



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 2

List View

## General Information

## Contact

## Default Values

## Discount

## Document Information

Procurement Folder: 604304

Procurement Type: Central Master Agreement

Vendor ID: 000000178512



Legal Name: GRAINGER

Alias/DBA:

Total Bid: \$2,258,264.59

Response Date: 08/02/2019



Response Time: 12:00

SO Doc Code: CRFQ

SO Dept: 0314

SO Doc ID: HST2000000002

Published Date: 7/29/19

Close Date: 8/2/19

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum 2-Open-End Contract  
for Multi-Gas Detector Sensors


Total of Header Attachments: 2

Total of All Attachments: 2



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

Proc Folder : 604304

Solicitation Description : Addendum 2-Open-End Contract for Multi-Gas Detector Sensors

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-08-02 13:30:00	SR 0314 ESR08021900000000563	1

VENDOR

000000178512

GRAINGER

Solicitation Number: CRFQ 0314 HST2000000002

Total Bid : \$2,258,264.59

Response Date: 2019-08-02

Response Time: 12:00:08

Comments:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper  
(304) 558-0468  
linda.b.harper@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Gas Detectors	1.00000	EA	\$2,258,264.590000	\$2,258,264.59

Comm Code	Manufacturer	Specification	Model #
46171613			

Extended Description :	Vendors Submitting Bids through wvOasis, enter total bid amount from the Exhibit A Pricing Page and attach the Exhibit A Pricing Page to your bid submittal.
------------------------	--

**Comments:** Delivery between 1 - 5 days



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
13 - Equipment

Proc Folder: 604304

Doc Description: Addendum 2-Open-End Contract for Multi-Gas Detector Sensors

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-07-29	2019-08-02 13:30:00	CRFQ 0314 HST2000000002	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Granger  
201 RIDC Park West Dr  
Pittsburgh, PA 15275

FOR INFORMATION CONTACT THE BUYER

Linda B Harper  
(304) 558-0468  
linda.b.harper@wv.gov

Signature X

FEIN # 36-1150280

DATE 8/2/19

All offers subject to all terms and conditions contained in this solicitation



REQUEST FOR QUOTATION  
Multi- Gas Detector Sensors

---

7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Eric Chichester  
Telephone Number: 412-974-3967  
Fax Number: \_\_\_\_\_  
Email Address: eric.chichester@Grainger.com

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Eric Chichester Government Sales Mgr.

(Name, Title)

Eric Chichester Government Sales Mgr.

(Printed Name and Title)

201 RIDC Park West Dr Pittsburgh, PA 15275

(Address)

412-974-3967

(Phone Number) / (Fax Number)

Eric.Chichester@Grainger.com

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Grainger

(Company)

E. Chichester Government Sales Mgr.

(Authorized Signature) (Representative Name, Title)

Eric Chichester Government Sales Mgr.

(Printed Name and Title of Authorized Representative)

8-2-19

(Date)

412-974-3967

(Phone Number) (Fax Number)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Grainger  
Company

E. Ch...  
Authorized Signature

8-2-19  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

### 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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

### WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Grainger

Authorized Signature: [Signature] Date: 8-2-19

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of August, 2019.

My Commission expires 03/25/2023, 20  .

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

Commonwealth of Pennsylvania - Notary Seal  
Scott Holland, Notary Public  
Allegheny County  
My commission expires March 25, 2023  
Commission number 1348695

