



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.



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
PAINT10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 43
304-558-8806

VENDOR

*709022555 304-727-4359
 SHERWIN WILLIAMS COMPANY
 450 2ND ST # 3
 SAINT ALBANS WV 25177

SHIP TO

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

DATE PRINTED 11/20/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 12/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	PG		145-45-01-001		
<p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY PAINT AND ASSOCIATED PRODUCTS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>ATTACHMENTS: SPECIFICATIONS PRICING PAGES PURCHASING AFFIDAVIT EXHIBIT 10 - ADDENDUM ACKNOWLEDGEMENT RESIDENT VENDOR PREFERENCE</p> <p>MANDATORY PRE-BID A MANDATORY PRE-BID MEETING SHALL BE HELD ON THURSDAY, DECEMBER 3, 2009 AT 11:00 A.M. AT 2019 WASHINGTON STREET, EAST, CHARLESTON, WEST VIRGINIA 25305. (BUILDING 15 AT THE CAPITOL COMPLEX.) VENDORS WISHING TO BID ON THIS REQUEST FOR QUOTATION MUST BE REPRESENTED AT THIS MEETING. FAILURE TO ATTEND SHALL AUTOMATICALLY DISQUALIFY VENDOR. NO ONE PERSON CAN REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL</p>						

RECEIVED
 2009 DEC 21 A 10:37
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-723-8766 x3161	DATE Dec 15, 2009
TITLE Director Govt Contracts	FEIN 34-0526850	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 3</p> <p>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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>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.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-723-8766 x 3161	DATE Dec 15, 2009
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<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> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL 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> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-723-8766 x3161	DATE Dec 15, 2009
TITLE Direct. Gov of Cont. FEIN 34-0526850	ADDRESS CHANGES TO BE NOTED ABOVE	

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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:					FILE 43	
RFQ. NO.:					PAINT10	
BID OPENING DATE:					12/22/2009	
BID OPENING TIME:					1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 800-723-8766 x 3161 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- CRAIG C Mackay -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-723-8766 x 3161	DATE Dec 15, 2009
TITLE Direct Gov't Contracts	FAX 304-552-6850	ADDRESS CHANGES TO BE NOTED ABOVE

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SAINT ALBANS WV 25177

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DATE PRINTED 11/20/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **12/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ PAINT10 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **800-723-8766 13161** DATE **Dec 15, 2009**
 TITLE **Director Gov't Contracts** FEIN **34-052 6850** ADDRESS CHANGES TO BE NOTED ABOVE

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

PAINT10

Specifications

The purchasing division is soliciting bids for a blanket open-end statewide contract for interior latex paint, exterior latex paint, oil base paints/stains, polyurethane/varnish and painting supplies. This contract shall cover all West Virginia state agencies and political subdivisions.

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting shall be held on Thursday, December 3, 2009 at 11:00 a.m. at 2019 Washington Street, East, Charleston, West Virginia 25305. (Building 15 at the Capitol Complex) Vendors wishing to bid on this request for quotation must be represented at this meeting. Failure to attend shall automatically disqualify vendor. No one person can represent more than one bidder.

Prices must be entered on the attached pricing sheet. Bidders must enter the brand and product identification number they are bidding for each item. All prices bid shall be delivered pricing, including all delivery. If possible, we request these price sheets be typed. This document is a Microsoft excel document and will be made available electronically after the mandatory pre-bid.

All prices are firm for one full year from date of award. At renewal, vendor may request exact substantiated price increases. Actual increase of any item shall be limited to the actual increase amount documented by the manufacturer.

If any reference to additional terms and conditions are included in any bid, they are null and void. Any contract resulting from this request for quotation shall be governed solely by the terms and conditions of the request for quotation.

