



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

Request for Quotation

RFQ NUMBER
DCBATT10

PAGE
1

APPLICABLE REFERENCES TO AVOID INQUIRY
 JO ANN ADKINS
 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

Applied Industrial Technologies, Inc.
 604 E Street
 South Charleston, WV 25303

RFQ COPY

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

DATE PRINTED 07/21/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **08/20/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOM	UNIT PRICE	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		450-06		
<p>DRY CELL BATTERIES, FLASHLIGHTS AND LANTERNS</p> <p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY DRY CELL BATTERIES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>ATTACHMENTS: DCBATT10 SPECIFICATIONS, 2 PAGES. DCBATT10 PRICING/INFORMATION PAGE, ONE PAGE. RESIDENT VENDOR PREFERENCE. PURCHASING AFFIDAVIT.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON WEDNESDAY, AUGUST 12, 2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

RECEIVED
 2009 AUG 20 PM 1:13
 WV PURCHASING DIVISION

SIGNATURE 	TELEPHONE 304-746-2012	DATE 8/14/2009
TITLE CAO & VP of Government	FED 34-0117420	ADDRESS CHANGES TO BE NOTED ABOVE

Business 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, 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, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

RFQ No. DCBATT10

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. 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>.

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

Vendor's Name: Applied Industrial Technologies, Inc.

Authorized Signature:  Date: August 14, 2009

Purchasing Affidavit (Revised 01/01/09) Michael L. Coticchia
CAO & VP of Government Business



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 Department of Administration
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ADDRESS FOR RESPONDENCE OR ATTENTION OF
 JO ANN ADKINS
 304-558-8802

VENDOR'S COPY

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Applied Industrial Technologies, Inc.
 604 E Street
 South Charleston, WV 25303

BUYER'S COPY

ALL STATE AGENCIES
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 BY ORDER

DATE PRINTED: 07/21/2009		TERMS OF SALE		SHIP VIA		FOBT		FREIGHT TERMS		
BID OPENING DATE: 08/20/2009				BID OPENING TIME: 01:30PM						
LINE	QUANTITY	UOP	UNIT NO	ITEM NUMBER	UNIT PRICE	AMOUNT				
2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304.558.8802 EMAIL: JO.A.ADKINS@WV.GOV 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 <i>[Signature]</i>				TELEPHONE 304-746-2012				DATE 8/14/09		
TITLE CAO & VP of Government				FEN 34-0117420				ADDRESS CHANGES TO BE NOTED ABOVE		

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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, 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>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>			TELEPHONE 304-746-2012	DATE 8/14/09		
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07/21/2009				

BID OPENING DATE: 08/20/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UNIT	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REV. 05/26/2009</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 AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>REQ. NO.: DCBATT10-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-746-2012	DATE 8/14/09
TITLE CAO & VP of Government	FAX 304-0117420	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:				08/20/2009	
BID OPENING TIME:				1:30 P.M.	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					
----- 304 746-2018 -----					
CONTACT PERSON (PLEASE PRINT CLEARLY):					
----- Wendell -----					
Withdraw Cell Phone 3045522014					
***** THIS IS THE END OF RFQ DCBATT10 ***** TOTAL:					
Office Phone 304 746 2012					
SEE REVERSE SIDE FOR TERMS AND CONDITIONS					
SIGNATURE 			TELEPHONE	304-746-2012	DATE 8/14/09
TITLE CAO & VP of Government		FON		34-0117420	
ADDRESS CHANGES TO BE NOTED ABOVE					

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DCBATT10 Specifications

SCOPE

This contract is to furnish automotive and equipment lead acid batteries for vehicles and equipment owned and/or leased by various 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); a single award for all items will 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 manufacturer's number and the vendor's item 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 "DCBatt07 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. The award shall be a discount from list, based on discount shown on bid. Entire battery product line shall be covered by the subsequent contract awarded.

Vendor must sign the pricing page.

3. The lowest cost bid whose products meet or exceeds the acceptable quality, shall be awarded a contract.
4. The catalogs may be updated at renewal.
5. Estimated Quantity amounts are shown for informational purposes only and should not be construed as a guarantee of any future contract usage.
6. 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.

