



100 Grainger Parkway
Lake Forest, IL 60045-5201
Tel: 847.535.1000
Fax: 847.535.9243
www.grainger.com

June 10, 2010

State of West Virginia
Jo Ann Adkins
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Re: Request for Quotation – RFQ# SAFETY10
Due: 06/17/2010

Dear Ms. Adkins,

W.W. Grainger, Inc. ("Grainger") appreciates the opportunity to respond to the State of West Virginia's Request for Quotation for Safety Supplies. As you know, Grainger takes its contract compliance and customer satisfaction very seriously. To that end, Grainger respectfully requests the opportunity to clarify some of the terms of the enclosed offer. Grainger's acceptance of a bid award is conditioned upon the State's agreement to the following:

Specifications

Page 2, Minimum Orders

Please note, all standard Grainger catalog orders, regardless of dollar value, will be shipped FOB Destination. No minimum order value required.

Page 8, Additional Information

Please note, net prices will be held firm and fixed for one (1) year for those items that are identified on the attached Pricing Sheet – SAFETY10, Pages 11 through 22.

Grainger is also offering a ten percent (10%) discount for those categories identified on Page 23, Pricing Page – Miscellaneous. The discount is applied to the "each" price in the most recent edition of the Grainger catalog. Individual prices are subject to change and in all cases are those in effect at time of purchase. Prices in effect at time of purchase may be found on the Grainger website for its general customers at www.grainger.com.

For Discontinued Product or Model Change, the State will be notified at the time of order placement of any such changes and a suitable replacement will be offered if available. We cannot guarantee that a suitable replacement will be available at the same price as originally bid.

Grainger's prices in effect at time of purchase may be found on the Grainger website for its general customers at www.grainger.com. Grainger's website is updated frequently and will contain the most recent information regarding pricing, products, and availability.

Sincerely,

 6/15/2010

Joseph Gacek
Government Account Manager, Grainger
1.304.545.4505 Mobile

RECEIVED

2010 JUN 17 P 12:35

PURCHASING DIVISION
STATE OF WV

line #	Description	Size	WWG#	Reference Page
1	Rainwear: Polyester, PVC Coating Outside Waterproof, resists oils and acids, detachable hood, storm fly front, lapped and locked seams, color yellow, minimum length 48", sizes S - XXXXL. Rainfair #2100-8000 or equal.	Small	1FAY5	page 2238
		Medium	5AH67	page 2238
		Large	5AD19	page 2238
		X-Large	2AR53	page 2238
		XX-Large	6AL97	page 2238
		XXX-Large	6AD45	page 2238
		XXXX-Large	1FAY6	page 2238
2	Rainsuit, Three piece: Polyester, PVC Coating outside Outside, 100% waterproof, resist oils and acids, suit includes jacket - 29" in length with raglan sleeve, detachable hood and coverall, storm fly front, detachable hood, lapped and locked seams, color yellow, rainfare #0000-8005 or equal	Small	5T911	page 2236
		Medium	5T912	page 2236
		Large	5T913	page 2236
		X-Large	5T914	page 2236
		XX-Large	5T915	page 2236
		XXX-Large	6AL66	page 2236
		XXXX-Large	1FBB5	page 2236
3	Rainsuit, Three piece: Nylon, Rip-Stop Material, PVC Coating inside & out PVC coating inside and outside, 100% waterproof, resists oils and acids, suit includes jacket 29" in length with raglan sleeve, detachable hood and coverall, storm fly front, lapped and locked seams, color yellow, minimum length 48", sizes 5- XXXXL. Rainf	Small	4T224	page 2236
		Medium	4T225	page 2236
		Large	4T226	page 2236
		X-Large	4T227	page 2236
		XX-Large	5T209	page 2236
		XXX-Large	1FBB7	page 2236
		XXXX-Large	1FBB5	page 2236
4	Rain Jacket: 3 oz. Oxford Weave Nylon Polyurethane coated inside Polyurethane coated inside, flame resistant. Meets federal 191B, method 5903.0 fire retardancy. Stitched & tape sealed seams, raglan sleeve, storm fly front, color yellow, sizes S - XXXXL. Rainfair #1100-8197.	Small	4PCN9	page 2238
		Medium	3BC63	page 2238
		Large	2AH65	page 2238
		X-Large	2AD04	page 2238
		XX-Large	6AC45	page 2238
		XXX-Large	2BC51	page 2238
		XXXX-Large	4PCR1	page 2238
5	Rain pants: 3 oz Oxford weave nylon, polyurethane Coated inside, flame resistant. Meets federal 191B, method 5903.0 fire retardancy. Stitched and tape sealed seams, snap fly, storm fly front, color yellow, sized S - XXXXL. Rainfair #19008497 or equal.	Small	4PCU6	page 2239
		Medium	5KE97	page 2239
		Large	5KE99	page 2239
		X-Large	5KU11	page 2239
		XX-Large	5KU13	page 2239
		XXX-Large	5KU15	page 2239
		XXXX-Large	4PCU7	page 2239
6	Rain Pants: Nylon Fully vulcanized, stitched and taped sealed seams, storm fly front, length 29", colors yellow and green. Sizes S-XXXXL. Rainfair #1900-1403 or equal,	Small	1FAY9	page 2237
		Medium	4T237	page 2237
		Large	4T238	page 2237
		X-Large	4T239	page 2237
		XX-Large	5T212	page 2237
		XXX-Large	1FAZ1	page 2237
		XXXX-Large	4PCT1	page 2237
7	Rain Overall: Nylon, Neoprene outside coating Fully culcanized, stitched and taped sealed seams, storm fly front, length 29", solors y ellow and green. Sizes S-XXXXL. Rainfair #1700-8152 or equal.	Small	4PCG5	page 2238
		Medium	4PCG6	page 2238
		Large	4PCG7	page 2238
		X-Large	4PCG8	page 2238
		XX-Large	4PCG9	page 2238