In an effort to meet the various needs of the users, various quality paints and supplies are included in this request for quotation. In an effort to make an adequate comparison, the volume solids are listed for each paint item. The volume solids may be + or - 2%. Additionally, each product bid must meet the theoretical coverage per gallon (square feet) "required dry film thickness per coat" of two mils. For the bidder's convenience, this theoretical coverage chart is included. Each bidder is required to sign the bid verification at the end of the pricing schedule. This verification certifies, under penalty for fraud, that the items bid meet all specifications as outlined. No award shall be made until this signed certification has been received.

Where applicable, the items are listed as "C", "P", or "B". This is a quality designation. "C" is a contractor quality; "P" is a professional, better quality, and "B" is the best premium paint.

All prices quoted must be F.O.B. destination to the agency location. Minimum shipping amount for free delivery shall be \$100.00.

Delivery

All products ordered from this contract must be delivered within five (5) working days after receipt of order.

Selected vendor must accept orders by telephone, facsimile, or in paper form.

This contract is mandatory for use for all orders in excess of \$100.00. Orders of less than \$100.00 may be purchased from any local source to eliminate delivery charges, if such local delivered purchase results in a savings. "Stringing" (issuing a series of requisitions or purchase orders to circumvent this limit) is a violation of Purchasing policy.

The successful contractor shall supply color charts to all agencies as requested. The vendor shall maintain an adequate supply of color charts on hand to supply agency needs. Failure to provide the requested color charts as required shall be grounds to cancel the contract.

Questions

Written questions will be accepted through close of business (5:00 p.m. EST) on Tuesday, December 1, 2009. Written questions may be sent via E-mail (preferred), USPS, Fax, courier or hand delivered. Send your questions to:

Purchasing Division
 Attention Pamela Hodges
 2019 Washington Street, East
 Charleston, WV 25305
 304-558-4115 – FAX
 Pamela.M.Hodges@wv.gov – E-mail

It is the bidder's responsibility to verify that their questions have been received by the purchasing division. You may email Pamela Hodges at Pamela.M.Hodges@wv.gov to verify your questions have been received.

An addendum to address all questions will be issued to all attendees at the pre-bid meeting.

The successful bidder shall be required to submit quarterly reports to the Purchasing Division. These reports will show the value of each order, and the using agency; a composite report showing total dollars spent per item; and a composite report showing total dollars spent during the quarter.

SEND TO: jo.a.adkins@wv.gov

Material requirements:

House paint: Interior and exterior latex shall have a durable useful life of more than 10 years when applied in accordance with the manufacturer's instructions.

Storage Stability/Warranty: The shelf life of the paint shall be at least one year. Some "soft settling" will be allowed but the materials shall be easily re-dispersed with a hard paddle. The State reserves the right, at any time within one year of acceptance, to check any paint delivered for conformance to the requirements of the contract. Any paint failing to comply with the specifications will be returned to the contractor for replacement, at no cost to The State. Any and all expenses associated with returns including re-inspection and re-testing, shall be the responsibility of the contractor.

Condition in Container: The paint, as received, shall be ready to use and shall show no evidence of biological growth, putrefaction, debris, foreign material, skinning, hard settled pigment or corrosion of the container. The paint shall be easily dispersible to a uniform condition by hand stirring.

Product Certification: The offered products shall meet the applicable Master Painters Institute (MPI) detailed performance standard for the appropriate MPI category.

Application: The paint shall be suitable for application by brush, roller and airless sprayers (without filtering). The paint shall have good flowing and brushing properties and shall dry to a smooth uniform film free from lap marks, excessive brush marks, orange peel, craters, coarse particles, blisters, fish eyes, pitting or pinholes after drying.

The dried finish coat shall be uniform in color, appearance and sheen. There shall be no flashing or ghosting.

Safety Compliance: Must comply with all federal and state hazardous standards.

Odor: The odor of the paint in the can and during application shall not be irritating. Upon opening the container, there should not be a putrid, musty, and/or fermenting odor. There should not be a strong odor of solvent. The paint shall have no residual odor after 48 hours of air drying.

Coverage: Pastel colors must have one-coat application capability. Midtone and deeptone colors must have a maximum capability of two coat coverage.

