



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

REQ NUMBER

SAFETY07

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN
304-558-2316

*709035445 02 304-485-6353
AIRGAS MID AMERICA
202 THIRD AVE

HUNTINGTON WV 25701

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

DATE PRINTED 05/24/2007	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 06/12/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		345-00-00-100		
EQUIPMENT, FIRST AID OR SAFETY						
REQUEST FOR QUOTATION						
PROVIDE VARIOUS SAFETY ITEMS TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS PER THE ATTACHED PRICING SHEETS AND SPECIFICATIONS						
BIDDERS SHOULD COMPLETE ALL INFORMATION REQUESTED. THESE PRICING SHEETS ARE DIVIDED BY CATEGORY (TYPE OF PRODUCT).						
NOTE: ALL QUANTITIES SHOWN ARE ESTIMATES ONLY AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT ORDERS.						
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 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

Deana W. Agus

TELEPHONE

800-523-4428

DATE

6-7-2007

TITLE

Customer Ser Rep 611237230

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130



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ATTACHED TO THE INVOICE.						
IF BIDDING "OR EQUAL" BRAND, SAMPLES SHOULD BE RECEIVED PRIOR TO THE BID DATE.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.						
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.						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE			DATE	
TITLE		FEIN			ADDRESS CHANGES TO BE NOTED ABOVE	

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<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 RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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.</p>						
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	REV. 04/11/2001 EXHIBIT 6					
<p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>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 FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p>						
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<p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE</p>						
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<p>FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>(X) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p>						
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<p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>AIRGAS Mid America</i></p> <p>DATE: <i>JUNE 7, 2007</i></p> <p>SIGNED: <i>Deana Wilgas</i></p> <p>TITLE: <i>Customer Service Rep.</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p>						

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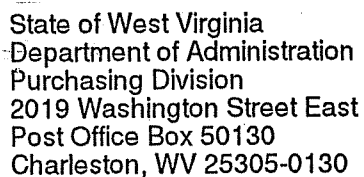
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NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: 43						
RFQ. NO.: SAFETY07						
BID OPENING DATE: 06/12/2007						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304-523-6406 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- DIANA Wilgus -----						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT	
***** THIS IS THE END OF RFQ SAFETY07 ***** TOTAL: _____							
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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.

Award

The lowest cost, most complete bid meeting specifications shall be awarded a contract. The discount from list shall remain the same during the entire contract period, including any renewals. The award shall be based on the entire catalog.

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.

All items stating a **"must"** or **"shall"** are mandatory requirements. Failure to provide or meet any of these mandatory requirements shall be grounds to disqualify the entire quotation.

Bidders should sign and complete the contract coordinator information at the end of the pricing pages.

Successful vendor is to provide a nine (9) month summary report of procurement volumes by item and dollar amounts. This report must also include any purchases made by any political subdivision as well as state agencies in the State of WV. This is a single report which is to be furnished at the beginning of the tenth month of the contract. The report is to be sent electronically to:

Michael Austin – Senior Buyer
maustin@wvadmin.gov

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.

