



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

Purchase Order

PURCHASE ORDER NO.
PAINT10

PAGE
1

BLANKET RELEASE
00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

*709022555 304-727-4359
 SHERWIN WILLIAMS COMPANY
 450 2ND ST # 3

 SAINT ALBANS WV 25177

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

| DATE PRINTED | | TERMS OF SALE | | FEIN/SSN | | FUND | |
|---|---------------|---------------|-----------------|---------------|------------|----------------|--|
| 01/11/2010 | | NET 30 | | 340526850 | | | |
| SHIP VIA | | F.O.B | | FREIGHT TERMS | | ACCOUNT NUMBER | |
| BEST WAY | | DESTINATION | | PREPAID | | MUL-MUL | |
| LINE | QUANTITY | UOP | VENDOR ITEM NO. | | UNIT PRICE | AMOUNT | |
| | DELIVERY DATE | CAT.NO. | ITEM NUMBER | | | | |
| BLANKET OPEN-END STATEWIDE CONTRACT | | | | | | | |
| THIS BLANKET OPEN-END STATEWIDE CONTRACT IS TO SUPPLY PAINT AND ASSOCIATED PRODUCTS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. | | | | | | | |
| THIS AWARD IS PER THE FOLLOWING: REQUEST FOR QUOTATION DATED 11/20/2009 AND ALL SPECIFICATIONS AND ADDENDA THERETO. VENDOR'S BID DATED 12/15/2009 | | | | | | | |
| CONTRACT COORDINATOR CRAIG MACKAY 450 2ND ST #3 SAINT ALBANS, WV 25177 PHONE: 800-723-8766 X 3161 FAX: 304-727-3981 EMAIL: CRAIG.MACKAY@SHERWIN.COM | | | | | | | |
| 0001 | 01/15/2010 | PG | 145-45-01-001 | | .00000 | | |

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

JAN 13 2010

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 1/11/10

OPEN END

TOTAL

APPROVED FOR
 ONE FISCAL YEAR
Craig Mackay

BY *JO ANN ADKINS* 304-558-8802

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE

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 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).



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VENDOR

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

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| SHIP VIA | | F.O.B. | | FREIGHT TERMS | | ACCOUNT NUMBER | |
| BEST WAY | | DESTINATION | | PREPAID | | MUL-MUL | |
| LINE | QUANTITY | UOP | VENDOR ITEM NO. | | UNIT PRICE | AMOUNT | |
| | DELIVERY DATE | CAT. NO. | ITEM NUMBER | | | | |
| | BLANKET CONTRACT FOR PAINT & SUPPLIES | | | | | | |
| | EXHIBIT 3 | | | | | | |
| | LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JANUARY 15, 2010 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. | | | | | | |
| | UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. | | | | | | |
| | RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. | | | | | | |
| IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/> | | | | | | TOTAL | |

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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| | DELIVERY DATE | CAT. NO. | ITEM NUMBER | | | | |
| <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> <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</p> | | | | | | | |
| | | | | | | TOTAL | |

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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| | DELIVERY DATE | CAT.NO. | ITEM NUMBER | | | | |
| | <p>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>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/></p> | | | | | | TOTAL | |