		XXX-Large	4PCH1	page 2238
		XXXX-Large	4PCH2	page 2238
	FOOTWEAR			
8	Pullover Boot: Pullover Boot Sz. 6-16, Rainfair #2400-9085 or Equal, Sizes 6 - 13			
	8 50 Knit lining, cleated outsole, adjustable top strap, height 17", color: yellow. Rainfair #2400-9085 or equal.		4T270	page 2242
9	Buckle Boot: Rubber, over-the-shoe, Plain Toe Sz. 6 - 14, Rainfair ##24009011 or Equal, Sizes 6 - 14			
	9 25 Knit lining, self draining gusset, cleated outsole, five buckles, height 14", Color: Black, Rainfair #2400-9011 or equal.		2AT58	page 2242
10	Knee Boot: Hand piled rubber, Steel Toe Sz. 6 - 13, Rainfair #2400-9043 or Equal, Sizes 6 - 13			
	10 Ansi Z41 PT 83 M 1-75 C75, Sponge 30 insole, net lining, cleated outsole, steel shank, Color: Black. Rainfair #2400-9043 or equal.		4T282	page 2242
11	Hip Boot: Pull-on, hand piled rubber, steel toe, Rainfair #2400--9091 or Equal, Sizes 6 - 13			
	11 Ansi Z41 PT 83 M 1-75 C75, Sponge 175 insole, net lining, cleated outsole, steel shank, Color: Black. Rainfair #2400-9091 or equal.		5T257	page 2242
12	Hip Boot: Pull-on, hand piled rubber, sponge insole Sz 6 - 13, Rainfair 12 #2400-9089 or Equal, Sizes 6 - 13 25		5T258	page 2242
	EYEWEAR			
13	Safety Glasses: Aviator Style			
	Shields, wire reinforced temples, scratch resistant polycarbonate lenses, 99.9% effective filter of UV Radiation. Packaged in individual poly-Bag.		1FYY7	page 2118
14	Safety Glasses: Conventional Style			
	Shields, wire reinforced temples, brow protector, scratch resistant polycarbonate lenses (clear, green, grey), 99.9% effective filter of UV Radiation. Packaged in individual poly-Bag.		6WE83	page 2119
15	Safety Glasses: Wrap-around Style			
	Shields, reinforced temples, scratch resistant polycarbonate lenses, 99.9% effective filter of UV Radiation. Packaged in individual poly bag. Crews #9800B or equal.		3UYH5	Grainger.com
16	Protective Goggles Wraparound Clear Vinyl			

	Frame, indirect ventilation chemical splash style, acetate anti-fog coated lens, elastic headband packaged in individual poly-bag. Crews #235 or equal.		6T362	page 2132
17	Protective Goggles: Wrap Around, Clear Vinyl			
	Frame, perforated style, acetate anti-fog coated lens, elastic headband, Packaged in individual poly-bag.		6T362	page 2132
	PROTECTIVE CLOTHING, DISPOSABLE			
18	Coverall: Zipper Front, Brand Name: Lakeland 1412 or Equal. Tyvek or Equal. NOTE: the weight of this garment is very important. Consideration will be given for bidding lighter weight garment.	Small	4LUL7	page 2127
		Medium	5AJ20	page 2127
		Large	2AH38	page 2127
		X-Large	6AH03	page 2127
		XX-Large	3AG59	page 2127
		XXX-Large	3AT83	page 2127
		XXXX-Large	6LY40	page 2127
19	Coverall: Zipper Front Attached Hood & Non Skid Boots Brand Name: Lakeland #1414 or Equal.	Small	4LUN1	page 2127
		Medium	1AJ95	page 2127
		Large	5AF44	page 2127
		X-Large	5AN66	page 2127
		XX-Large	5AK79	page 2127
		XXX-Large	4AG52	page 2127
		XXXX-Large	6LY42	page 2127
20	Coverall: Zipper Front, Elastic Wrists and Ankles Brand Name Lakeland 1417 or Equal	Small	4LUL8	page 2127
		Medium	5HH35	page 2127
		Large	5HH36	page 2127
		X-Large	5HH37	page 2127
		XX-Large	5HH38	page 2127
		XXX-Large	5HH39	page 2127
		XXXX-Large	6LY41	page 2127
21	Coverall: Zipper Front, Attached Hood, Elastic Wrists and Ankles Brand Name Lakeland 1428 or Equal	Small	4LUL9	page 2127
		Medium	6LY34	page 2127
		Large	6LY35	page 2127
		X-Large	6LY36	page 2127
		XX-Large	6LY37	page 2127
		XXX-Large	6LY38	page 2127
		XXXX-Large	6LY39	page 2127
55	Wrap-around Safety Chaps, Stihl #0000-886-3204 or Equal. Constructed of six layers of cut retardant material such as Dupont Engtex to protect lower legs and reduce the risk of injury due to moving saw chains STIHL #888-886-3204 or equal.			
		34"	6AJ60	page 2219
		38"	5AN17	page 2219
		42"	5AD18	page 2219
22	Vinyl Foam Earplugs - Cylinder Shape			
	Ear canal, min. NRR:29 - Individually bagged earplugs in dispenser box, approx. 2,000 pair per case.		3WE33	page 2150
23	Vinyl Foam Earplugs - Cylinder Shape			

	Ear canal, minimum NRR:29 -bulk pak, not individually bagged earplugs in dispenser box. Approximately 2,000 pair per case.		3NHK9	page 2149
24	Vinyl Foam Earplugs - Bell Shaped, smaller size			
	Conforms to ear canal, minimum NRR:29 - bulk pak, individually bagged earplugs in dispenser box, approximately 2,000 pair per case.		6XF59	page 2150
25	Ear Muffs - Economy grade, plastic construction, foamed filled cushions, Adj.			
	Foam-filled cushions, adjustable headband, minimum over-the-head NRR:22. Packaged individually in box.		2AAG5	page 2153
26	Ear Muffs - wrap-around style, plastic const., foam filled			
	Foam-filled cushions, adjustable metal headband, minimum over-the-head NRR:22. Packaged individually in box.		5AM41	page 2153
27	Ear Muffs - Maximum Protection, Adj.			
	Headband includes crown strap for use when wearing under the chin or behind the head minimum NRR-25. Packaged individually in box.		4DY92	page 2153
	RESPIRATORS			
28	Respirator, Dust/Mist, Disposable: Two Membranes			
	Two membranes filled with filtering fiber, stiff outer membrane, soft inner membrane, adjustable metal nose piece with foam seal, Two heavy duty head straps, Niosh approved TC-21C351 or latest standard.		3KP43	page 2251
29	Respirator, nuisance dust mask			
	Single woven membrane, adjustable metal nose piece, single elastic head strap. Not Niosh approved.		2KFY4	page 2250
	FIRE EXTINGUISHERS			
30	Fire Extinguisher 2 1/2 lb. WVehicle Bracket, Rated 1A-10B:C		3GRW5	page 2326
31	Fire Extinguisher, 5 lb. WVehicle Bracket. Rated 4A-60B:C		3GRZ4	page 2326
32	Fire Extinguisher, 10 lb. W/Wall Hook, Rated 4A- 60B:C		2LBP1	page 2326
33	Fire Extinguishers 2 1/2 lb. WVehicle Bracket, Rated 10B:C		3GRZ5	page 2326
	GLOVES			
34	Glove: Memphis, #1200S or Equal Full feature Gunn cut pattern, full leather palm, index finger and thumb, fingertips and knuckle strap, remainder canvas. With 2 1/2" starched cuff	Small	1VT31	page 2191
		Medium	1VT33	page 2191
		Large	3ZL53	page 2191
		XLarge	5AJ37	page 2191
35	Glove: Memphis, #1200D or Equal. Same specs as Item 34 with the following exception. Comes with 2 1/2" Denim cuff and back.	Small	5AJ38	page 2191
		Medium		
		Large	5JH03	page 2191
		XLarge	2MDC1	page 2191
36	Glove: Memphis #1430 or Equal. Same specs as Item 34 with the	Small		
		Medium	3NCC7	Grainger.com