DCBATT10 Specifications

7. 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.
8. 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 \$50.00. For orders less than \$50.00, 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 \$50.00 limit at a local source to avoid the delivery charges. Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.
9. 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.
10. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
11. 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.
12. 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.
13. 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.

DCBATT10 - Pricing/Information Page

Item No.	Equal to or Exceed	Description	WV Electric Supply (Qty)	Discounted Unit Price	Total
1	Rayovac	6V HD Industrial Heavy Duty 6 volt spring terminals	3,500	1.27	4,427 ⁵⁰
2	Rayovac	AL 9V Alkaline 9 volt Size Shrink 6 pack	18,000	.83	14,850 ⁰⁰
3	Rayovac	AL AA Alkaline AA Size Shrink 8 pack	139,800	.18	24,604 ⁸⁰
4	Rayovac	AL AAA Alkaline AAA Size Shrink 8 pack	100,000	.19	18,700 ⁰⁰
5	Rayovac	AL C Alkaline C Size Shrink 6 pack	20,000	.39	7,700 ⁰⁰
6	Rayovac	AL D Alkaline D Size Shrink 6 pack	30,000	.57	17,160 ⁰⁰
7	Rayovac	IN2 Industrial 2 D Size with PR2 Bulb and Ring Hanger	400	2.75	1,100 ⁰⁰
8	Rayovac	IV2D Yellow 2 D Size Utility Flashlight	400	1.90	761 ²⁰
9	Rayovac	IV2DM Yellow 2 D Size Utility Flashlight with magnet	245	3.54	867 ⁷⁹
10	Rayovac	KFL Krypton Lantern with Stand	400	4.35	1,738 ⁰⁰
11	Rayovac	EVBF1 6V--B Floating Lantern and general purpose 6-volt Lantern Battery in sleeve	1,664	2.75	4,576 ⁰⁰
12	Rayovac	RL123A1 Photo Battery	2,000	1.38	2,750 ⁰⁰
				Grand Total \$	99,235.29

Single discount from list

~~0-15%~~ %

\$99,235.29

Vendor: Applied Industrial Technologies, Inc.

Contract Coordinator: Wendell Withrow

Telephone Number: 304-746-2012

Fax Number: 304-746-2018

Email Address: sc0125@applied.com

Signature: 

Michael L. Coticchia, CAO & VP of Government Business

Certification: By signing and submitting this bid, we hereby certify under penalty for fraud that all products listed meet all specifications contained in DCBATT10.

0-15% per Attached Price Pages

Rev. 06/08

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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,
 Bidder is a partnership, association or corporation resident vendor and 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 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,
 Bidder is a 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 four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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 Bidder's 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; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: Applied Industrial Technologies, Inc. Signed: [Signature]

Date: August 14, 2009 Title: CAO & VP of Government Business

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

Bidder's principal place of business is in Ohio with 6 locations and 39 employees in the State of West Virginia.