Labeling: Batch number and formulation must be shown on label and/or container.

Packaging: All items must be packed in substantial commercial containers of the type, size and kind used commonly for the purpose and so constructed as to insure safe acceptance and delivery. Shipping cartons must be marked to include the following:

1. Description of item
2. Name of the Vendor
3. Contract Number (PAINT10)
4. Order number of the Agency

**THEORETICAL COVERAGE
IN SQUARE FEET PER U.S. GALLON**

Required Dry Film Thickness Per Coat (mils)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Solids Content by Volume (%)	100	1604	802	535	401	321	267	229	201	178	160	146	135	123	115	107	100
	95	1524	762	511	381	305	254	218	191	169	152	139	127	117	109	102	95
	90	1444	722	481	361	289	241	206	181	160	144	131	120	111	104	96	90
	85	1363	682	455	341	273	227	195	170	152	136	124	114	105	98	91	85
	80	1283	642	428	321	257	214	183	160	143	128	117	107	98	92	86	80
	75	1203	602	401	301	241	201	172	150	134	120	109	100	92	86	80	75
	70	1123	561	374	281	225	187	160	140	125	112	102	94	86	80	75	70
	65	1043	521	348	261	209	174	149	130	116	104	95	87	80	75	70	65
	60	962	481	321	241	193	160	138	120	107	96	88	80	74	69	64	60
	55	882	441	294	221	176	147	126	110	98	88	80	74	68	63	59	55
	50	802	401	267	201	160	134	115	100	89	80	73	67	62	58	54	50
	45	722	361	241	181	144	120	103	90	80	72	66	60	55	52	48	45
	40	642	321	214	160	128	107	92	80	71	64	58	54	49	46	43	40
	35	561	281	187	140	112	94	80	70	62	56	51	47	43	40	37	35
	30	481	241	160	120	96	80	69	60	54	48	44	40	37	35	32	30
	25	401	201	134	100	80	67	57	50	45	40	37	33	31	29	27	25

**Theoretical Coverage Per Gallon
(Square Feet)**

PAINT10 - PRICING PAGES

C - Contractor P - Professional B - Best

SECTION 1 - LAYTEX PAINT INTERIOR

LINE ITEM	STOCK #	CODE	DESCRIPTION	PER 1 GALLON		PER 5 GALLON		GRAND TOTAL
				QTY Gal	(1) PRICE Gal	QTY Gal	PRICE Gal	
1	B20W0024X	C	Contractor Grade Interior Flat Laytex Minimum Volume Solids 32% Light and Pastel Colors Only	100	7.45	40	36.00	2185.00
2	B31W0224X	C	Contractor Grade Interior Semi Gloss Latex Minimum Volume Solids 32% Light and Pastel Colors Only	400	10.12	40	49.35	4022.00
3	B20W0325X	P	Professional Grade Interior Latex Flat. <u>QUALI-KOTE</u> Minimum Volume Solids 36% All Colors Available	600	8.01	20	38.95	5633.00
4	B20W045X	P	Professional Grade Interior Latex Eggshell Finish <u>QUALI-KOTE</u> Min. Volume Solids 36% All Colors Available	300	8.78	75	40.95	5705.25
5	B20W055X	P	Professional Grade Interior Latex Satin <u>QUALI-KOTE</u> Min. Volume Solids 36% All Colors Available	600	8.99	120	41.65	10,392.00
6	A20W045X	P	Professional Grade Interior Latex Semi-Gloss <u>QUALI-KOTE</u> Min. Volume Solids 36% All Colors Available	400	9.11	120	42.55	8750.00
7	A27W0005X	B	Premium Grade Interior Latex Flat <u>CLASSIC 99</u> Min. Volume Solids 42% All Colors Available	100	9.43	20	44.90	1841.00
8	A29W0005X	B	Premium Grade Interior Satin Finish <u>CLASSIC 99</u> Min. Volume Solids 42% All Colors Available	200	11.34	20	55.45	3,377.00
9	B65W0005X	B	Premium Grade Interior Semi-Gloss <u>HARMONY Semi-Gloss</u> Min. Volume Solids 42% All Colors Available	100	12.98	20	63.65	2571.00
10	B05W0009X	B	Premium Grade Interior Flat Low Oder. No VOC. <u>NATURAL FLAT</u> Min. Volume Solids 41% All Colors Available	100	11.67	20	57.1	2309.00