	following exception. Comes with 2 1/2" Leather cuff, Large size.	Large	3NCC6	Grainger.com
		XLarge	3NCC8	Grainger.com
37	Glove: Memphis #1700 or Equal. Full feature Gunn cut Pattern, selected heavy side leather palm sewn with heavy tread, 2 3/4" safety cuff.	Small	2ELF7	page 2191
		Medium	2ELF6	page 2191
		Large	2ELF5	page 2191
		XLarge	2ELF8	page 2191
38	Glove Memphis #7100 or Equal. Economy brown jersey, elute pattern, knit wrist. 9 oz., minimum fabric weight.	Small	2UUJ1	page 2168
		Medium		
		Large	5AX05	page 2168
		XLarge		
39	Glove Memphis #7100C or Equal. Economy Glove, brown jersey, elute pattern, knit wrist. 10 oz. minimum fabric weight.	Small	2UUJ3	page 2168
		Medium		
		Large	2UUJ4	page 2168
		XLarge		
40	Glove Memphis #8200 or Equal All cotton canvas, clute pattern, straight thumb, knit wrist. Choice of sizes, 12 oz., minimum fabric weight.	Small	2UUH1	page 2168
		Medium		
		Large	5AX85	page 2168
		XLarge		
41	Glove Memphis #8300 or Equal All cotton canvas, clute pattern= straight thumb, knit wrist. Choice of sizes, 12 oz. minimum fabric weight.	7	2UUH1	page 2168
		8		
		9	5AX85	page 2168
		10		
42	Glove Memphis #8526C or Equal All gold fleece, full chore style, quilted material, knit wrist, size large, 26 oz., minimum fabric weight.	7		
		8		
		9	4NML7	page 2168
		10		
43	Glove Memphis #5430 or Equal. Black neoprene, .030" flock lined, 12" length, rolled cuff,	7	3PXH9	page 2165
		8	3PXJ1	page 2165
		9	4T431	page 2165
		10	4T432	page 2165
44	Glove, Memphis Glove #5430 or Equal. Neoprene/Natural Latex Blend, .022", flock lined, 12' length, scalloped cuff.	7	4EZE5	page 2162
		8	1K783	page 2162
		9	1K785	page 2162
		10	1K779	page 2162
SAFETY ILLUMINATORS				
45	Flares, Emergency 30 min Spikeless		1EKU5	page 2428
46	Flares, Emergency 30 min WiSpike		3TZT4	grainger.com
47	Cyalume Light Sticks, 12 hr Green		1LEC9	page 2428
48	Cyalume Light Sticks, 30 min High Intensity Red		3NRA9	grainger.com
49	Cyalume Light Sticks, 30 Min High Intensity Yellow		3NRC1	grainger.com
SAFETY CAPS				
50	Safety Caps - High Density Polyethylene, Slotted for accessories W/ Ratchet Suspension, Bullard #RT5100 or Equal		4LN95	page 2142
51	Safety Caps - High Density Polyethylene, Slotted for accessories W/ Standard Suspension, Bullard #5100 or Equal		4LN94	page 2142
52	Cold Weather Cap Liner		3BB60	page 2145
53	Sweatband: Cellulose, Kappler #155 or Equal		2AF07	page 2144



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
SAFETY10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS
304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/03/2010				

BID OPENING DATE: **06/17/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
1. BID OPENING DATE HAS BEEN MOVED TO JUNE 17, 2010. ✓						
2. SAFETY10 QUESTIONS AND ANSWERS ATTACHED. ✓						
3. AN ELECTRONIC VERSION OF SAFETY10 PRICING PAGES CAN BE FOUND AT: ✓ WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM						
BIDDERS MUST SUBMIT A PAPER BID WITH THE SAFETY10 BID. THE PAPER COPY SHALL PREVAIL IF ANY DISCREPANCES EXISTS BETWEEN THE ELECTRONIC COPY AND THE PAPER BID SUBMITTED.						
***** END OF ADDENDUM NO. 1 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jayla Houch</i>	TELEPHONE <i>1.304.545.4505</i>	DATE <i>6-15-10</i>
TITLE <i>Government Sales</i>	FEIN <i>36-1150280</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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 disqualification: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-5.6).

SAFETY10
Questions and Answers

1Q	On all of the spreadsheets there are columns labeled Price each/pair/doz What do you want in this column?
1A	This will allow agencies to purchase by the each/pair or by the case.
2Q	List price, price after discount?
2A	List price is before the discount is applied.
3Q	Another column is "total" What do you want in this column?
3A	Example: Page 1 of 2 - Rainwear. Total = Est. Qty multiplied by Price Ea.
4Q	Discounted price by each, doz, carton, case ??
4A	See 1A.