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

PAINT10 Contract Spreadsheet

Sherwin Williams Company

C - Contractor P - Professional B - Best

SECTION I - LAYTEX PAINT INTERIOR

| LINE ITEM | CODE | DESCRIPTION | PER 1 GALLON | | PER 5 GALLON | |
|-----------|------|---|---------------|--|---------------|--|
| | | | PRICE (1 Gal) | | PRICE (5 Gal) | |
| 1 | C | Contractor Grade Interior Flat Laytex Minimum Volume Solids 32% Light and Pastel Colors Only Contractor Grade | \$ 7.45 | | \$ 36.00 | |
| 2 | C | Interior Semi Gloss Latex Minimum Volume Solids 32% Light and Pastel Colors Only Professional Grade | \$ 10.12 | | \$ 49.35 | |
| 3 | P | Interior Latex Flat Minimum Volume Solids 36% All Colors Available | \$ 8.09 | | \$ 38.95 | |
| 4 | P | Interior Latex Eggshell Finish Min. Volume Solids 36% All Colors Available | \$ 8.78 | | \$ 40.95 | |
| 5 | P | Interior Latex Satin Min. Volume Solids 36% All Colors Available | \$ 8.99 | | \$ 41.65 | |
| 6 | P | Interior Latex Semi-Gloss Min. Volume Solids 36% All Colors Available | \$ 9.11 | | \$ 42.55 | |
| 7 | B | Premium Grade Interior Latex Flat Min. Volume Solids 42% All Colors Available | \$ 9.43 | | \$ 44.90 | |
| 8 | B | Premium Grade Interior Satin Finish Min. Volume Solids 42% All Colors Available | \$ 11.34 | | \$ 55.45 | |
| 9 | B | Premium Grade Interior Semi-Gloss Min. Volume Solids 42% All Colors Available | \$ 12.98 | | \$ 63.65 | |
| 10 | B | Interior Flat Low Oder, No VOC. Min. Volume Solids 41% All Colors Available | \$ 11.67 | | \$ 57.10 | |

PAINT10 Contract Spreadsheet

SECTION I - LAYTEX PAINT INTERIOR cont'd

| LINE ITEM | CODE | DESCRIPTION | PER 1 GALLON | | PER 5 GALLON | |
|-----------|------|---|--------------|---------------|--------------|---------------|
| | | | QTY (1 Gal) | PRICE (1 Gal) | QTY (5 Gal) | PRICE (5 Gal) |
| 11 | B | Premium Grade Harmony Egg Shell Interior Eggshell Finish Low Oder No VOC Min. Volume Solids 41% All Colors Available | | \$ 12.98 | | \$ 62.65 |
| 12 | B | Premium Grade Harmony semi gloss Interior Semi-Gloss Low Oder No VOC Min. Volume Solids 41% All Colors Available | | \$ 12.98 | | \$ 63.65 |
| 13 | C | Contractor Grade Prep Rite Pro Mar 200 Interior Primer Latex Min. Volume Solids 29% | | \$ 6.89 | | \$ 33.20 |
| 14 | P | Professional Grade Prep Rite Pro Block J/E Ix Interior/Exterior Latex Stain Block Primer Min. Volume Solids 36% | | \$ 10.34 | | \$ 50.45 |
| 15 | P | Professional Grade Prep Rite QA Int/Ext Alkyd Stain Block Primer Min. Volume Solids 57% | | \$ 10.54 | | \$ 51.45 |

SECTION II - PAINT EXTERIOR

| LINE ITEM | CODE | DESCRIPTION | PER 1 GALLON | | PER 5 GALLON | |
|-----------|------|---|--------------|---------------|--------------|---------------|
| | | | QTY (1 Gal) | PRICE (1 Gal) | QTY (5 Gal) | PRICE (5 Gal) |
| 16 | P | Professional Grade A 100 Exterior Latex Flat Min. Volume Solids 34% All Colors Available | | \$ 11.11 | | \$ 54.30 |
| 17 | P | Professional Grade A-100 Exterior Latex Satin Min. Volume Solids 34% All Colors Available | | \$ 11.65 | | \$ 56.95 |
| 18 | P | Professional Grade A-100 Exterior Latex Gloss Min. Volume Solids 34% All Colors Available | | \$ 11.98 | | \$ 57.65 |
| 19 | B | Premium Grade Super Paint Ext Exterior Latex Flat Min. Volume Solids 36% All Colors Available | | \$ 10.99 | | \$ 53.70 |
| 20 | B | Premium Grade Super Paint Ext Exterior Latex Satin Min. Volume Solids 36% All Colors Available | | \$ 12.55 | | \$ 61.50 |
| 21 | B | Premium Grade Super Paint Ext Exterior Latex Gloss Min. Volume Solids 35% All Colors Available | | \$ 12.87 | | \$ 63.10 |