Price Pages

State Discount Percentage

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Distributor Unit	Price On Case
MAXIMUM BULK OTHER							
12800000005		813FT	ALK D FLAT TOP	105		0.97	101.85
12800174676		813 BULK	ALK D BULK PACK	105		1.05	110.25
12800177721		814 BULK	ALK C BULK PACK	168		1.05	176.40
12800236046		A1604 BK210	ALK 9V BULK PACK	210		2.14	449.40
12800173433		815 BULK	ALK AA BULK PACK	500		0.73	365.00
12800194636		824 BULK	ALK AAA BULK PACK	500		0.73	365.00
INDUSTRIAL MAXIMUM BULK OTHER							
12800488889		RDL4AA	ALK DOOR LOCK BATTE	96		4.79	459.84
12800488896		RDL4AAS	ALK DOOR LOCK BATTE	96		5.22	501.12
12800488902		RDL6AA	ALK DOOR LOCK BATTE	96		6.08	583.68
INDUSTRIAL MAXIMUM PRO PACK							
12800474127		ALD-12	ALK D CONTRACTOR P	8		13.20	105.60
12800474110		ALC-12	ALK C CONTRACTOR PA	8		11.64	93.12
12800507832		AL9V-12	ALK 9V CONTRACTOR P	12		22.80	273.60
12800474080		AL9V-8	ALK 9V CONTRACTOR P	12		15.20	182.40
12800503889		ALAA-48	ALK AA CONTRACTOR P	8		28.80	230.40
12800474097		ALAA-24	ALK AA CONTRACTOR P	12		14.40	172.80
12800474103		ALAAA-18	ALK AAA CONTRACTOR	12		11.52	138.24
12800507986		ALAAA-24	ALK AAA CONTRACTOR	12		14.40	172.80
INDUSTRIAL MAXIMUM SHRINK WRAP							
12800000425		AL-D	ALK D INDUSTRIAL 6P	72	BTY	1.15	82.80
12800000418		AL-C	ALK C INDUSTRIAL 6P	72	BTY	1.01	72.72
12800000449		AL-9V	ALK 9V INDUSTRIAL 6P	72	BTY	2.00	144.00
12800000432		AL-AA	ALK AA INDUSTRIAL 8	96	BTY	0.67	64.32
12800000456		AL-AAA	ALK AAA INDUSTRIAL	96	BTY	0.68	65.28
CHARGERS CLAM							
12800462049		PS3 CDN	REN 4 'N 8 POSN PWR	3		14.11	42.33
12800505401		PS32-4BWA	NIMH 4 POSN CHARGER	4		12.71	50.84
12800506903		PS131	4-POSITION NIMH CHA	3		6.18	18.54
12800498277		PS13-B CDN	4-POSITION NIMH CHA	3		6.18	18.54

14.11
12.71
6.18
42.33
50.84
18.54

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Distributor Unit	Price On Case
NIMH HYBRID CARDS							
12800476572		NM713-2	CHARGEABLE NIMH D C	6		7.32	43.92
12800476565		NM714-2	RECHARGEABLE NIMH C	6		7.32	43.92
12800470884		NM1604-1	RECHARGEABLE NIMH 1	6		5.40	32.40
12800506910		NM715-4OP	RECHARGEABLE NIMH 1	6		6.18	37.08
12800477388		NM715-4B	RECHARGEABLE NIMH A	6		8.85	53.10
12800477999		NM724-4B	RECHARGEABLE NIMH A	6		8.85	53.10
12800506927		NM724-4OP	RECHARGEABLE NIMH 8	6		6.18	37.08
RAYOVAC HEAVY DUTY BULK OTHER							
12800379606		6D BULK	HVY DTY D BULK	145		0.51	73.95
12800436125		D1604 BULK	HVY DTY 9V BULK	630		1.10	693.00
12800379866		5AA BULK	HVY DTY AA BULK	1,000		0.39	390.00
12800469956		3AAA BULK	HEAVY DUTY AAA BULK	1,000		0.38	380.00
INDUSTRIAL HVY DUTY SHRINK WRAP							
12800000470		HD-D	HVY DTY D INDUSTRIA	72	BTY	0.49	35.28
12800000463		HD-C	HVY DTY C INDUSTRIA	72	BTY	0.45	32.40
12800000494		HD-9V	HVY DTY 9V INDUSTRI	72	BTY	1.03	74.16
12800000487		HD-AA	HVY DTY AA INDUSTRI	96	BTY	0.33	31.68
LOUD 'N CLEAR - STD. 16 PACK							
12800499212		L10ZA-16LC	10 LOUD N CLR ZA 16	5		14.72	73.60
12800499229		L13ZA-16LC	13 LOUD N CLR ZA 16	5		12.82	64.10
12800499236		L312ZA-16LC	312 LOUD N CLR ZA 1	5		12.82	64.10
LOUD 'N CLEAR - STD. 24 PACK							
12800503797		L10ZA-24C	10 LOUD N CLR ZA 24	40		19.72	788.80
12800503803		L13ZA-24C	13 LOUD N CLR ZA 24	40		17.46	698.40
12800503810		L312ZA-24C	312 LOUD N CLR ZA 2	40		17.46	698.40