J. Huch
6/15/2010



State of West Virginia
 Department of Administration
 Purchasing Division
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 304-558-8802**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/13/2010				

BID OPENING DATE: **06/10/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY SAFETY ITEMS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>***** INQUIRIES</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, JUNE 1, 2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. 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 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304.558.4115 EMAIL: JO.A.ADKINS@WV.GOV</p> <p>*****</p> <p>BIDDER SHOULD COMPLETE ALL INFORMATION REQUESTED. THESE PRICING SHEETS ARE DIVIDED BY CATEGORY (PRODUCT TYPE).</p> <p>NOTE: ALL QUANTITIES SHOWN ARE ESTIMATES ONLY AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jo Ann Adkins</i>	TELEPHONE 1.304.545.4505	DATE 6-15-10
TITLE Government Sales	FEIN 36-1150280	ADDRESS CHANGES TO BE NOTED ABOVE

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11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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
SAFETY10

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS
304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/13/2010				

BID OPENING DATE: **05/10/2010** BID OPENING TIME: **01:20PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FUTURE CONTRACT ORDERS.</p> <p>MINIMUM ORDERS:</p> <p>ALL ORDERS FROM THIS CONTRACT TOTALING \$100.00 OR MORE SHALL BE DELIVERED FOB: DESTINATION WITH SHIPPING AND HANDLING CHARGES INCLUDED. THIS CONTRACT IS MANDATORY FOR ALL ORDERS OF THESE PRODUCTS IN EXCESS OF \$100.00. ORDERS LESS THAN \$100.00 MAY BE PURCHASED THROUGH THIS CONTRACT (AND AGENCIES PAYING SHIPPING CHARGES), OR MAY BE PURCHASED FROM LOCAL SOURCE TO SAVE THE SHIPPING CHARGES.</p> <p>NOTE: STRINGING (ISSUING A SERIES OF REQUISITIONS TO CIRCUMVENT THIS LIMIT) IS A VIOLATION OF PURCHASING POLICY. ALL SHIPPING COSTS WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL ATTACHED TO THE INVOICE.</p> <p>IF BIDDING "OR EQUAL" BRAND, SAMPLE LITERATURE SHOULD BE RECEIVED PRIOR TO BID DATE.</p> <p>ATTACHMENTS: SAFETY10 SPECIFICATIONS SAFETY10 PRICING PAGES PURCHASING AFFIDAVIT RESIDENT VENDOR PREFERENCE</p>						
0001	1	JB		345-00-00-100		
EQUIPMENT, FIRST AID OR SAFETY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Joseph Borch* TELEPHONE: DATE: TITLE: FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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



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
SAFETY10

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS 304-558-8802

VENDOR

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 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/13/2010				

BID OPENING DATE: 06/10/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <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</p>						

SIGNATURE	TELEPHONE	DATE
<i>Joseph D. ...</i>		
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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Request for Quotation

RFQ NUMBER
SAFETY10

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JO ANN ADKINS
 304-558-8802**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 05/13/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/10/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION; THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Joseph Douch</i>	TELEPHONE	DATE	
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE	

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05/13/2010				

BID OPENING DATE: 06/10/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1	✓	<i>Joseph Burch 6-15-10</i>			
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.						
SIGNATURE						
.....						
COMPANY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Joseph Burch</i>	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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 SAFETY10

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RFQ COPY
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/13/2010				

BID OPENING DATE: 06/10/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>..... DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009</p> <p>.....</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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph B. ...</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SAFETY10 Specifications

Purpose

The West Virginia Division of Purchasing, "State", is soliciting quotations for a blanket, open-end statewide contract to provide safety supplies to all West Virginia State Agencies, and political sub-divisions. Attached is a list of the most common safety items that the State purchased in the previous year.

Award

1. The lowest cost, most complete bid meeting specifications shall be awarded a contract. The discount from list shall remain the same during the entire contract period, including any renewals. The award shall be based on the entire catalog.
2. Vendor shall quote a percentage discount from the lowest price listed in the price list(s)/catalogs submitted. The state prefers a single percentage discount from the price list / categories, but will consider bids containing different percentage discounts for different brands, lists or categories of supplies. Vendors **MAY** submit alternate bids using a separate or additional catalog(s). All items in the discount category must have the exact same discount. (For example, if a Eye Wear product on the pricing page has a discount of 40%, EVERY Eye Wear product sold must have the 40 % discount.) Bids must plainly and clearly indicate the different classes of products with percentage discount for each. Bids that are not clearly identified, by easily identified classes, may be disqualified. Bids that have multiple discounts by category **MUST** list a discount for a miscellaneous category that would be applied to any product not identified by a category discount shown. For evaluation purposes, an estimate of quantity has been inserted to give the miscellaneous category a value in the bid evaluation. **NOTE:** The category discount must be for all items in that category. Bidders shall not offer greater discounts for items on the pricing pages than the category discount offered for that item.

Bidders should mark the items in the catalogs that appear on the pricing pages, to assist in the evaluation and verification of the bids. This is an excel document and will be available electronically after the mandatory pre-bid. 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 size.

Additional Information

All pricing is firm for a period of one (1) year. If the manufacture should change or discontinue a model number, then the vendor shall provide an alternate model with the same performance and construction features at the original bid price.

If bidding "or equal" brand, samples and specification sheets should be received prior to bid date.

The item(s) as specified is (are) shown only as an example of the quality level and operational characteristics requested by the agency and not intended to mean the only acceptable brand. Vendors who are bidding alternates must so state and include pertinent literature and specifications. Failure to provide information for any alternates may be grounds for rejection of the bid.

If any proprietary, trade, brand, or manufacture's name or part number is used herein in describing the required equipment, it shall be understood to indicate the minimum standard of composition and quality required, and shall not be construed to exclude equipment that equals or exceeds the functional capability and quality of the named equipment.

The equipment bid herein shall be of standard manufacture and shall be new and shall be of the current production model.

Verification of product quality is the responsibility of the vendor. The State of West Virginia may require certified mail test data, certifications or samples for testing of material bid.

Vendor may request that the catalog be updated at renewal. Purchasing reserves the right to demand the net prices remain firm from original bid. If new catalog is accepted, certified spreadsheet reflecting any price changes shall be required comparing the original net price to the changed cost. If new Catalog is submitted for such renewal, such catalog must be the catalog published by vendor that contains the lowest prices quoted in any catalog published by vendor and one that is used by the general public. If the Purchasing Division extends the offer to renew, and feels there are significant price increases, Purchasing reserves the right to re-bid the contract. If new catalog is accepted and the vendor rearranges the catalog and item classification changes, the highest discount of the two (the old and the new) shall apply to all items.

Orders shall be delivered within five (5) working days after orders are received. Emergency orders shall be delivered within one (1) working day after orders are received. Spending units must be advised in writing if orders will be delayed for

any reason. Vendor shall carry an adequate stock to insure such delivery service for the duration of the contract.

Nonconforming products and materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract.

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

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

Vendor Responsibilities

1. Successful vendor shall provide catalogs/price lists, etc. at no charge, upon request by any state agency or political subdivision. Additional price lists/ catalogs may be required from the vendor at any time. These shall be provided at no cost to the State.
2. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract. Excessive out of stock and back orders will not be tolerated. Substitutions of products shall only be accepted if cleared by the agency prior to shipping of such substitution.
3. Each delivery shall be placed as requested in any one location at the delivery site. Dock deliveries are not acceptable unless so requested by the agency. All deliveries must be made during normal working hours for the delivery location. All orders (including back orders) shall not be invoiced until the actual item is delivered. Agencies shall have 30 days in which to return un-opened/un-used items at no charge. Normal returns may be done during a future delivery from the vendor. Agencies may request non-ordered items to be picked up within five days of delivery, even if there are no deliveries within this five-day time frame.
3. Successful vendor must be able to accept orders via phone, fax, internet, USPS.
4. Credits must be handled quickly and efficiently, promptly replacing incorrect items and processing credits in a timely manner..