PAGE TOTAL 87,277 48,785.25
66,440.00
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PAINT10 - PRICING PAGES

SECTION I - LAYTEX PAINT INTERIOR cont'd

LINE ITEM	STOCK #	CODE	DESCRIPTION	PER 1 GALLON		PER 5 GALLON		GRAND TOTAL
				QTY (Gal)	(1) PRICE (Gal)	QTY (Gal)	(5) PRICE (Gal)	
11	A04W0045X	B	Premium Grade Interior Eggshell Finish Low Odor No VOC Min. Volume Solids 41% All Colors Available	200	12.78	20	62.65	2556.00 1235.00 3809.00
12	B10W0045X	B	Premium Grade Interior Semi-Gloss Low Odor No VOC Min. Volume Solids 41% All Colors Available	200	12.98	30	63.65	2596.00 1909.50 4505.50
13	B28W0025X	C	Contractor Grade Interior Primer Latex Min. Volume Solids 29%	120	6.89	40	33.20	826.80 1328.00 2154.80
14	B51W0002X	P	Professional Grade Interior/Exterior Latex Stain Block Primer Min. Volume Solids 36%	150	10.34	50	50.45	1551.00 2522.50 4073.50
15	Y20W0980	P	Professional Grade Int/Ext Alkyd Stain Block Primer Min. Volume Solids 57%	100	10.54	40	57.45	1054.00 2058.00 3112.00

SECTION II - PAINT EXTERIOR

LINE ITEM	STOCK #	CODE	DESCRIPTION	PER 1 GALLON		PER 5 GALLON		GRAND TOTAL
				QTY (Gal)	(1) PRICE (Gal)	QTY (Gal)	(5) PRICE (Gal)	
16	A06W0015X	P	Professional Grade Exterior Latex Flat Min. Volume Solids 34% All Colors Available	100	11.11	10	54.30	1111.00 543.00 1654.00
17	A02W0015X	P	Professional Grade Exterior Latex Satin Min. Volume Solids 34% All Colors Available	100	11.65	10	56.95	1165.00 569.50 1734.50
18	A08W0015X	P	Professional Grade Exterior Latex Gloss Min. Volume Solids 34% All Colors Available	200	11.98	30	57.65	1198.00 1729.50 4125.00
19	A80	B	Premium Grade Exterior Latex Flat Min. Volume Solids 36% All Colors Available	100	10.99	30	53.70	1099.00 1611.00 2710.00
20	A89	B	Premium Grade Exterior Latex Satin Min. Volume Solids 36% All Colors Available	60	12.55	10	61.50	753.00 615.00 1368.00
21	A84	B	Premium Grade Exterior Latex Gloss Min. Volume Solids 35% All Colors Available	125	12.87	20	63.10	1608.75 1262.00 2870.75