Member, Pennsylvania Association of Notaries



Exhibit A  
Pricing Page

Multi-Gas Detective Sensors							
Unit Price Items							
DESCRIPTION	UNIT OF MEASURE	UNIT PRICE, YEAR ONE	UNIT PRICE, YEAR TWO, Optional Renewal	UNIT PRICE, YEAR THREE, Optional Renewal	UNIT PRICE, YEAR FOUR, Optional Renewal	ESTIMATED QTY (Per Year)	EXTENDED COST
CO Sensor (for Industrial Scientific Corp. MX-6) #17124975-1	EA	\$ 350.00	\$ 367.50	\$ 385.88	\$ 405.17	150	\$ 226,281.56
O2 Sensor (for Industrial Scientific Corp. MX-6) #17124975-3	EA	\$ 207.00	\$ 217.35	\$ 228.22	\$ 239.63	150	\$ 133,829.38
NO2 Sensor (for Industrial Scientific Corp. MX-6) #17124975-4	EA	\$ 414.00	\$ 434.70	\$ 456.44	\$ 479.26	150	\$ 267,658.76
NO Sensor (for Industrial Scientific Corp. MX-6) #17124975-D	EA	\$ 555.98	\$ 583.79	\$ 612.97	\$ 643.62	150	\$ 359,454.00
CO/HI Sensor (for Industrial Scientific Corp. MX-6) #17124975-H	EA	\$ 373.99	\$ 392.69	\$ 412.32	\$ 432.93	150	\$ 241,789.50
5% CH4 Sensor (for Industrial Scientific Corp. MX-6) #17124975-M	EA	\$ 276.00	\$ 289.80	\$ 304.29	\$ 319.50	150	\$ 178,439.18
100% CH4 Sensor (for Industrial Scientific Corp. MX-6) #17124975-N	EA	\$ 594.00	\$ 623.70	\$ 654.89	\$ 687.63	150	\$ 384,032.14
CO Sensor (for Industrial Scientific Corp. MX-4) #17134487	EA	\$ 303.13	\$ 318.29	\$ 334.20	\$ 350.91	150	\$ 195,979.23
O2 Sensor (for Industrial Scientific Corp. MX-4) #17134461	EA	\$ 184.86	\$ 194.10	\$ 203.81	\$ 214.00	150	\$ 119,515.46
CH4 Sensor (for Industrial Scientific Corp. MX-4) #17134495	EA	\$ 234.00	\$ 245.70	\$ 257.99	\$ 270.88	150	\$ 151,285.39
TOTAL BID AMOUNT (Includes Shipping Charges)							\$ 2,258,264.59



August 2, 2019

Linda Harper, Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston WV 25305

Re: RFQ: 13 Equipment, Multi-Gas Sensors

Dear Ms. Harper,

W.W. Grainger, Inc., "Grainger" is pleased to respond to this for multi-gas sensors. As you know, Grainger is a national, wholesale distributor of industrial products such as these type of products, and is ideally situated to satisfying the contracting requirements associated with this opportunity.

Grainger continuously strives to set the industry standard with respect to contract compliance and customer satisfaction. To that end, Grainger requests the opportunity to clarify certain terms contained in the enclosed offer to ensure that our compliance with this contract, should it be awarded to Grainger, and your customer satisfaction are achieved. Noting that Grainger would like to confirm that the State shares the same understanding for contract compliance on the following terms and conditions from the bid.

#### **General Terms and Conditions**

- **28. Warranty:** In regard to subsection (b) Grainger, as a distributor and not a manufacturer, would like to confirm that the "purpose intended" by the State is consistent with the purpose intended by the manufacturer for the product.
- **30. Privacy, Security and Confidentiality:** Grainger, while it sells MRO, and may not be thought of as digital company does have significant on-line presence and experience in digital sales transactions. Our company has a robust data security policy and would also like to confirm that since this contract applies to gas sensors and does not cover the use of any personal information, that this clause does not apply to this agreement.

#### **Specifications Section**

- **6.1 Delivery Time:** Grainger can ship orders received before 4pm the same day that they are received. We believe that in most cases we can get emergency orders to the purchaser within one day, but it may not be possible in all cases in remote or extremely rural areas.
- **6.2 Late Delivery:** If an order is placed through the Grainger government team at 1-800-GOV-TEAM, the purchaser will be notified if an order is delayed. However, stocking will be tailored to the needs for the product in the bid so it is not anticipated there will be any delayed orders.

We appreciate the opportunity to respond to this bid and look forward to serving the State. If you have any concerns with the above clarifications, please contact me immediately as we do not want to be declared non-responsive.

Sincerely

Eric Chichester  
Government Sales Manager  
412-974-3967