5. Internet Access – Vendor must be able to provide internet ordering access. The successful bidder shall be responsible for training agency personnel in using their internet site for placing orders and coordinating the return pick ups. Successful vendor must be able to ensure the discounts shall be given through the internet site.
6. Vendor must send packing slip in each order.

Reports

Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value, agencies and political subdivisions which have used this contract. Additionally, the reports must show the method of order placement (internet, fax, etc.) both by the percentage and dollar amount. Successful vendor shall also be able to provide report showing the top 100 items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.

Send to: jo.a.adkins@wv.gov

SAFETY07
PRICING PAGE - RAINWEAR

PRICING SHEET - SAFETY10							Page 1 of 2 * Rainwear		
Line Item	Item	Est. Qty	Size	Disct fr List (%)	Price Ea	Total	#/Case	Color Bid	Mfg
1	Rainwear: Polyester, PVC Coating Outside Waterproof, resists oils and acids, detachable hood, storm fly front, lapped and locked seams, color yellow, minimum length 48", sizes S - XXXXL. Rainfair #2100-8000 or equal.	55	Small		7.33	403.15		Yellow	CONDOR
		110	Medium		8.14	895.40		"	"
		165	Large		8.19	1,351.35		"	"
		605	X-Large		8.20	4,961		"	"
		55	XX-Large		7.84	431.20		"	"
		55	XXX-Large		8.21	451.55		"	"
		55	XXXX-Large		8.45	464.75		"	"
2	Rainsuit, Three piece: Polyester, PVC Coating outside Outside, 100% waterproof, resist oils and acids, suit includes jacket - 29" in length with raglan sleeve, detachable hood and coverall, storm fly front, detachable hood, lapped and locked seams, color yellow, rainfare #0000-8005 or equal	45	Medium		7.09	319.05		Yellow	CONDOR
		67	Large		7.09	475.03		"	"
		225	X-Large		7.09	1,595.25		"	"
		68	XX-Large		7.15	486.20		"	"
		23	XXX-Large		7.15	164.45		"	"
		22	XXXX-Large		8.19	180.18		"	"
3	Rainsuit, Three piece: Nylon, Rip-Stop Material, PVC Coating inside & out PVC coating inside and outside, 100% waterproof, resists oils and acids, suit includes jacket 29" in length with raglan sleeve, detachable hood and coverall, storm fly front, lapped and locked seams, color yellow, minimum length 48", sizes S-XXXXL. Rainfair #0000-7020 or equal.	15	Small		13.77	206.55		Yellow	CONDOR
		22	Medium		13.77	302.94		"	"
		23	Large		13.77	316.71		"	"
		67	X-Large		13.77	922.59		"	"
		23	XX-Large		13.84	318.32		"	"
		15	XXX-Large		13.90	208.50		"	"
		15	XXXX-Large		8.19	122.85		"	"
4	Rain Jacket: 3 oz. Oxford Weave Nylon Polyurethane coated inside Polyurethane coated inside, flame resistant. Meets federal 191B, method 5903.0 fire retardancy. Stitched & tape sealed seams, raglan sleeve, storm fly front, color yellow, sizes S - XXXXL. Rainfair #1100-8197.	9	Small		15.74	141.66		Yellow	CONDOR
		17	Medium		15.74	267.58		"	"
		18	Large		16.40	295.20		"	"
		96	X-Large		16.40	1,574.40		"	"
		17	XX-Large		16.40	278.80		"	"
		9	XXX-Large		16.40	147.60		"	"
		9	XXXX-Large		15.83	142.47		"	"

**SAFETY07
PRICING PAGE - RAINWEAR**

PRICING SHEET - SAFETY07							Page 2 of 2 * Rainwear		
Line Item	Item	Quantity	Size	Disct fr List (%)	Price Ea	Total	#/Case	Color Bid	Mfg
5	Rain pants: 3 oz Oxford weave nylon, polyurethane	5	Small		38.94	194.70		Yellow	CONDOR
	Coated inside, flame resistant. Meets federal 191B, method 5903.0 fire retardency. Stitched and tape sealed seams, snap fly, storm fly front, color yellow, sized S - XXXXL. Rainfair #1900-8497 or equal.	5	Medium		38.94	194.70		"	"
		15	Large		38.95	584.25		"	"
		45	X-Large		38.95	1,752.75		"	"
		20	XX-Large		38.96	779.20		"	"
		5	XXX-Large		38.96	194.80		"	"
		5	XXXX-Large		38.95	194.75		"	"
6	Rain Pants: Nylon	2	Small		22.93	45.86		Yellow	Condor
	Fully vulcanized, stitched and taped sealed seams, storm fly front, length 29", colors yellow and green. Sizes S-XXXXL. Rainfair #1900-1403 or equal.	3	Medium		22.93	68.79		"	"
		8	Large		22.93	183.44		"	"
		22	X-Large		22.93	504.46		"	"
		10	XX-Large		22.93	229.30		"	"
		3	XXX-Large		22.93	68.79		"	"
		2	XXXX-Large		29.32	58.64		"	"
7	Rain Overall: Nylon, Neoprene outside coating	2	Small		27.99	55.98		Yellow	Condor
	Fully culcanized, stitched and taped sealed seams, storm fly front, length 29", solors y ellow and green. Sizes S-XXXXL. Rainfair #1700-8152 or equal.	3	Medium		28.00	84.00		"	"
		8	Large		28.00	224.00		"	"
		22	X-Large		28.00	616.00		"	"
		10	XX-Large		28.01	280.10		"	"
		3	XXX-Large		28.01	84.03		"	"
		2	XXXX-Large		28.04	56.08		"	"

