



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.
WATER10

PAGE
1

BLANKET RELEASE
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CHANGE ORDER

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INVOICE TO

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

AGENCY COPY

VENDOR

*709040458 800-999-3484
 C I THORNBURG COMPANY INC
 PO BOX 2163

 HUNTINGTON WV 25722-2163

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/21/2009		NET 30		550421240			
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				
<p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>THIS IS A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE WATER TREATMENT CHEMICALS FOR ALL STATE AGENCIES AND ALL POLITICAL SUBDIVISIONS.</p> <p>THIS CONTRACT IS AWARDED PER THE FOLLOWING:</p> <ol style="list-style-type: none"> 1. REQUEST FOR QUOTATION DATED 11/12/09. 2. WATER10 GENERAL SPECIFICATIONS. 3. VENDOR'S BID DATED 12/16/09. <p>PRICING PAGE IS ATTACHED. MINIMUM ORDER FOR PREPAID SHIPPING TO ONE, IN-STATE DESTINATION SHALL BE \$200.00. FOR ORDERS LESS THAN \$200.00 TRANSPORTATION CHARGES (IF ANY) WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL ATTACHED TO THE INVOICE. AGENCIES MAY MAKE PURCHASES UNDER THE \$200 LIMIT AT A LOCAL SOURCE TO AVOID DELIVERY CHARGES. NOTE: STRINGING ORDERS TO CIRCUMVENT PURCHASING REGULATIONS IS PROHIBITED.</p> <p>PRICES ARE FIRM FROM DATE OF AWARD FOR ONE YEAR.</p> <p>CONTACT COORDINATOR:</p>							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

DEC 28 2009

Kimberly D. H.

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12/21/09

OPEN END
TOTAL

APPROVED FOR ONE FISCAL YEAR
George S. Wayfield

BY *[Signature]* BUYER 43 304-558-8806
 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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	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
0001		EA			.00000		
	12/31/2010		885-70				
	WATER TREATMENT CHEMICALS						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JANUARY 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						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY
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BY _____
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	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. 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.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED						

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<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA</p>							
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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.							
						TOTAL	

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STATEWIDE CONTRACT: WATER10- Bid Spreadsheet / CI Thornburg Co.

ITEM #	Generic Description	UNIT PRICE
1	Aluminum Sulfate, 50 lb bag, Comml.	20.00
2	Calcium Hypochlorite, Min. 70%, 1", 45 lb pail	130.00
3	Calcium Hypochlorite, 1", 100 lb drum	235.00
4	Calcium Hypochlorite, Granular, 100 lb drum	210.00
5	Liquid Chlorine - 150 lb. cyl.	85.00
6	Soda Ash - Refined	16.50
7	Soda Ash - Dense	16.70
8	Soda Ash - Briquettes	19.00
9	Sodium Fluoride	160.00
10	Hydrated Lime	9.00
11	Caustic Soda	167.00
12	Salt	10.75
13	Muratic Acid	72.00
14	Cyanuric Acid, 50 lb.	92.00
15	Sodium Hypochlorite, 55 gallon	150.00
16	Delpac 2020, 55 lb drum	210.00
17	Delpac 2020, Bulk corrsive liquid	0.38/lb.
18	Potassium Permangumate, 55 lb.	265.00
19	Gallon Tote of Bulk Sodium	1.60/gal
20	3" Calcium Hypochlorite 68% Tablet	160.00

Bidder Information

The C.I. Thornburg Co, Inc.

Address: 4034 Altizer Avenue

Huntington, WV 25705

Telephone: 304-523-3484

Fax# : 304-523-0510

Email: ed.morrison@cithornburg.com

WATER10 General Specifications

SCOPE

This contract is to furnish water treatment chemicals to all state agencies and political subdivisions. It is the intent of this contract to cover current product applications and any new product applications as they become available. This bid shall be a Request for Quotation" (RFQ); it is preferred a single award for all items be issued to the lowest responsible bidder, whose products meet the minimum quality defined herein. A sample shall be provided upon request.

General Information

1. All products bid, furnished and delivered must meet the needs of the State of West Virginia. Each item bid on the pricing page must be identified with the brand and manufacturer's number on the bid form. Vendors are requested to type the pricing pages. Failure to indicate the minimum order quantity on the pricing sheets shall require the vendor to ship any quantity of that product ordered, regardless of order size.
2. Bidders shall complete the pricing on "WATER10 Pricing/Information Page". Bidders should complete all columns and information requested. Quantities for each item represent an approximate volume. No future use of contract is guaranteed or implied. The "unit price" must be the final price that will be charged to the State of West Virginia.
3. If bidding an "Equal To" other than the brand listed, bidders are required to supply literature with the chemical composition demonstrating the product is In fact equal in quality.
4. The lowest cost bid whose products meet or exceeds the acceptable quality, shall be awarded a contract.
5. The item or model number(s) may be updated at renewal. If the Purchasing Division extends the offer to renew, and the catalog prices have significant increases, Purchasing may decline and re-bid the contract.
6. Estimated Quantity amounts are shown for informational purposes only and should not be construed as a guarantee of any future contract usage.
7. Orders shall be delivered within three (3) working days after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.
8. All deliveries must be made during normal working hours for the delivery location. All shipments of products requiring a material safety data sheet (MSDS) shall include a MSDS included with the product.

WATER10 General Specifications

9. All bids are to be quoted as F.O.B. destination to any West Virginia location. The minimum order for prepaid shipping to one, in-state destination shall be \$200.00. For orders less than \$200.00, transportation charges (if any) will be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$200.00 limit at a local source to avoid the delivery charges. Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.
10. The successful bidder shall not substitute any other brand of products from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
11. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
12. Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value and agencies (including political subdivisions) which have used this contract. Successful vendor shall also be able to provide report showing the top 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.
13. 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; and shall be credited or not invoiced if caught prior to billing.
14. Internet Access – Vendor should be able to provide internet ordering access. If vendor has such capabilities, this should be so noted in their quotation and describe the process for setting up such ordering for state agencies. Internet access is not a requirement for bidding.



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			RECEIPT TICKET FOR PURCHASE ORDER:			WATER10	
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		885-70	WATER TREATMENT CHEMICALS		_____	_____	
			SIGNATURE _____		DATE _____		
						TOTAL	

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