PAINT TOTAL \$14,462.75

PAINT10 - PRICING PAGES

SECTION II - EXTERIOR PAINT CONT'D

LINE ITEM	STOCK #	CODE	DESCRIPTION	PER 1 GALLON		PER 5 GALLON		GRAND TOTAL
				QTY (Gal)	(1) PRICE (Gal)	QTY (Gal)	(5) PRICE (Gal)	
22	90-374 90-474	B	Premium Industrial Pro Industrial DTM Direct to Metal Latex Acrylic Satin/SemiGloss Int/Ext. Min. Volume Solids 38% All Colors Available	75	13.55	40	66.5	3676.50
23	B54-222	B	Premium Industrial Int/Ext Industrial Oil Base Enamel Gloss Min. Volume Solids 43% All Colors Available	450	12.51	N/A		5629.50
24	7-852 7-858	B	Premium Industrial K200 Acrylic Latex Primer Industrial Universal II Rust Inhibitive Primer Min. Volume Solids 53%	250	16.55	20	79.90	5735.50
25	B54	B	Premium Industrial Interior/Exterior Floor Enamel Gloss Oil Base Min. Volume Solids 45% All Colors Available	175	12.51	N/A		2189.25
26	8000-5039 (A) 631-1401 (W)	B	Premium Industrial Traffic Marking Paint Oil Base Quick Dry Min. Volume Solids 47% White or Yellow	100	10.55	20	78.95	2054.00
27	TM 2160 TM 2161	B	Premium Industrial LATEX ZONE MARKING Traffic Marking Paint Acrylic Latex Quick Dry Min. Volume Solids 50% White or Yellow	110	8.78	25	39.90	1965.50
28	TM 2160 (W) TM 2132 (BL) TM 2193 (BL) TM 2135 (BL)	B	Premium Industrial LATEX ZONE MARKING Traffic Marking Paint Latex Quick Dry Min. Volume Solids 52% Colors Red, Blue, Black	25	11.40	5	55.00	375.00
29	A14	P	Professional Grade Exterior Stain Solid Color Oil Min. Volume Solids 58%	430	9.76	50	59.75	8315.20
30	A18CXXX	P	Professional Grade Exterior Stain Semi-Transparent Oil Min. Volume Solids 14%	50	9.76	20	45.65	1401.00
31	A15	P	Professional Grade Exterior Stain Solid Color Latex Acrylic Min. Volume Solids 33%	250	10.04	50	46.75	4847.50
32	A18Series	P	Professional Grade Exterior Clear Oil Base Sealer Min. Volume Solids 29%	150	10.04	20	48.95	2485.00
33	154-S110	P	Professional Grade Int/Ext Gloss Varnish Oil Base Min. Volume Solids 45%	75	27.50	N/A		2062.50

page TOTAL 38,856.50

PAINT10 - PRICING PAGES

SECTION II - EXTERIOR PAINT cont'd

LINE ITEM	STOCK #	CODE	DESCRIPTION	PER 1 GALLON		PER 5 GALLON		GRAND TOTAL
				QTY Gal	(1) PRICE Gal	QTY Gal	(5) PRICE Gal	
34	154-5110	P	Professional Grade In/Ext Satin Varnish Oil Base <i>see below 44</i>	65	27.50			1787.50
			Min. Volume Solids 44%					
35	6403-23317	P	Professional Grade Interior Water Base Polyurethane Gloss	20	19.50			390.00
			Min. Volume Solids 26%					
36	6403-23291	P	Professional Grade Interior Water Base Polyurethane Satin	20	19.50			390.00
			Min. Volume Solids 26%					
37	406-0604	P	Lacquer Thinner <i>Shawin Williams</i>	100	8.29	50	40.20	2839.00
TOTAL PAINT								
\$ 125,165.80								