SAFETY07
PRICING PAGE - RAINWEAR

PRICING SHEET - SAFETY07

Page 1 of 2 * Rainwear

Line Item	Item	Est. Qty	Size	Disct fr List (%)	Price Ea	Total	#/Case	Color Bid	Mfg
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. Rainfair #2100-8000 or equal.	55	Small		6.00	330.00	6	yellow	Lacrosse
		110	Medium		6.00	660.00	6	✓	Rainfair
		165	Large		6.00	990.00	6	✓	✓
		605	X-Large		6.00	3,630	6	✓	✓
		55	XX-Large		6.00	330.00	6	✓	✓
		55	XXX-Large		6.90	379.50	6	✓	✓
		55	XXXX-Large		6.90	379.50	6	✓	✓
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, rainfare #0000-8005 or equal.	45	Medium		5.95	267.75	12	✓	✓
		67	Large		5.95	398.65	12	✓	✓
		225	X-Large		5.95	1338.75	12	✓	✓
		68	XX-Large		5.95	404.60	12	✓	✓
		23	XXX-Large		6.82	156.86	12	✓	✓
		22	XXXX-Large		6.82	150.04	12	✓	✓
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. Rainfair #0000-7020 or equal.	15	Small		9.10	136.50	12	✓	✓
		22	Medium		9.10	200.20	12	✓	✓
		23	Large		9.10	209.30	12	✓	✓
		67	X-Large		9.10	609.70	12	✓	✓
		23	XX-Large		9.10	209.30	12	✓	✓
		15	XXX-Large		10.45	156.75	12	✓	✓
		15	XXXX-Large		10.45	156.75	12	✓	✓
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. Rainfair #1100-8197.	9	Small		17.05	153.45	12	✓	✓
		17	Medium		17.05	289.85	12	✓	✓
		18	Large		17.05	306.90	12	✓	✓
		96	X-Large		17.05	1636.80	12	✓	✓
		17	XX-Large		17.05	289.85	12	✓	✓
		9	XXX-Large		19.60	176.40	12	✓	✓
		9	XXXX-Large		19.60	176.40	12	✓	✓

SAFETY07
PRICING PAGE - RAINWEAR

PRICING SHEET - SAFETY07							Page 2 of 2 * Rainwear		
Line Item	Item	Quantity	Size	Disc't fr List (%)	Price Ea	Total	#/Case	Color Bid	Mfg
5	Rain pants: 3 oz Oxford weave nylon, polyurethane	5	Small						
	Coated inside, flame resistant. Meets federal 191B, method 5903.0 fire retardency. Stitched and tape sealed seams, snap fly, storm fly front, color yellow, sized S - XXXXL. Rainfair #1900-8497 or equal.	5	Medium						
		15	Large						
		45	X-Large						
		20	XX-Large						
		5	XXX-Large						
		5	XXXX-Large						
6	Rain Pants: Nylon	2	Small						
	Fully vulcanized, stitched and taped sealed seams, storm fly front, length 29", colors yellow and green. Sizes S-XXXXL. Rainfair #1900-1403 or equal.	3	Medium						
		8	Large						
		22	X-Large						
		10	XX-Large						
		3	XXX-Large						
		2	XXXX-Large						
7	Rain Overall: Nylon, Neoprene outside coating	2	Small						
	Fully vulcanized, stitched and taped sealed seams, storm fly front, length 29", colors yellow and green. Sizes S-XXXXL. Rainfair #1700-8152 or equal.	3	Medium						
		8	Large						
		22	X-Large						
		10	XX-Large						
		3	XXX-Large						
		2	XXXX-Large						

SAFETY07
PRICING PAGE - FOOTWEAR

Line Item	Item	Est. Quantity	Disct fr List (%)	Price per Pair	Total	#/Case	Color Bid	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. Rainfair #2400-9085 or equal.	50		13.65	682.50	6		<i>Decrease Rainfair</i>
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.	25		17.05	426.25			✓
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.	30		14.75	442.50			✓
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.	175		33.50	5862.50			✓
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.	25		30.10	752.50			✓

SAFETY07

Page 1 of 1 *Eyewear

* Unless otherwise noted, all eyewear must meet Ansi Z87.1-1989 or latest edition of this standard.

SAFETY07
PRICING PAGE - PROTECTIVE CLOTHING

SPECIFICATIONS: Dupont Tyvek Coverall: Long torso length, full cut seat and leg opening, non-sparking zipper, skid resistant material for attached boots, serged seams.

Page 1 of 1 *Protective Clothing

Minimum specifications for large size:

Torso length:	Center front seam	29"
	Center back seam	38"
	Zipper length	26"
	Inseam length	29"

Protective coverall may be used for asbestos removal, general maintenance, dry particulate protection, light splash protection. Lakeland or equal. (Alternate garment materials will be considered with manufacturer's documentation.)