Price On :

ofp 19.72 788.80
ofp 17.46 698.40
ofp 17.46 698.40
ofp 14.72 73.60
ofp 12.82 64.10
ofp 12.82 64.10
ofp 0.49 35.28
ofp 0.45 32.40
ofp 1.03 74.16
ofp 0.33 31.68

FOR AN

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Distributor Unit Price	Case Price
LOUD N CLEAR - STD. 8 PACK							
12800499052	L13ZALC	L13ZALC	13 LOUD N CLR ZA HA	5		4.17	20.85
12800499069	L312ZALC	L312ZALC	312 LOUD N CLR ZA H	5		4.17	20.85
12800499076	L675ZALC	L675ZALC	675 LOUD N CLR ZA H	5		4.17	20.85
RAYOVAC PHOTO CARDS							
12800462353	RL223A-1	RL223A-1	6V LITH PHOTO/ELEC	6		9.12	54.72
12800491193	RLCRV3-1	RLCRV3-1	3V PRIMARY LITHIUM	6		11.53	69.18
12800462704	RL123A-2	RL123A-2	3V LITH PHOTO/ELEC	6		9.42	56.52
12800462377	RLCR2-1	RLCR2-1	6V LITH PHOTO/ELEC	6		4.97	29.82
12800462391	RL2CR5-1	RL2CR5-1	3V LITH PHOTO/ELEC	6		9.12	54.72
12800462339	RL123A-1	RL123A-1	3V LITH PHOTO/ELEC	6		4.97	29.82
12800477562	RLCR2-2	RLCR2-2	3V LITH PHOTO/ELEC	6		9.42	56.52
12800462315	RJ-1	RJ-1	6V ALK PHOTO/ELEC C	6		2.50	15.00
KEYLESS CARDS							
12800496112	CR2450-1	CR2450-1	LITH KEYLESS ENTRY	6		1.87	11.22
12800462841	KECR2025-1	KECR2025-1	LITH KEYLESS ENTRY	6		1.12	6.72
12800462773	KECR2032-1	KECR2032-1	LITH KEYLESS ENTRY	6		1.12	6.72
12800462759	KE23A-1	KE23A-1	ALK KEYLESS ENTRY C	6		1.12	6.72
12800462742	KECR2016-1	KECR2016-1	LITH KEYLESS ENTRY C	6		1.12	6.72
12800462827	KECR1616-1	KECR1616-1	LITH KEYLESS ENTRY	6		1.12	6.72
12800414000	303/357-1W	303/357-1W	SILVER WATCH/CALC C	6		0.92	5.52
12800414598	376/377-1W	376/377-1W	SILVER WATCH/CALC C	6		0.62	3.72
BRILLIANT SOLUTIONS SINGLE W/ BATTS							
12800506613	BRSLEDPEN-B	BRSLEDPEN-B	BRILLIANT SOLUTIONS	12		3.09	37.08
INDUSTRIAL LTS - STD BULK OTHER							
12800480593	I2D BULK	I2D BULK	2D INDUSTRIAL LIGHT	24		3.27	78.48

Price On :