SECTION II - EXTERIOR PAINT cont'd

PAINT10 Contract Spreadsheet

| LINE ITEM | CODE | DESCRIPTION | PER 1 GALLON | | | PER 5 GALLON | | |
|-----------|------|---|--------------|-------------|-------------|--------------|-------------|-------------|
| | | | QTY (Gal) | PRICE (Gal) | TOTAL (Gal) | QTY (Gal) | PRICE (Gal) | TOTAL (Gal) |
| 22 | B | Premium Industrial Pro Ind. Dtm Direct to Metal Latex Acrylic Satin/SemiGloss Int/Ext. Min. Volume Solids 38% All Colors Available | | \$ 13.55 | | | \$ 66.50 | |
| 23 | B | Premium Industrial Int/Ext Industrial Oil Base Enamel Gloss Min. Volume Solids 43% All Colors Available | | \$ 12.51 | | | | |
| 24 | B | Premium Industrial KRM Bona nnn Primer Industrial Universal !! Rust Inhibitive Primer Min. Volume Solids 53% | | \$ 16.55 | | | \$ 79.90 | |
| 25 | B | Premium Industrial Interior/Exterior Floor Enamel Gloss Oil Base Min. Volume Solids 45% All Colors Available | | \$ 12.51 | | | | |
| 26 | B | Premium Industrial Traffic Marking Paint Oil Base Quick Dry Min. Volume Solids 47% White or Yellow | | \$ 10.55 | | | \$ 49.95 | |
| 27 | B | Premium Industrial Latex Zone Marking Traffic Marking Paint Acrylic Latex Quick Dry Min. Volume Solids 50% White or Yellow | | \$ 8.78 | | | \$ 39.90 | |
| 28 | B | Premium Industrial Latex Zone Marking Traffic Marking Paint Latex Quick Dry Min. Volume Solids 52% | | \$ 11.40 | | | \$ 55.00 | |
| 29 | P | Colors Red, Blue, Black Professional Grade Deck Slapes Exterior Stain Solid Color Oil Min. Volume Solids 58% | | \$ 12.39 | | | \$ 59.75 | |
| 30 | P | Professional Grade Exterior Stain Semi-Transparent Oil Min. Volume Solids 14% | | \$ 9.76 | | | \$ 45.65 | |
| 31 | P | Professional Grade Exterior Stain Solid Color Latex Acrylic Min. Volume Solids 33% | | \$ 10.04 | | | \$ 46.75 | |
| 32 | P | Professional Grade Exterior Clear Oil Base Sealer Min. Volume Solids 29% | | \$ 10.04 | | | \$ 48.95 | |
| 33 | P | Professional Grade Int/Ext Gloss Varnish Oil Base Min. Volume Solids 45% | | \$ 27.50 | | | | |

PAINT10 Contract Spreadsheet

SECTION II - EXTERIOR PAINT cont'd

| LINE ITEM | CODE | DESCRIPTION | PER 1 GALLON | | PER 5 GALLON | |
|-----------|------|--|--------------|-------------|--------------|-------------|
| | | | QTY (Gal) | PRICE (Gal) | QTY (Gal) | PRICE (Gal) |
| 34 | P | Professional Grade Int/Ext Satin Varnish Oil Base Minwax Min. Volume Solids 44% | | \$ 27.50 | | |
| 35 | P | Professional Grade Interior Water Base Polyurethane Gloss Min. Volume Solids 26% | | \$ 19.50 | | |
| 36 | P | Professional Grade Interior Water Base Polyurethane Satin Min. Volume Solids 26% | | \$ 19.50 | | |
| 37 | P | Lacquer Thinner Sherwin Williams | | \$ 8.29 | | \$ 40.20 |