Line Item	Item	Size	Est. Quantity	Disct fr List (%)	Price Ea	Total	#/Case	Color Bid	Mfg
Protective Clothing, Disposable									
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	12		2.99	35.88	25	white	DPP
		Medium	13		2.99	38.87			Dupont
		Large	38		2.99	113.62			Lakeland
		X-Large	112		2.99	334.88			Protection
		XX-Large	50		3.05	152.50			
		XXX-Large	13		3.23	41.99			
		XXXX-Large	12		3.63	43.56			
19	Coverall: Zipper Front Attached Hood & Non Skid Boots Brand Name: Lakeland #1414 or Equal.	Small	13		3.68	47.84			
		Medium	14		3.68	51.52			
		Large	41		3.68	150.88			
		X-Large	125		3.68	460.00			
		XX-Large	55		3.74	205.70			
		XXX-Large	14		3.96	55.44			
		XXXX-Large	13		4.48	58.24			
20	Coverall: Zipper Front, Elastic Wrists and Ankles Brand Name Lakeland 1417 or Equal	Small	1		3.38	3.38			
		Medium	1		3.38	3.38			
		Large	2		3.38	6.76			
		X-Large	6		3.38	20.28			
		XX-Large	3		3.44	10.32			
		XXX-Large	1		3.70	3.70			
		XXXX-Large	1		4.10	4.10			
21	Coverall: Zipper Front, Attached Hood, Elastic Wrists and Ankles Brand Name Lakeland 1428 or Equal	Small	1		3.63	3.63			
		Medium	1		3.63	3.63			
		Large	2		3.63	7.26			
		X-Large	6		3.63	21.78			
		XX-Large	3		3.68	11.04			
		XXX-Large	1		3.90	3.90			
		XXXX-Large	1		4.40	4.40			
55	Wrap-around Safety Chaps, Stihl #0000-886-3204 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 STIHL #888-886-3204 or equal.	**	50			75.70			

* Purchase in case quantity
** order in quantities of 10 per size

**SAFETY07
PRICING PAGES - EAR PROTECTION**

* Unless otherwise noted, all ear protection must meet Ansi S3.19 or latest edition of this standard.

Page 1 of 1 *Ear Protection

Line Item	Item	Est. Qty	Disct fr List (%)	Price Per Pair	Total	Count Per Carton	Carton Price	# Cartons Per Case	Total Per Case	Case Price	Mfg	Model
22	Vinyl Foam Earplugs - Cylinder Shape <i>310-1001</i> Ear canal, min. NRR:29 - Individually bagged earplugs in dispenser box, approx. 2,000 pair per case.	20		<i>.09</i>	<i>1.80</i>	<i>200</i>	<i>18.00</i>	<i>10</i>	<i>2000</i>	<i>180.00</i>	<i>Clear</i>	<i>310-1001</i>
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.	5		<i>.09</i>	<i>.45</i>	<i>200</i>	<i>18.00</i>	<i>10</i>	<i>2000</i>	<i>180.00</i>	<i>Clear</i>	<i>312-1201</i>
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.	40		<i>.09</i>	<i>3.60</i>	<i>200</i>	<i>18.00</i>	<i>10</i>	<i>2000</i>	<i>180.00</i>	<i>Clear</i>	<i>312-1208</i>
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.	5		<i>10.25</i>	<i>51.25</i>	<i>1</i>	<i>7.50</i>	<i>20</i>	<i>20</i>	<i>205.00</i>	<i>Howard Leight</i>	<i>1010926</i>
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.	5		<i>7.50</i>	<i>37.50</i>	<i>1</i>	<i>7.50</i>	<i>10</i>	<i>10</i>	<i>75.00</i>	<i>Clear</i>	<i>H9A</i>
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.	50		<i>10.25</i>	<i>512.50</i>	<i>1</i>	<i>10.25</i>	<i>20</i>	<i>20</i>	<i>205.00</i>	<i>Howard Leight</i>	<i>1010926</i>

SAFETY07

PRICING PAGE - RESPIRATORS

Pricing Sheet - SAFETY07						Page 1 of 1 *Respirators			
Line Item	Item	Est. Qty	Disct fr List (%)	Price Ea	Total	Case Price	# Per Case	Mfg	Model
Respirators									
28	Respirator, Dust/Mist, Disposable: Two Membranes	125		3.60	450.00	36.00/BX 288.00/ea	10/BX 80/ea	3M	8212
	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.								
29	Respirator, nuisance dust mask Single woven membrane, adjustable metal nose piece, single elastic head strap. Not NIOSH approved.	* 10		.50	5.00	10.00/BX 80.00/ea	20/BX 160/ea	3M	8210

* 20 per BX - Must purchase by lot

SAFETY07

PRICING PAGE - FIRE EXTINGUISHERS

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.

