GROUP NO./COMMODITY: 39012/ASBESTOS ABATEMENT SAFETY SUPPLIES

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Contractor</th>
<th>Contact Information</th>
<th>Federal ID#</th>
</tr>
</thead>
<tbody>
<tr>
<td>PA-12022</td>
<td>Airgas Safety Inc.</td>
<td>Jessica Lord, Sr. Account Executive</td>
<td>23-2840701</td>
</tr>
<tr>
<td></td>
<td>2501 Green Lane, Levittown, PA 19057</td>
<td>Phone: 215-826-0200 Ext. 4630</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Toll Free: 800-827-2338 Ext. 4630</td>
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<tr>
<td></td>
<td></td>
<td>Fax: 215-826-0300</td>
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<tr>
<td></td>
<td></td>
<td>Toll Free Fax: 800-827-8036</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>E-Mail: <a href="mailto:jessica.lord@airgas.com">jessica.lord@airgas.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor ID# 1000008936</td>
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</tr>
</tbody>
</table>

1% Cash Discount for payment within 10 days of delivery and/or receipt of voucher

Contract Period: March 15, 2013, through March 14, 2015

Invitation For Bids (IFB) No.: 913 (Replaces Award No. 698)

Bid Opening Date: January 31, 2013

Direct inquiries regarding this contract to:

Kathleen Gallagher, Purchasing Agent
NYS Department of Corrections and Community Supervision
Division of Industries
550 Broadway
Albany, NY 12204-2802

Telephone: (518) 436-6321 Ext. 2514
Fax: (518) 434-7434
E-Mail: Kathleen.Gallagher@doccs.ny.gov

By: ______________________
Nancy Abraham
Supervisor CI Purchasing

FOR TAX FREE TRANSACTIONS UNDER THE INTERNAL REVENUE CODE, THE NEW YORK STATE REGISTRATION NUMBER IS 14740026K.

TERMS AND CONDITIONS AS APPLIED TO THIS CONTRACT ARE AS PER THE REFERENCED INVITATION FOR BIDS, PROCUREMENT LOBBYING ACT, CONTRACTOR CERTIFICATION (Tax Law 5-a, ST-220 Form) AND THE ATTACHED PAGES.
PRICE:
Price shall include all customs, duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering agency including.
Also, upon mutual agreement, delivery locations may be expanded per the “Extension of Use” clause.

LOT I (Items #1-4):

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Award Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Asbestos Disposal Bags</td>
<td>NO AWARD</td>
</tr>
<tr>
<td>2.</td>
<td>Polyethylene Sheeting</td>
<td>NO AWARD</td>
</tr>
<tr>
<td>3.</td>
<td>Reinforced Polyethylene Sheeting</td>
<td>NO AWARD</td>
</tr>
<tr>
<td>4.</td>
<td>Asbestos Removal Glove Bags</td>
<td>NO AWARD</td>
</tr>
</tbody>
</table>

LOT II – OTHER SAFETY SUPPLIES (ITEMS #5-21):

Item #5 – Clothing
*Discount from tendered Manufacturer’s Current Published Price Schedule: 42%

*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O

Item #6 – Absorbents/Spill Control
*Discount from tendered Manufacturer’s Current Published Price Schedule: 41%

*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O

Item #7 – Ergonomics
*Discount from tendered Manufacturer’s Current Published Price Schedule: 37%

*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O

Item #8 – Chemicals
*Discount from tendered Manufacturer’s Current Published Price Schedule: 35%

*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O
LOT II – OTHER SAFETY SUPPLIES (ITEMS #5-21) (Cont’d)

Item #9 – Environmental Hardware/Tools
*Discount from tendered Manufacturer’s Current Published Price Schedule: 38%
*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O

Item #10 – Clean-Up Disposal
*Discount from tendered Manufacturer’s Current Published Price Schedule: 37%
*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O

Item #11 – Eye/Face Protection
*Discount from tendered Manufacturer’s Current Published Price Schedule: 35%
*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O

Item #12 – Fall Protection
*Discount from tendered Manufacturer’s Current Published Price Schedule: 31%
*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O

Item #13 – First Aid
*Discount from tendered Manufacturer’s Current Published Price Schedule: 38%
*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O

Item #14 – Footwear
*Discount from tendered Manufacturer’s Current Published Price Schedule: 36%
*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O
### LOT II – OTHER SAFETY SUPPLIES (ITEMS #5-21) (Cont’d)

#### Item #15 – Hand Protection
*Discount from tendered Manufacturer’s Current Published Price Schedule: 36%
*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O

#### Item #16 – Head Protection
*Discount from tendered Manufacturer’s Current Published Price Schedule: 31%
*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O

#### Item #17 – Hearing Protection
*Discount from tendered Manufacturer’s Current Published Price Schedule: 39%
*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O

#### Item #18 – Instruments/Monitors
*Discount from tendered Manufacturer’s Current Published Price Schedule: 19%
*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O

#### Item #19 – Plant/Facility Maintenance
*Discount from tendered Manufacturer’s Current Published Price Schedule: 39%
*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O

#### Item #20 – Respiratory Protection
*Discount from tendered Manufacturer’s Current Published Price Schedule: 29%
*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide
Guaranteed Delivery: 1-2 Days A/R/O
LOT II – OTHER SAFETY SUPPLIES (ITEMS #5-21) (Cont’d)

Item #21 – Signs/Labels (Barrier, Traffic, Etc.)
*Discount from tendered Manufacturer’s Current Published Price Schedule:  35%

*Discount applies to all catalog items considered part of this same category.