SAFETY07
PRICING PAGE - FOOTWEAR

Pricing Sheet - SAFETY10						Page 1 of 1 * Footwear		
Line Item	Item	Est. Quantity	Disc't fr List (%)	Price per Pair	Total	#/Case	Color Bid	Mfg
	Footwear							
8	Pullover Boot: Pullover Boot Sz. 6-16, Rainfair #2400-9085 or Equal, Sizes 6 - 13 Knit lining, cleated outsole, adjustable top strap, height 17", color: yellow. Rainfair #2400-9085 or equal.	50		10.42	521.00		Yellow	Approved Vendor
9	Buckle Boot: Rubber, over-the-shoe, Plain Toe Sz. 6 - 14, Rainfair #2400-9011 or Equal, Sizes 6 - 14 Knit lining, self draining gusset, cleated outsole, five buckles, height 14", Color: Black, Rainfair #2400-9011 or equal.	25		17.25	431.25		BLACK	Approved Vendor
10	Knee Boot: Hand piled rubber, Steel Toe Sz. 6 - 13, Rainfair #2400-9043 or Equal, Sizes 6 - 13 Ansi Z41 PT 83 M 1-75 C75, Sponge insole, net lining, cleated outsole, steel shank, Color: Black. Rainfair #2400-9043 or equal.	30		17.07	512.10		BLACK	Approved Vendor
11	Hip Boot: Pull-on, hand piled rubber, steel toe, Rainfair #2400--9091 or Equal, Sizes 6 - 13 Ansi Z41 PT 83 M 1-75 C75, Sponge insole, net lining, cleated outsole, steel shank, Color: Black. Rainfair #2400-9091 or equal.	175		39.85	6,973.75		BLACK	Approved Vendor
12	Hip Boot: Pull-on, hand piled rubber, sponge insole Sz 6 - 13, Rainfair #2400-9089 or Equal, Sizes 6 - 13 insole, net lining, cleated outsole, steel chank. Rainfair #2400-9089 or equal.	25		40.48	1,012.00		BLACK	Approved Vendor

SAFETY07

PRICING PAGE - EYEWEAR

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

Line Item	Item	Est. Quantity	MFG	Model	Frame Color	Lense Tint	Packaging	Disct fr List (%)	Price Per Pair	Total	# / Case
* Unless otherwise noted, all eyewear must meet Ansi Z87.1-1989 or latest edition of this standard.											
13	<p>Eyewear</p> <p>Safety Glasses: Aviator Style Shields, wire reinforced temples, scratch resistant polycarbonate lenses, 99.9% effective filter of UV Radiation. Packaged in individual poly-Bag.</p>	724	CONDOR	1FY7	SIV	clear			3.52	2,548.48	
14	<p>Safety Glasses: Conventional Style Shields, wire reinforced temples, brow protector, scratch resistant polycarbonate lenses (clear, green, grey), 99.9% effective filter of UV Radiation. Packaged in individual poly-Bag.</p>	122	Sperian	6WEB3	gun metal	clear			2.55	311.10	
15	<p>Safety Glasses: Wrap-around Style Shields, reinforced temples, scratch resistant polycarbonate lenses, 99.9% effective filter of UV Radiation. Packaged in individual poly bag. Crews #9800B or equal.</p>	456	Crews	3uyH5	clear	clear			.86	392.16	
16	<p>Protective Goggles: Wrap-around Clear Vinyl Frame, indirect ventilation or chemical splash style, acetate anti-fog coated lens, elastic headband packaged in individual poly-bag. Crews #235 or equal.</p>	113	Sperian	6T362	clear	clear			3.65	412.45	
17	<p>Protective Goggles: Wrap Around, Clear Vinyl Frame, perforated style, acetate anti-fog coated lens, elastic headband, Packaged in individual poly-bag.</p>	96	Sperian	6T362	clear	clear			3.65	350.40	14

SAFETY10
PRICING PAGE - PROTECTIVE CLOTHING

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

Page 1 of 1 *Protective Clothing

Minimum specifications for large size:

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

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

Line Item	Item	Size	Est. Quantity	Disc't fr List (%)	Price Ea	Total	#/Case	Color Bid	Mfg
Protective Clothing, Disposable									
18	Coverall: Zipper Front, Brand Name: Lakeland 1412 or Equal. Tyvek or Equal. NOTE: the weight of this garment is very important. Consideration will be given for bidding lighter weight garment.	Small	12		73.57	CS/PRICE	25/CS	white	DUPONT
		Medium	13		73.57	"	"	white	DUPONT
		Large	38		73.61	"	"	"	"
		X-Large	112		73.62	"	"	"	"
		XX-Large	50		78.26	"	"	"	"
		XXX-Large	13		82.83	"	"	"	"
		XXXX-Large	12		89.43	"	"	"	"
19	Coverall: Zipper Front Attached Hood & Non Skid Boots Brand Name: Lakeland #1414 or Equal.	Small	13		90.35	"	"	white	Dupont
		Medium	14		95.20	"	"	"	"
		Large	41		90.32	"	"	"	"
		X-Large	125		90.57	"	"	"	"
		XX-Large	55		95.79	"	"	"	"
		XXX-Large	14		101.51	"	"	"	"
		XXXX-Large	13		109.67	"	"	"	"
20	Coverall: Zipper Front, Elastic Wrists and Ankles Brand Name Lakeland 1417 or Equal	Small	1		83.02	"	"	white	Dupont
		Medium	1		83.02	"	"	"	"
		Large	2		83.03	"	"	"	"
		X-Large	6		83.02	"	"	"	"
		XX-Large	3		88.06	"	"	"	"
		XXX-Large	1		93.38	"	"	"	"
		XXXX-Large	1		100.81	"	"	"	"
21	Coverall: Zipper Front, Attached Hood, Elastic Wrists and Ankles Brand Name Lakeland 1428 or Equal	Small	1		88.96	"	"	white	Dupont
		Medium	1		88.91	"	"	"	"
		Large	2		89.04	"	"	"	"
		X-Large	6		89.07	"	"	"	"
		XX-Large	3		94.23	"	"	"	"
		XXX-Large	1		100.54	"	"	"	"
		XXXX-Large	1		107.95	"	"	"	"
55	Wrap-around Safety Chaps, Stihl #0000-888-3204 or Equal. Constructed of six layers of cut retardant material such as Dupont Engtex to protect lower legs and reduce the risk of injury due to moving saw chains STIHL #888-886-3204 or equal.	34"	50		55.64	2,782. ⁰⁰		orange	CONDOR
		38"	50		57.36	2,868. ⁰⁰		"	"
		42"	50		58.82	2,941. ⁰⁰		"	"