Page 1 of 1 * Fire Extinguishers									
Line Item	Item	Est. Quantity	Disct fr List (%)	Price Ea	Total	Case Price	# Per Case	Mfg	Model
	Fire Extinguishers								
30	Fire Extinguisher 2 1/2 lb. W/Vehicle Bracket, Rated 1A-10B:C	50		24.10	1205		1	Dracul	429101
31	Fire Extinguisher, 5 lb. W/Vehicle Bracket. Rated 4A-60B:C	12		27.25	327.00		1	✓	429106
32	Fire Extinguisher, 10 lb. W/Wall Hook, Rated 4A-60B:C	40		39.00	1560		1	✓	429003
33	Fire Extinguishers 2 1/2 lb. W/Vehicle Bracket, Rated 10B:C	5		21.90	109.50		1	✓	429101

All Fire Extinguishers will be shipped F.O.B. Ship Point (including Storage Charge) from Charleston, WV

SAFETY07
PRICING PAGE - GLOVES

Pricing Sheet - SAFETY07

Page 1 of 2 * Gloves

Line Item	Item	Size	Est. Qty / Dz	Disct fr List (%)	Price Per Dozen	Total	Case Price	# Per Case	Mfg	Model/Style
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	13		8.84	114.92	106.08	72	Memphis	1200S
		Medium	13		8.84	114.92	106.08	72	✓	Conner in
		Large	50		8.84	442.00	106.08	72	✓	More Large only
		XLarge	50		8.84	442.00	106.08	72	✓	
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	3		8.18	24.54	49.08	72	Radnor	64057592
		Medium	3		8.18	24.54	49.08	72		Memphis only
		Large	10		8.18	81.80	49.08	72		1200D
		XLarge	10		8.18	81.80	49.08	72		Not available
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	1							
		Medium	1							
		Large	1							
		XLarge	1							
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	4		31.65	126.60	189.90	72	Memphis	1700S
		Medium	6		31.65	189.90	189.90	72	✓	1700M
		Large	16		31.65	506.40	189.90	72	✓	1700L
		XLarge	16		34.36	549.76	206.16	72	✓	1700XL
38	Glove Memphis #7100 or Equal. Economy brown jersey, culate pattern, knit wrist. 9 oz., minimum fabric weight.	Small	58		3.40	197.20	85.00	300	Radnor	64057129
		Medium	88		3.40	299.20	85.00	300	✓	Memphis
		Large	204		3.40	693.60	85.00	300	✓	64057128
		XLarge	233		3.40	792.20	85.00	300	✓	Radnor