TOTAL PAINT

C - Contractor P - Professional B - Best

SECTION III - PAINT TOOLS

| Item | Quality | Description | Est. Qty | Unit Price | Total |
|------|---------|--|----------|------------|-------|
| 1 | C | 1" Width flat chip brush. Ideal for one time jobs. Width 1" Length 1 1/2" Thk. 3/8" Mfg PPR CHIP | | \$ 0.23 | \$ - |
| 2 | C | 2" Width Flat Chip Brush. Ideal for one time jobs. Width. 2" Length 1 1/2" Thk. 3/8" Mfg. PPR CHIP | | \$ 0.35 | |
| 3 | C | 3" Width Flat Chip Brush. Ideal for one time jobs. Width. 3" Length. 1 1/2" Thk. 3/8" Mfg. PPR CHIP | | \$ 0.68 | |
| 4 | C | 4" Width Flat Chip Brush. Ideal for one time jobs. Width 4" Length 2" Thk. 5/8" Mfg. PPR CHIP | | \$ 0.90 | |
| 5 | P | 1" All Purpose Polyester/Varnish Flat Brush. Width. 1" Length. 2 1/4" Thk. 3/8". Mfg. Wooster #3286-1 B/L weekender | | \$ 0.71 | |
| 6 | P | 1 1/2" All Purpose Polyester/Varnish Flat Brush. Width. 1 1/2" Length. 2 1/4" Thk. 7/16". Mfg. Wooster #3286-1.5 B/L weekender | | \$ 1.03 | |
| 7 | P | 2" All Purpose Polyester/Varnish Flat Brush. Width. 2" Length. 2 1/4" Thk. 7/16" Mfg. Wooster #3286-2 B/L weekender | | \$ 1.31 | |
| 8 | P | 3" All Purpose Polyester/Varnish Flat Brush. Width. 3" Length. 2 3/4" Thk. 1/2". Mfg. Wooster #3286-3 B/L weekender | | \$ 1.97 | |
| 9 | P | 4" All Purpose Polyester/Varnish Flat Brush. Width. 4" Length. 2 3/4" Thk. 1 1/16". Mfg. Wooster #3286-4 B/L weekender | | \$ 2.83 | |
| 10 | 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 Contractor series Nylon poly | | \$ 5.61 | |
| 11 | B | 2" Nylon/Polyester Angle Sash Brush. Professional Quality Wooden Handle. Width 2" Length. 2 5/8" Thk. 9/16". Mfg. Wooster #3251-2 Contractor series Nylon poly | | \$ 5.98 | |
| 12 | 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 Contractor series Nylon poly | | \$ 7.39 | |