Distributor Case

Unit UOM

Case Qty

Description

Stock Number

UPC

Customer SKU

5pk

5pk

10pk

5pk

5pk

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Distributor Unit Price	Case Price
Price On :							
50%							
12800451906		IN2-MS	2D INDUSTRIAL	6		4.52	27.12
12800451883		IN2-KM/L	2D INDL KRYPTON MAG	6		5.27	31.62
12800451852		IN2-K	2D INDUSTRIAL KRYPT	6		3.81	22.86
12800451845		IN2	2D INDUSTRIAL	6		3.38	20.28
12800451913		IN3	3D INDUSTRIAL	6		4.49	26.94
INDUSTRIAL LTS - STD SINGLE W/ BATTS							
12800504145		IND2AA-B	2AA INDUSTRIAL W/BA	6		6.59	39.54
12800504169		IND2D-B	2D INDUSTRIAL W/BAT	4		9.42	37.68
12800508303		12DLED-B	2D INDUSTRIAL LED F	6		6.34	38.04
INDSTR L TS - SWIVEL SINGLE W/ BATTS							
12800465804		ILJ2AA-B	2AA INDL SWIVEL W/B	6		5.59	33.54
12800465835		ISL2D-B	2D INDL SWIVEL/BTRY	6		7.18	43.08
LANTERNS SINGLE W/ BATTS							
12800465781		16V-B2	6V INDL LTRN/BTRY	2		7.92	15.84
12800486137		ISL4D-BTP6	INDUSTRIAL 4D SWIVE	6		6.82	40.92
IND LTS - ECONOMY SINGLE W/O BATTS							
12800482337		IV2D	2D FLASHLIGHT	12		1.97	23.64
12800487394		IV2DM	2D FLASHLIGHT WITH	12		2.65	31.80
WORKHORSE LIGHTS SINGLE W/O BATTS							
12800498369		WHE2D-1	WORKHORSE 2D ECONOM	12		1.07	12.84
ROUGHNECK SINGLE W/O BATTS							
12800451135		R2D	2D ROUGHNECK	6		6.82	40.92
ROUGHNECK SINGLE W/ BATTS							
12800451166		R3D	3D ROUGHNECK	6		7.16	42.96
LANTERNS SINGLE W/O BATTS							
12800473946		SP4D-KB	4D SPORTSMAN LTRN/K	6		9.34	56.04
12800485543		SP8D	SPORTSMAN 8D LANTER	4		22.66	90.64

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Unit Price	Case Price
SPORTSMAN EXTREME SINGLE W/O BATTS							
12800507108		SPHLT3AAA-B	SPORTSMAN 3AAA LED	4		10.86	43.44
12800507542		SPHW3AAA-BX	SPORTSMAN 3AAA .5W	6		10.08	60.48
12800507887		SP1WCLP-B	SPORTSMAN 2AA 1W CL	4		13.40	53.60
12800506972		SPSLX2AA-B	SPORTSMAN 2AA XENON	4		6.97	27.88
12800507870		SP1W3AALN-B	SPORTSMAN 3AA 1W LE	4		11.29	45.16
SPORTSMAN EXTREME SINGLE W/O BATTS							
12800508587		SE3DLN	SPORTSMAN EXTREME 3	4		21.17	84.68
12800506514		SE4W3C	3C SPORTSMAN EXTRE	4		20.96	83.84
SPORTSMAN EXTREME SINGLE W/ BATTS							
12800506484		SE1WHLT-B	1AA SPORTSMAN EXTRE	4		17.07	68.28
12800506989		SELUX2AA1W-B	2AA SPORTSMAN EXTRE	4		19.40	77.60
12800506996		SELUX2AA3W-B	2AA SPORTSMAN EXTRE	4		23.29	93.16
12800507894		SEF2AA-B	SPORTSMAN EXTREME 2	4		19.75	79.00
12800506460		SE1W2AA-B	2AA SPORTSMAN XTREM	4		13.19	52.76
LANTERN SINGLE W/O BATTS							
12800502813		EVBFL6VA	6V FLTG LTRN BLUE	6		2.53	15.18
LANTERN SINGLE W/ BATTS							
12800502806		EVBFL6V-B	6V FLTG LTRN/BTRY	6		3.58	21.48
OTHER ECONOMY LIGHTS SINGLE W/ BATTS							
12800501380		E2AA-B	2AA ECONOMY LIGHT W/	6		0.90	5.40
12800505661		E2D-B	2D ECONOMY LIGHT W/	6		1.93	11.58
KRYPTON CARDS							
12800485833		F9W-1	9 WATT FLUORESCENT	6		2.94	17.64
12800376223		K3-2	K3-2, BULB 2 PER P	40		1.51	60.40
12800385393		K4-2	BULB 2 PER PACK	40		1.51	60.40
12800376148		K2-2	BULB 2 PER PACK	40		1.51	60.40
12800385478		K13-2	BULB 2 PACK PRE-FOC	40		1.51	60.40
12800472628		K4SB-2	BULB 2 PER PACK	40		1.51	60.40
12800492572		XPR102-2	2D XENON BULB 2PK	40		1.80	72.00