Number & Date of Price Schedule: Airgas Safety Products, 2013 Buyer’s Guide

Guaranteed Delivery: 1-2 Days A/R/O

CONTRACTOR; LOT II – ITEMS #5-21:  AIRGAS SAFETY INC.

REQUEST FOR CHANGE:
Any request by the agency or contractor regarding changes in any part of the contract must be made in writing prior to effectuation. Such requests are subject to approval of the State Comptroller.

APPENDIX A:
The contractor agrees to comply with Appendix A, New York State Standard Contract clauses.

CONTRACT PAYMENTS:
Payments cannot be processed by Division of Industries until the contract items have been delivered in satisfactory condition.

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to the extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contractor shall comply with the State Comptroller’s procedures to authorize electric payments. Authorization forms are available at the State Comptroller’s website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Properly completed vouchers are required to be forwarded to the Office of the State Comptroller for audit and payment. Agencies are urged to process vouchers expeditiously.

VENDOR RESPONSIBILITY DISCLOSURE:
Any finding of non-responsibility may be sufficient cause for Termination of the contract.

It is the sole responsibility of the resultant contractor, at any time throughout the contract period, to promptly notify the Division of Industries of any changes to its original responses in the questionnaire. Failure to do so may be sufficient cause for termination of the contract.

PROCUREMENT LOBBYING TERMINATION:
In accordance with the “Vendor Responsibility Disclosure” clause and/or “Termination – for Cause” in Appendix B, General Specifications and/or New York State Finance Law Section 139-k and/or Tax Law § 5-a, the Division of Industries reserves the right to terminate a contract by providing ten (10) days written notification to the Contractor, for cause in the event of determination made after an award with respect to vendor non-responsibility, or in the event of determination that certification filed in accordance with State Finance Law Section 139-k and/or Tax Law § 5-a was intentionally false or intentionally incomplete.
DELIVERY:
Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor’s obligation to seek clarification from the ordering agency and, if applicable, from the Department of Corrections and Community Services, Division of Industries.

INCLUSION OF NEW PRODUCTS:
Contractor shall offer all asbestos abatement safety supplies that are listed in the price list of the manufacturer, in each of the item sections, and shall offer any additional products that may be manufactured or perfected and sold by the contractor during the life of the contract at comparable discounts.

In the event new products are announced during the contract period, contractor agrees to furnish in duplicate any catalog amendment showing net prices at which new products may be purchased. These new items placed on the market during the agreement period are to be offered at corresponding discount comparable to that already extended on the items previously offered.

CONTRACTOR'S NOTES:
1. Contractor shall furnish the agency with written acknowledgement of the shipping date at least two weeks prior to shipment. Failure to comply may be cause for the initiation of contract default proceedings.
2. If shipment will not be made within the guaranteed delivery time, the contractor is required to notify the agency in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the material will be shipped. Should the delay be not acceptable to the using agency, appropriate contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.

All correspondence for the aforementioned two points shall be directed to:

NYS Department of Corrections and Community Supervision
Division of Industries
550 Broadway
Albany, NY 12204-2802
Attn: Kathleen Gallagher

NYS Department of Corrections and Community Supervision
Division of Industries
550 Broadway
Albany, NY 12204-2802
Attn: Sean Waite

ESTIMATED QUANTITIES:
The quantities or dollar values listed are estimated only. Unless otherwise stated the estimated quantities are annual usage. See "Estimated/Specific Quantity Contracts" in Appendix B, General Specifications.

CONTRACT PERIOD AND RENEWALS:
Prices or discounts quoted are to be firm for the entire period of the contract. Price escalation or discount reduction will not be allowed and is specifically excluded from the terms and conditions of the Invitation for Bid, its specifications and subsequent contract award. Price decreases or discount increases are permitted at any time.

If mutually agreed between the Division of Industries and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.
CANCELLATION FOR CONVENIENCE:
The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

WARRANTIES:
See "Warranties" in Appendix B, General Specifications.

RESERVATION:
The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than $50,000.00.

PRICE SHEETS AND CATALOG:
Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

EMERGENCY PURCHASING:
In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

NOTE:
All asbestos abatement safety supplies shall comply with applicable safety standards. Some of the required standards are, but not limited to: New York State Department of Labor (Asbestos, 12 NYCRR Part 56); United States Environmental Protection Agency (NESHAP, 40 CFR Part 61); Occupational Safety and Health Administration (Worker Protection, OSHA 29 CFR 1926.1101); and United States Department of Transportation (DOT HM-181).