PAINT10 Contract Spreadsheet

C - Contractor P - Professional B - Best

SECTION III - PAINT TOOLS cont'd

| Item | Quality | Description | Est. Qty | Unit Price | Total |
|------|---------|---|----------|------------|-------|
| 13 | B | 3" Nylon/Polyester Angle Sash Brush. Professional Quality Wooden Handle. Width. 3 1/8"Thk. 11/16". Mfg. Wooster #3251-3 Contractor series Nylon poly | | \$ 9.14 | |
| 14 | B | 3/8" Nap 9" Width All Purpose Roller Covers. Recommended Smooth Surface. Drywall, Plaster. Mfg. Bestt Liebco B/L contractor ser | | \$ 1.94 | |
| 15 | B | 3/8" Nap 9" Width Pro Woven Roller Covers. Shed Resistant. Lint Free Fabric For All Paints Mfg. Wooster #HR551-4 | | \$ 2.19 | |
| 16 | B | 3/8" Nap 4" Width Pro Woven Roller Covers. Shed Resistant, Lint Free Fabric For all Paints. Mfg. Wooster # HR551-4 B/L contractor ser | | \$ 1.21 | |
| 17 | B | 1/2" Nap 4" Width Pro Woven Roller Covers. Shed Resistant, Lint Free Fabric for all Paints. Mfg. Wooster # HR555-4 B/L contractor ser | | \$ 1.32 | |
| 18 | P | 9" Professional Roller Frame Heavy Duty. Mfg. Wooster # R027 S/W | | \$ 3.31 | |
| 19 | P | 4" Professional Roller Frame Heavy Duty. Mfg. Wooster # HR559 S/W HD | | \$ 1.54 | |
| 20 | C | 9" Premium Roller Frame Lightweight Mfg. Wooster #HR559 | | \$ 1.85 | |
| 21 | P | Plastic Roller Tray For 9" Roller Covers. Mfg. Z-PRO | | \$ 1.07 | |
| 22 | B | Heavy Duty Plastic Roller Tray For 9" Roller Covers, W/Ladder Hooks. Mfg. Wooster # R404 | | \$ 1.93 | |
| 23 | C | 48" Wood Extension nPole W/Metal Threads Mfg. Bestt Liebco | | \$ 1.53 | |
| 24 | C | 9"x12' 2 Mil Plastic Drop Cloths. Mfg. Z-PRO | | \$ 1.60 | |
| 25 | P | 3/4" x 180' 3M General Purpose Masking Tape. Mfg. 3M-2020 | | \$ 1.17 | |
| 26 | P | 1" x 180' 3M General Purpose Masking Tape. Mfg. 3M-2020 | | \$ 1.15 | |
| 27 | P | 2" x 180' 3M General Purpose Masking Tape. Mfg. 3M-2020 | | \$ 2.33 | |
| 28 | B | 1' x 180' 3M Blue Long Painters Masking Tape. Mfg. 3M-2090 | | \$ 2.88 | |
| 29 | B | 1 1/2" x 180' 3M Blue Long Painters Masking Tape. Mfg. 3M-2090 | | \$ 4.59 | |
| 30 | B | Onetime Lightweight Spackling Paste. 1Quart Size. Mfg. Red Devil | | \$ 3.81 | |
| 31 | C | PPG Brand Top Gun 100% Acrylic Latex Caulk Paintable. Int/Ext Use. White Only. 10.3 oz Mfg. PPG | | \$ 1.21 | |
| 32 | P | PPG Brand Top Gun Siliconized Acrylic Caulk Paintable. Excellent Adhesion, Durability, Int/Ext Use. Colors. 10.3 oz Mfg. PPG | | \$ 1.06 | |
| 33 | B | 100% Silicone Plus Caulk. Int/Ext White. Recommended Not Paintable 10.1 oz. Mfg. Dap | | \$ 3.97 | |
| 34 | B | 100% Silicone Plus Caulk. Int/Ext Clear. Recommended Not Paintable. 10.1 oz Mfg. Dap | | \$ 3.25 | |
| 35 | P | General Purpose Paint Thinner 100% Mineral Spirits. 1 gallon container | | \$ 4.75 | |
| 36 | P | PPG Pittbull Rust Inhibitive Fast Dry Spray Paint 12 oz. All colors | | \$ 1.71 | |
| 37 | B | PPG Graffiti and Over Spray Remover. Removes Graffiti From Aerosol Spray Paint. Inc, Felt Marker, Will Not Harm Clear Coat Surface on Cars. Will Not Harm Plexi-glass, Polycarbonates. Biodegradable Liquid | | \$ 18.90 | |