SAFETY10
PRICING PAGES - EAR PROTECTION

* Unless otherwise noted, all ear protection must meet Ansi S3.19 or latest edition of this standard.										Page 1 of 1 *Ear Protection		
Line Item	Item	Est. Qty	Dist. List (%)	Price Per Pair	Total	Count Per Carton	Carton Price	# Cartons Per Case	Total Case	Case Price	Mfg	Model
22	Vinyl Foam Earplugs - Cylinder	20		-	-	1,000	70.44	-	-	-	EAR	312-1082
	Shape Ear canal, min. NRR:29 - Individually bagged earplugs in dispenser box, approx. 2,000 pair per case.											
23	Vinyl Foam Earplugs - Cylinder	5		-	-	1,000	60.00	-	-	-	EAR	391-1001
	Shape Ear canal, minimum NRR:29 - bulk pak, not individually bagged earplugs in dispenser box. Approximately 2,000 pair per case.											
24	Vinyl Foam Earplugs - Bell	40		-	-	200	13.25	-	-	-	SPERIAN	LL-1
	Shaped, smaller size Conforms to ear canal, minimum NRR:29 - bulk pak, individually bagged earplugs in dispenser box, approximately 2,000 pair per case.											
25	Ear Muffs - Economy grade, plastic construction, foamed filled cushions, Adj.	5		4.51	22.55	40	180. ⁴⁰	-	-	-	CONDOR	2AAGS
	Foam-filled cushions, adjustable headband, minimum over-the-head NRR:22. Packaged individually in box.											
26	Ear Muffs - wrap-around style, plastic const., foam filled	5		9.04	45.20	-	-	-	-	-	EAR	330-3001
	Foam-filled cushions, adjustable metal headband, minimum over-the-head NRR:22. Packaged individually in box.											
27	Ear Muffs - Maximum Protection, Adj.	50		9.80	490. ⁰⁰	-	-	-	-	-	SPERIAN	1010-926
	Headband includes crown strap for use when wearing under _the_chin or behind _the_head minimum NRR:25. Packaged individually in box.											

**SAFETY10
PRICING PAGE - RESPIRATORS**

Pricing Sheet - SAFETY07		Page 1 of 1 *Respirators							
Line Item	Item	Est. Qty	Disct fr List (%)	Price Ea	Total	Case Price	# Per Case	Mfg	Model
	Respirators								
	Respirator, Dust/Mist, Disposable: Two Membranes								
28	Two membranes filled with filtering fiber, stiff outer membrane, soft inner membrane, adjustable metal nose piece with foam seal, Two heavy duty head straps, Niosh approved TC-21C-351 or latest standard.	125		-	-	11.08	20	3M	8210
29	Respirator, nuisance dust mask Single woven membrane, adjustable metal nose piece, single elastic head strap. Not Niosh approved.	10		-	-	3.51	50	Condor	2KFY4

**SAFETY10
PRICING PAGE - FIRE EXTINGUISHERS**

SPECIFICATIONS: Fire extinguishers, dry chemical, general purpose, stored pressure, steel shell with corrosion resistant finish, aluminum valves, easy to read gauges. **NOTE:** For Fire Extinguishers only, vendor may include a hazardous material charge when delivery is made by ups or smaller carrier. An original invoice from the carrier, clearly showing the charge, must be attached to the vendor's invoice for payment.

Page 1 of 1 * Fire Extinguishers

Line Item	Item	Est. Quantity	Disct fr List (%)	Price Ea	Total	Case Price	# Per Case	Mfg	Model
	Fire Extinguishers								
30	Fire Extinguisher 2 1/2 lb. W/Vehicle Bracket, Rated 1A-10B:C	50		33.13	1,656.50	-	-	Buckeye	13315
31	Fire Extinguisher, 5 lb. W/Vehicle Bracket. Rated 4A-60B:C	12		41.74	500.88	-	-	"	25614
32	Fire Extinguisher, 10 lb. W/Wall Hook, Rated 4A-60B:C	40		53.00	2,120	-	-	FIRST ALERT	FE 4A60B
33	Fire Extinguishers 2 1/2 lb. W/Vehicle Bracket, Rated 10B:C	5		18.29	91.45	-	-	Buckeye	13415

**SAFETY10
PRICING PAGE - GLOVES**

Pricing Sheet - SAFETY07											Page 1 of 2 * Gloves	
Line Item	Item	Size	Est. Qty / Dz	Disct fr List (%)	Price Per Dozen	Total	Case Price	# Per Case	Mfg	Model/Style		
Gloves												
34	Glove: Memphis, #1200S or Equal Full feature Gunn cut pattern, full leather palm, index finger and thumb, fingertips and knuckle strap, remainder canvas. With 2 1/2" starched cuff.	Small	13		13.32	173.16	13.32	12	CONDOR	1VT31		
		Medium	13		28.20	366.60	28.20	12	"	1VT33		
		Large	50		11.40	570.00	11.40	12	"	3ZLS3		
		XLarge	50		14.04	702.00	14.04	12	"	SAJ37		
35	Glove: Memphis, #1200D or Equal. Same specs as item 34 with the following exception. Comes with 2 1/2" Denim cuff and back.	Small	3		14.04	42.12	14.04	12	"	SAJ38		
		Medium	3		-				N/A			
		Large	10		13.68	136.80	13.68	12	CONDOR	SJH03		
		XLarge	10		17.04	170.40	17.04	12	"	2MDC1		
36	Glove: Memphis #1430 or Equal. Same specs as item 34 with the following exception. Comes with 2 1/2" Leather cuff, Large size.	Small	1		78.00	78.00	78.00	12	N/A	Y2008M-L5		
		Medium	1		53.28	53.28	53.28	12	Wells Lamont	Y200L-L5		
		Large	1		56.76	56.76	56.76	12	"	Y2008XL-L5		
		XLarge	1		36.60	146.40	36.60	12	Memphis	1700S		
37	Glove: Memphis #1700 or Equal. Full feature Gunn cut Pattern, selected heavy side leather palm sewn with heavy tread, 2 3/4" safety cuff.	Small	4		36.60	219.60	36.60	12	"	1700M		
		Medium	6		36.60	585.60	36.60	12	"	1700L		
		Large	16		39.84	637.44	39.84	12	"	1700XL		
		XLarge	16		6.24	361.92	6.24	12	CONDOR	244J1		
38	Glove Memphis #7100 or Equal. Economy brown jersey, culate pattern, knit wrist. 9 oz., minimum fabric weight.	Small	58		6.24	1,272.96	6.24	12	N/A	5AX85		
		Medium	88									
		Large	204									
		XLarge	233									

