewal. Purchasing reserves the right to demand the net prices remain firm from original bid. If new catalog is accepted, certified spreadsheet reflecting any price changes shall be required comparing the original net price to the changed cost. If new Catalog is submitted for such renewal, such catalog must be the catalog published by vendor that contains the lowest prices quoted in any catalog published by vendor

and one that is used by the general public. If the Purchasing Division extends the offer to renew, and feels there are significant price increases, Purchasing reserves the right to re-bid the contract. If new catalog is accepted and the vendor rearranges the catalog and item classification changes, the highest discount of the two (the old and the new) shall apply to all items.

Orders shall be delivered within five (5) working days after orders are received. Emergency orders shall be delivered within one (1) working day after orders are received. Spending units must be advised in writing if orders will be delayed for any reason. Vendor shall carry an adequate stock to insure such delivery service for the duration of the contract.

Nonconforming products and materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract.

Vendor Responsibilities

1. Successful vendor shall provide catalogs/price lists, etc. at no charge, upon request by any state agency or political subdivision. Additional price lists/ catalogs may be required from the vendor at any time. These shall be provided at no cost to the State.
2. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract. Excessive out of stock and back orders will not be tolerated. Substitutions of products shall only be accepted if cleared by the agency prior to shipping of such substitution.
3. Each delivery shall be placed as requested in any one location at the delivery site. Dock deliveries are not acceptable unless so requested by the agency. All deliveries must be made during normal working hours for the delivery location. All orders (including back orders) shall not be invoiced until the actual item is delivered. Agencies shall have 30 days in which to return un-opened/un-used items at no charge. Normal returns may be done during a future delivery from the vendor. Agencies may request non-ordered items to be picked up within five days of delivery, even if there are no deliveries within this five-day time frame.
3. Successful vendor must be able to accept orders via phone, fax, internet, USPS.
4. Credits must be handled quickly and efficiently, promptly replacing incorrect items and processing credits in a timely manner..

5. Internet Access – Vendor must be able to provide internet ordering access. The successful bidder shall be responsible for training agency personnel in using their internet site for placing orders and coordinating the return pick ups. Successful vendor must be able to ensure the discounts shall be given through the internet site.
6. Vendor must send packing slip in each order.

Reports

Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value, agencies and political subdivisions which have used this contract. Additionally, the reports must show the method of order placement (internet, fax, etc.) both by the percentage and dollar amount. Successful vendor shall also be able to provide report showing the top 100 items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.

Send to: jo.a.adkins@wv.gov



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.
SAFETY10

PAGE

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

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

*709035445 304-346-0875
 AIRGAS MID AMERICA
 ONE OREGON ST
 CHARLESTON WV 25312

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/28/2010		NET 30		611237230			
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				
RECEIPT TICKET FOR PURCHASE ORDER: SAFETY10							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		345-00-00-100	EQUIPMENT, FIRST AID OR SAFETY		_____	_____	
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