** Available in More Large Only*

SAFETY07
PRICING PAGE - GLOVES

Pricing Sheet - SAFETY07

Page 2 of 2 *Gloves

Line Item	Item	Qty / Dz	Disc fr List (%)	Price Per Dozen	Total	Case Price	# Per Case	Mfg	Model
Gloves (cont'd)									
39	Glove Memphis #7100C or Equal, Economy Glove, brown jersey, culate pattern, knit wrist. 10 oz. minimum fabric weight.	Small		4.43	8.86	110.75	300	Rudner	64057133
		Medium		4.43	13.29	110.75	300	✓	Memor
		Large		4.43	44.30	110.75	300	✓	64057132
		XLarge		4.43	44.30	110.75	300	✓	Jadice
40	Glove Memphis #8200 or Equal, All cotton canvas, culate pattern, straight thumb, knit wrist. Choice of sizes, 12-18 oz. minimum fabric weight. <i>8200ea 10 oz</i>	Small		3.00	30.00	75.00	300	Rudner	64057104
		Medium		3.00	30.00	75.00	300	✓	Memor
		Large		6.10	244.00	152.50	300	✓	64057101
		XLarge		6.10	244.00	152.50	300	✓	Jadice
41	Glove Memphis #8300 or Equal, All cotton canvas, culate pattern straight thumb, knit wrist. Choice of sizes, 12 oz. minimum fabric weight. <i>Jadice 10 oz</i>	7		3.00	6.00	75.00	300	Rudner	64057107
		8		3.00	9.00	75.00	300	✓	Memor
		9		4.50	45.00	112.50	300	✓	64057101
		10		4.50	45.00	112.50	300	✓	Jadice
42	Glove Memphis #8526C or Equal, All gold fleece, full chore style, quilted material, knit wrist, size large, 28oz., minimum fabric weight.	7		8.73	174.60	174.60	240	Memor	
		8		8.73	174.60	174.60	240	✓	Memor
		9		8.73	698.40	174.60	240	✓	Jadice
		10		8.73	698.40	174.60	240	✓	Jadice
43	Glove Memphis #5430 or Equal, Black neoprene, .030" flock lined, 12" length, rolled cuff.	7		9.44	9.44	113.28	144	Memor	5430
		8		9.44	18.88	113.28	144	✓	✓
		9		9.44	37.76	113.28	144	✓	✓
		10		9.44	47.20	113.28	144	✓	✓
44	Glove, Memphis Glove #5480 or Equal, Neoprene/Natural Latex Blend, .022" flock lined, 12" length, scalloped cuff. <i>5480</i> <i>is scaled 15 mil</i>	7		3.82	15.28	45.84	144	Memor	5480
		8		3.82	19.10	45.84	144	✓	✓
		9		3.82	64.94	45.84	144	✓	✓
		10		3.82	68.76	45.84	144	✓	✓

**SAFETY07
PRICING PAGE - SAFETY CAPS**

High density Polyethylene, slotted for accessories, includes ratchet suspension with no metal parts, headband, neck strap, sweatband and adjustable crown straps, standard size 6 1/2" to 8", meets Ansi Z89.1. Colors: White and Yellow. Bullard #RT5100 or equal.

Page 1 of 1 *Safety Caps

Line Item	Item	Est. Qty	Disct fr List (%)	Price Each	Total	Case Price	# Per Case	Mfg	Model	Min Order Qty
	Safety Caps									
50	Safety Caps - High Density Polyethylene, Slotted for accessories W/ Ratchet Suspension, Bullard #RT5100 or Equal	400		6.69	2,676	133.80	20	Bullard	5100R	1
51	Safety Caps - High Density Polyethylene, Slotted for accessories W/ Standard Suspension, Bullard #5100 or Equal	10		3.96	39.60	79.20	20	Bullard	5100	1
52	Cold Weather Cap Liner	900		1.71	1,539	205.20	120	economix	RQ300	1
53	Sweatband: Cellulose, Kappler #155 or Equal	10		.28	2.80	280.00	1000	Jackson	DB-801	1
54	Safety Cap with Nylon Full Face Shield	* 5		9.83	49.15			Bullard crews		1

Hat 5100 3.96
Cap Attachment 102 4.15
Nylon 181540 1.72
9.83

SAFETY07
PRICING PAGE - MISCELLANEOUS

Pricing Sheet - SAFETY07

Line Item	Item	Size	Est. Qty / Dz	Disct fr List (%)	Price Per Dozen	Total	Case Price	# Per Case	Mfg	Model/Style
55	Miscellaneous	All other catalog items - Discount from list.								% 30

RAINWEAR
 FOOTWEAR
 EYEWEAR
 PROTECTIVE CLOTHING
 EAR PROTECTION
 RESPIRATORS
 FIRE EXTINGUISHERS
 GLOVES
 SAFETY ILLUMINATORS
 SAFETY CAPS
 MISCELLANEOUS

%
%
%
%
%
%
%
%
%
%
%

VENDOR INFORMATION

Contract Coordinator:	<i>Diana Wilgus</i>	Authorized Signature:	<i>Diana Wilgus</i>
Phone Number:	<i>800 523-4428</i>	Date:	<i>JUNE 7, 2007</i>
Fax Number:	<i>304-523-6406</i>	Email Address:	<i>Diana.Wilgus@HIGAS.com</i>

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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 agencies 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Airgas Mid America

Authorized Signature: Diana Helges Date: 6/7/2007