SAFETY10
PRICING PAGE - GLOVES

Pricing Sheet - SAFETY07		Page 2 of 2 *Gloves									
Line Item	Item	Qty / Dz	Disct fr List (%)	Price Per Dozen	Total	Case Price	# Per Case	Mfg	Model		
Gloves (cont'd)											
39	Glove Memphis #7100C or Equal. Economy Glove, brown jersey, clete pattern, knit wrist. 10 oz. minimum fabric weight.	Small		16.20	32.40	16.20	12	Condor	244J3		
		Medium						N/A			
		Large		16.20	162.00	16.20	12	Condor	244J4		
		XLarge						N/A			
40	Glove Memphis #8200 or Equal. All cotton canvas, clete pattern, straight thumb, knit wrist. Choice of sizes, 12 oz., minimum fabric weight.	Small		5.88	58.80	5.88	12	Condor	244H1		
		Medium					N/A				
		Large		5.88	235.20	5.88	12	Condor	5AX85		
		XLarge						N/A			
41	Glove Memphis #8300 or Equal. All cotton canvas, clete pattern, straight thumb, knit wrist. Choice of sizes, 12 oz., minimum fabric weight.	7		5.88	11.76	5.88	12	Condor	244H1		
		8					N/A				
		9		5.88	58.80	5.88	12	Condor	5AX85		
		10						N/A			
42	Glove Memphis #8526C or Equal. All gold fleece, full chore style, quilted material, knit wrist, size large, 26 oz., minimum fabric weight.	7						N/A			
		8					N/A				
		9		24.00	1920.00	24.00	12	Condor	4NML7		
		10						N/A			
43	Glove Memphis #5430 or Equal. Black neoprene, .030" flock lined, 12" length, rolled cuff.	7		41.04	41.04	41.04	12	Ansell	8-352-7		
		8		41.04	82.08	41.04	12	"	8-352-8		
		9		41.04	164.16	41.04	12	"	8-352-9		
		10		41.04	205.20	41.04	12	"	8-352-10		
44	Glove Memphis #5430 or Equal. Neoprene/Natural Latex Blend, .022", flock lined, 12" length, scalloped cuff.	7		11.88	47.52	11.88	12	Best	CHMS-07		
		8		11.88	59.40	11.88	12	"	CHMM-08		
		9		11.88	201.96	11.88	12	"	CHML-09		
		10		12.00	216.00	12.00	12	"	CHMXL-10		

SAFETY10
PRICING PAGE - SAFETY ILLUMINATORS

* Red Emergency Flares: Visible in fog, rain or snow, self contained striker, complies with ICC regulations, Bureau of Explosive Specifications and approved by the underwriters lab. These items may be used by the Department of Highways and the Department of Public Safety.

Page 1 of 1 *Illuminators

Line Item	Item	Est. Quantity	Disct fr List (%)	Price Each	Total	Price Per Case	# Per Case	Mfg	Model	Min Order Qty
	Safety Illuminators									
45	Flares, Emergency 30 min Spikeless	275	-	-	-	54.37	36	Cortina	95-07-31	36
46	Flares, Emergency 30 min W/Spike	20	-	-	-	65.50	36	Cortina	95-07-30	36
47	Cyalume Light Sticks, 12 hr Green	20	-	12.96	-	.96	10	Cyalume Techn	9-0800101	10
48	Cyalume Light Sticks, 30 min High Intensity Red	10	-	12.96	-	12.96	10	Cyalume Techn	9-27055201	10
49	Cyalume Light Sticks, 30 Min High Intensity Yellow	10	-	10.77	-	10.77	10	Cyalume Techn	9-27052201	10

SAFETY10
PRICING PAGE - SAFETY CAPS

Line Item		Item	Est. Qty	Disct fr List. (%)	Price Each	Total	Case Price	# Per Case	Mfg	Model	Page 1 of 1 *Safety Caps	
											Min Order	Qty
High density Polyethylene, slotted for accessories, includes ratchet suspension with no metal parts, headband, neck strap, sweatband and adjustable crown straps, standard size 6 1/2" to 8", meets Ansi Z89.1. Colors: White and Yellow. Bullard #RT5100 or equal.												
Safety Caps												
50		Safety Caps - High Density Polyethylene, Slotted for accessories W/ Ratchet Suspension, Bullard #RT5100 or Equal	400	-	5.81	2,324	-	-	MSA	475358		1
51		Safety Caps - High Density Polyethylene, Slotted for accessories W/ Standard Suspension, Bullard #5100 or Equal	10	-	3.51	35.10	-	-	MSA	463942		1
52		Cold Weather Cap Liner	900	-	1.48	1,332.00	-	-	CONDOR	3B860		1
53		Sweatband: Cellulose, Kappler #155 or Equal	10	-	-	-	22.00	100	CONDOR	2AF07		100
54		Safety Cap with Nylon Full Face Shield	5	-	2.69	13.45	-	-	MSA	10109107		1

**SAFETY10
PRICING PAGE - MISCELLANEOUS**

Pricing Sheet - SAFETY07

Line Item	Item	Size	Est. Qty / Dz	Disct fr List (%)	Price Per Dozen	Total	Case Price	# Per Case	Mfg	Model/Style	
55	Miscellaneous		All other catalog items - Discount from list.								% 10 % / -

RAINWEAR	% 10 % / -
FOOTWEAR	% 10 % / -
EYEWEAR	% 10 % / -
PROTECTIVE CLOTHING	% 10 % / -
EAR PROTECTION	% 10 % / -
RESPIRATORS	% 10 % / -
FIRE EXTINGUISHERS	% 10 % / -
GLOVES	% 10 % / -
SAFETY ILLUMINATORS	% 10 % / -
SAFETY CAPS	% 10 % / -
MISCELLANEOUS	% 10 % / -

VENDOR INFORMATION

Contract Coordinator:

TAMMY PAULEY

Authorized Signature:



Phone Number:

1.304.746.4264

Date:

6-15-2010

Fax Number:

1.304.744.3159

Email Address:

TAMMY.PAULEY@GRAINGER.COM

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: GRAINGER

Authorized Signature: Joseph Jacobs Date: 1-7-2010

State of West Virginia

County of Kanawha, to-wit:

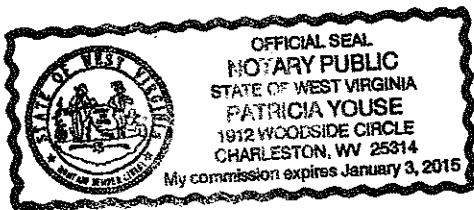
Taken, subscribed, and sworn to before me this 7 day of Jan, 2010.

My Commission expires Jan 3, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC

Patricia A. Youse



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: GRAINGER

Signed: Jayli Gorch

Date: 6-15-2010

Title: Government Account Manager

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