11000 INTENSITY CARDS

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Price On :

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Distributor Unit	Case
LIGHT ACCESSORIES BOX							
12800403035		T1-2	BULB 2 PER PACK	40		59 1.80	72.00
12800488216		W8B	8IN POLY WAND RED	12			16.92
LANTERNS SINGLE W/O BATTS							
12800465569		301K	6V KRYPTON LTRN/BTR	6		20.69	124.14
12800403370		KFL	6V KRYPTON FLTG LTR	6		5.60	33.60
HIGH BEAM SINGLE W/BATTS							
12800506286		LUX2AA3W-B	2AA LUXEON 3 WATT L	4		25.12	100.48
12800506279		LUX2AA1W-B	2AA LUXEON 1 WATT L	4		21.22	84.88
12800506293		LUX3AAHDLT-B	3AA LUXEON LED HEAD	4		28.27	113.08
REMINGTON ARMS LTS SINGLE W/O BATTS							
12800508853		RM4DLN	REMINGTON ARMS 4D L	4		29.11	116.44
REMINGTON ARMS LTS SINGLE W/BATTS							
12800508792		RMHL3AAA-B	REMINGTON ARMS 3AAA	4		22.64	90.56
12800508822		RMHL2AAA-B	REMINGTON ARMS 2AAA	4		22.64	90.56
12800508846		RM3AAA-B	REMINGTON ARMS 3AAA	4		25.87	103.48
12800508785		RM2AAA-B	REMINGTON ARMS 2AA	4		25.87	103.48
12800508839		RMHL4AA-B	REMINGTON ARMS 4AA	4		32.34	129.36
12800508815		RM123A-B	REMINGTON ARMS 123A	4		32.34	129.36
GEN PRPS LNTN BATTS SINGLE							
12800186891		918	6V GEN PRP LTRN BTR	6		8.10	48.60
12800226405		641	6V SPECIAL APPL	6		22.68	136.08
12800208753		922	12V EMERGENCY BTRY	4		37.18	148.72
12800206285		926	12V GEN PRP LB	6		10.03	60.18
12800165766		903	7.5V EMERGENCY BTRY	4		23.94	95.76
HVY DUTY LNTN BATTS SINGLE							
12800223360		945R4	6V HVY DTY LTRN BTR	4		4.17	16.68
12800223435		944R	6V HVY DTY LTRN BTR	6		3.48	20.88
12800380268		928	6V HVY DTY LTRN BTR	6		9.85	59.10

109 4.17
109 3.48
109 9.85

109 8.10
109 22.68
109 37.18
109 10.03
109 23.94

22.64
22.64
25.87
25.87
32.34
32.34

59 1.80
1.41
20.69
5.60

72.00
16.92
124.14
33.60
100.48
84.88
113.08
116.44
90.56
90.56
103.48
103.48
129.36
129.36
48.60
136.08
148.72
60.18
95.76
16.68
20.88
59.10

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Distributor Unit	Case
HVY DUTY LNTN BATTS TWIN PACK							
	12800374083	944-2R	6V HD LTRN BTRY 2PK	4		1098 6.76	27.04
MAXIMUM LANTERN BATT SINGLE							
	12800463664	806	6V ALKALINE LTRN BT	6		7.82	46.92
	12800464418	803	7.5 V EMERGENCY LAN	4		25.53	102.12
GEN PRPS LNTN BATTS BULK OTHER							
	12800421350	6V-GP	6V GP INDL LTRN BTR	12		2.43	29.16
HVY DUTY LNTN BATTS BULK OTHER							
	12800421688	6V-HDM	6V HD INDL LTRN BTR	12		3.36	40.32
	12800421503	6V-HD	6V HD INDL LTRN BTR	12		2.82	33.84
HVY DUTY LNTN BATTS SHRINK WRAP							
	12800384976	HD-B-12V	12V INDL LTRN BTRY	2		33.95	67.90