C - Contractor P - Professional B - Best

SECTION III - PAINT TOOLS

Item	Stock #	Quality	Description	Est. Qty	Unit Price	Total
1	143-9470	C	1" Width flat chip brush. Ideal for one time jobs. Width 1" Length 1 1/2" Thk. 3/8" Mfg. PPR <i>CHIP</i>	25	234	575
2	143-9488	C	2" Width Flat Chip Brush. Ideal for one time jobs. Width. 2" Length 1 1/2" Thk. 3/8" Mfg. PPR <i>CHIP</i>	25	354	875
3	143-9496	C	3" Width Flat Chip Brush. Ideal for one time jobs. Width. 3" Length. 1 1/2" Thk. 3/8" Mfg. PPR <i>CHIP</i>	25	684	1700
4	174-6775	C	4" Width Flat Chip Brush. Ideal for one time jobs. Width 4" Length 2" Thk. 5/8" Mfg. PPR <i>CHIP</i>	50	904	4520
5	725-9195	P	1" All Purpose Polyester/Varnish Flat Brush. Width. 1" Length. 2 1/4" Thk. 3/8". Mfg. Wooster #3286-1 <i>BL WOODWORKER</i>	450	714	32130
6	976-2105	P	2" All Purpose Polyester/Varnish Flat Brush. Width. 1 1/2" Length. 2 1/4" Thk. 7/16". Mfg. Wooster #3286-1.5 <i>BL WOODWORKER</i>	110	103	11330
7	725-9211	P	2" All Purpose Polyester/Varnish Flat Brush. Width. 2" Length. 2 1/4" Thk. 7/16" Mfg. Wooster #3286-2 <i>BL WOODWORKER</i>	1100	131	14410
8	725-9294	P	3" All Purpose Polyester/Varnish Flat Brush. Width. 3" Length. 2 3/4" Thk. 1/2". Mfg. Wooster #3286-3 <i>BL WOODWORKER</i>	600	197	11820
9	5016-05760	P	4" All Purpose Polyester/Varnish Flat Brush. Width. 4" Length. 2 3/4" Thk. 11/16". Mfg. Wooster #3286-4 <i>BL WOODWORKER</i>	700	283	19810
10	171-3791	B	1 1/2" Nylon/Polyester Angle Sash Brush. Professional Quality Wooden Handle. Width. 1 1/2" Length. 2 3/8" Thk. 1/2". Mfg. Wooster #3251-1.5 <i>CONTRACTOR SERIES NYLON POLYESTER</i>	70	561	39270
11	171-3809	B	2" Nylon/Polyester Angle Sash Brush. Professional Quality Wooden Handle. Width 2" Length. 2 5/8" Thk. 9/16". Mfg. Wooster #3251-2 <i>CONTRACTOR SERIES NYLON POLYESTER</i>	375	592	22425
12	171-3817	B	2 1/2" Nylon/Polyester Angle Sash Brush. Professional Quality Wooden Handle. Width. 2 1/2" Length. 2 7/8" Thk. 5/8". Mfg. Wooster #3251-2.5 <i>CONTRACTOR SERIES NYLON POLYESTER</i>	250	734	18350

PAINT.

60440.05

sec I

see II A : 14,462.75

see II B : 38,806.50

see II C : 5,406.50

sec II

58,725.75

GRAND TOTAL

125,165.80

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PAINT TOTAL 9,596.00

PAINT10 - PRICING PAGES

C - Contractor P - Professional B - Best

SECTION III - PAINT TOOLS cont'd

Item	Stock #	Quality	Description	Est. Qty	Unit Price	Total
13	171-3825	B	3" Nylon/Polyester Angle Sash Brush, Professional Quality Wooden Handle, Width, 3 1/8" Thk, 1116", Mfg. Wooster #3251-3	150	9.14	1371.00
14	173-7333	B	3/8" Nap 9" Width All Purpose Roller Covers, Recommended Smooth Surface, Drywall, Plaster, Mfg. Best Liebro <i>3/8" nap roller</i>	600	1.94	1164.00
15	173-1777	B	3/8" Nap 9" Width Pro Woven Roller Covers, Shed Resistant, Lint Free Fabric For All Paints Mfg. Wooster #HR551-4	750	2.19	1642.50
16	153-4658	B	3/8" Nap 4" Width Pro Woven Roller Covers, Shed Resistant, Lint Free Fabric For all Paints, Mfg. Wooster # HR551-4 <i>3/8" nap roller</i>	750	1.21	907.50
17	170-5938	B	1/2" Nap 4" Width Pro Woven Roller Covers, Shed Resistant, Lint Free Fabric for all Paints, Mfg. Wooster # HR555-4 <i>1/2" nap roller</i>	450	1.32	594.00
18	171-5735	P	9" Professional Roller Frame Heavy Duty, Mfg. Wooster # R0273/W <i>3/4" roller</i>	300	3.31	993.00
19	180-1505	P	4" Professional Roller Frame Heavy Duty, Mfg. Wooster # HR559	250	1.54	385.00
20	180-1505	C	9" Premium Roller Frame Lightweight Mfg. Wooster #HR559/W <i>9" roller</i>	200	1.85	370.00
21	812-8811	P	Plastic Roller Tray For 9" Roller Covers, Mfg. Z-PRO <i>11"</i>	350	1.07	374.50
22	442-2341	B	Heavy Duty Plastic Roller Tray For 9" Roller Covers, W/Ladder Hooks, Mfg. Wooster # R404 <i>8 1/2" H/D tray</i>	300	1.93	579.00
23	173-1972	C	48" Wood Extension nPole W/Metal Threads Mfg. Best Liebro <i>8 1/2"</i>	50	1.53	76.50
24	195-2424	P	9x12" 2 Mil Plastic Drop Cloths, Mfg. Z-PRO <i>5/W</i>	240	1.40	336.00
25	407-4126	P	3/4" x 180' 3M General Purpose Masking Tape, Mfg. 3M-2020 <i>3/4"</i>	220	1.17	257.40
26	450-1771	P	1" x 180' 3M General Purpose Masking Tape, Mfg. 3M-2020 <i>3/4"</i>	130	1.15	149.50
27	950-1789	P	2" x 180' 3M General Purpose Masking Tape, Mfg. 3M-2020 <i>3/4"</i>	280	2.33	652.40
28	821-8026	B	1" x 180' 3M Blue Long Painters Masking Tape, Mfg. 3M-2090 <i>3/4"</i>	60	2.88	172.80
29	805-8337	B	1 1/2" x 180' 3M Blue Long Painters Masking Tape, Mfg. 3M-2090 <i>5/W 2 1/2" x 180' 3M Blue Long Painters Masking Tape</i>	75	4.51	338.25
30	157-0619	B	OneTime Lightweight Spackling Paste, 1 Quart Size, Mfg. Red Devil	35	3.81	133.35
31	157-3100	C	PPG Brand Top Gun 100% Acrylic Latex Caulk Paintable, Int/Ext Use, White Only, 10.3 oz Mfg. PPG <i>3/4" x 180' 3M Blue Long Painters Masking Tape</i>	150	1.21	181.50
32	162-7595	P	PPG Brand Top Gun Siliconized Acrylic Caulk Paintable, Excellent Adhesion, Durability, Int/Ext Use, Colors, 10.3 oz Mfg. PPG <i>5/W NA 4000</i>	200	1.06	212.00
33	163-7453	B	100% Silicone Plus Caulk, Int/Ext White, Recommended Not Paintable 10.1 oz, Mfg. Dap <i>5/W 2 1/2" x 180' 3M Blue Long Painters Masking Tape</i>	130	3.97	516.10
34	163-7461	B	100% Silicone Plus Caulk, Int/Ext Clear, Recommended Not Paintable, 10.1 oz Mfg. Dap <i>5/W 2 1/2" x 180' 3M Blue Long Painters Masking Tape</i>	200	3.25	650.00
35	406-3087	P	General Purpose Paint Thinner 100% Mineral Spirits, 1 gallon container <i>5/W MINERAL SPIRITS</i>	300	4.75	1425.00
36		P	PPG Pittbull Rust Inhibitive Fast Dry Spray Paint 12 oz, All colors <i>5/W SPOXY PAINT</i>	1700	1.71	2907.00
37	160-3127	B	PPG Graffiti and Over Spray Remover, Removes Graffiti From Aerosol Spray Paint, Ind, Felt Marker, Will Not Harm Clear Coat Surface on Cars. Will Not Harm Plexi-glass, Polycarbonates. Biodegradable Liquid <i>OPAS</i>	10	18.90	189.00

PAGE TOTAL 161631.30
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PAINT10 - PRICING PAGES

38	152-7720	B	PPG Automotive & Heavy Industrial Paint Stripper. Removes Epoxy, Aiykds, Zinc Primers, Urethane & Coal Tar Epoxies From Surfaces Such As Tanks, Bridges, Railway Cars Painted Plastic (car bumpers) etc. Biodegradable Liquid 572/PE222	10	1970	199.00
39	107-3198	B	PPG Industrial Paint Stripper. Water Based Fully Biodegradable, Non Flammable, Clean Up with Water, Will Not Burn Skin. Removes Epoxy, Urethanes, Latex, Oil Base Paint from Steel, Aluminum, Concrete, Masonry. 572/PE222	10	3321	332.10
40	404-3543	B	BioWash Waste Paint Hardener/Powder Form. Quickly Hardens Latex Paint for Legal Disposal. Environmentally Safe. Hardens 2/3 of a gallon per bag. 572/PE222	100	185	185.00
41	160-0004	B	Lacquer Thinner 572/PE222	100	8.24	827.00
42	160-0006	B	Inverted Highway Yellow all traffic colors. 572/PE222	50	3.99	199.50
43	180-3766	C	3/8" General Purpose Roller Covers-Best Liecco B/L 600 CONTINER	250	744	185.00
44	170-8734	C	1/2" General Purpose Roller Covers-Best Liecco B/L 600 CONTINER	250	834	207.50
45	907-1580	C	3/4" General Purpose Roller Covers-Best Liecco B/L 600 CONTINER	250	904	225.00
46	144-0072	B	5Gal Bucket Grids-Best Liecco 3/4" BUCKET GRIDS	100	137	137.00
47	6500-7864	B	3/16" - 9" Roller Cover Woven. Wooster # HR552-9	100	974	97.00
48	401-7655	B	3/16" - 4" Roller Cover Woven. Wooster # HR552-4	100	844	84.00
49	6500-71663	B	2 1/2" Paint scraper- Warner #90189	50	7.71	385.50
50	161-3053	B	5 in 1 Glazier Knife- Warner# 90189	50	2.78	139.00
51	930-9752	B	Jumbo Koter 4.5 spr twst 2 pack wooster # RR306	100	3.28	328.00
52	937-3134	B	14" Jumbo-Koter Frame- Wooster # RR041	100	3.21	321.00
53	362-0908	B	Jumbo-Koter 6.5 Spr TWST 2 Pack Wooster# RR306	100	3.85	385.00
54	161-0740	B	4 X 15 PM Canvas Drop Cloth 10-11 oz	30	8.99	269.70
55	160-1566	B	9 X 12 PM Canvas Drop Cloth 10-11 oz	30	14.76	442.80
56	173-1710	B	3/4" - 9" Roller Cover Woven. Mfg. Wooster # HR558-9	50	2.35	117.50
57	5000-50400	B	3/4" - 4" Roller Cover Woven. Mfg. Wooster # HR558-4	50	1.79	89.50

tools page 1 9596.00
 tools page 2 16,631.30
 tools page 3 5258.00
 total 31,485.30

PAINT TOTAL 125,165.80

TOTAL TOOLS 31,485.30

GRAND TOTAL 156,651.10

VENDOR NAME: The Sherwin Williams Co. 800-723-8766 x3161 or
 CONTACT PERSON: Craig C Mackay PHONE: 840-350-7862
 (Please print) FAX: _____
 AUTHORIZED REPRESENTATIVE: [Signature] EMAIL: Craig.Mackay@sherwin.com
 AUTHORIZED REPRESENTATIVE: Craig C Mackay (Date) December 15, 2009
 (Print) (Date)

EXHIBIT 10

REQUISITION NO.: *Paint 10*

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

NOVA AS OF 12/15

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

[Handwritten Signature]
.....
SIGNATURE

The Sherwin Williams Co
.....
COMPANY

Dec 15, 2009
.....
DATE

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: The Sherwin Williams Co Signed: [Signature]
Date: Dec 15, 2009 Title: Director of Gov't Contracts

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

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: Sherwin Williams Co.Authorized Signature: [Signature] Date: Dec 15, 2009