PAINT10 Contract Spreadsheet

C - Contractor P - Professional B - Best

SECTION III - PAINT TOOLS cont'd

| | | | | | |
|----|---|---|----|-------|--|
| 38 | 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 | \$ | 19.90 | |
| 39 | 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. | \$ | 33.21 | |
| 40 | B | BioWash Waste Paint Hardener/Powder Form. Quickly Hardens Latex Paint for Legal Disposal. Environmentally Safe. Hardens 2/3 of a gallon per bag. | \$ | 1.85 | |
| 41 | B | Lacquer Thinner | \$ | 8.29 | |
| 42 | B | Inverted Highway Yellow all traffic colors. | \$ | 3.99 | |
| 43 | C | 3/8" General Purpose Roller Covers-Best Liebco | \$ | 0.74 | |
| 44 | C | 1/2" General Purpose Roller Cover-Best Liebco | \$ | 0.83 | |
| 45 | C | 3/4" General Purpose Roller Covers-Best Liebco | \$ | 0.90 | |
| 46 | B | 5Gal Bucket Grids-Best Liebco | \$ | 1.37 | |
| 47 | B | 3/16" - 9" Roller Cover Woven. Wooster # HR552-9 | \$ | 0.97 | |
| 48 | B | 3/16" - 4" Roller Cover Woven Wooster # HR552-4 | \$ | 0.84 | |
| 49 | B | 2 1/2" Paint scraper- Warner #90189 | \$ | 7.71 | |
| 50 | B | 5 in 1 Glazier Knife- Warner# 90189 | \$ | 2.78 | |
| 51 | B | Jumbo Koter 4.5 spr twst 2 pack wooster # RR306 | \$ | 3.28 | |
| 52 | B | 14" Jumbo-Koter Frame- Wooster # RR041 | \$ | 3.21 | |
| 53 | B | Jumbo-Koter 6.5 Spr TWST 2 Pack Wooster# RR306 | \$ | 3.83 | |
| 54 | B | 4 X 15 PM Canvas Drop Cloth 10-11 oz | \$ | 8.99 | |
| 55 | B | 9 X 12 PM Canvas Drop Cloth 10-11 oz | \$ | 14.76 | |
| 56 | B | 3/4" - 9" Roller Cover Woven. Mfg. Wooster # HR556-9" | \$ | 2.35 | |
| 57 | B | 3/4" - 4" Roller Cover Woven. Mfg. Wooster # HR556- 4" | \$ | 1.79 | |

| STORE# | email | StoreName | CITY | ADDRESS |
|--------|--|----------------------|--------------|-----------------------------|
| 5249 | sw5249@sherwin.com | Charles Town | Charles Town | 182 Flowing Springs Rd |
| 5559 | sw5559@sherwin.com | Martinsburg | Martinsburg | 1290 Edwin Miller Blvd |
| 1004 | sw1004@sherwin.com | Morgantown | Morgantown | 289 Don Knotts Blvd |
| 1074 | sw1074@sherwin.com | Elkins | Elkins | 1513 Harrison Ave |
| 1075 | sw1075@sherwin.com | St Albans | St Albans | 1721 Maccorkie Ave |
| 1216 | sw1216@sherwin.com | Beckley | Beckley | 25 By-Pass Plaza |
| 1226 | sw1226@sherwin.com | Bridgeport | Bridgeport | 1208 W Main St |
| 1240 | sw1240@sherwin.com | Fairmont | White Hall | 63 Spencer Dr. |
| 1254 | sw1254@sherwin.com | Parkersburg | Parkersburg | 136 Park Center Drive |
| 1380 | sw1380@sherwin.com | Ronceverte-Lewisburg | Ronceverte | 12 Red Oaks Shopping Center |
| 1907 | sw1907@sherwin.com | Hurricane | Hurricane | 3784 Teays Valley Road |
| 1911 | sw1911@sherwin.com | Charleston | Charleston | 217 Randolph St |
| 1927 | sw1927@sherwin.com | Huntington | Huntington | 2463 3rd Ave |
| 5063 | sw5063@sherwin.com | Bluefield | Bluefield | 3104 E Cumberland Rd |
| 5325 | sw5325@sherwin.com | Martinsburg F/C | Martinsburg | 518 Hedrick Ave |
| 1145 | sw1145@sherwin.com | Wheeling | Wheeling | 4Elm Grove Crossing #B |
| 1185 | sw1185@sherwin.com | Weirton | Weirton | 3125 Main Street |
| DO | john.leob@sherwin.com | District Office | St Albans | 450 2nd Street |
| DO | charlston.district@sherwin.com | District Office | St Albans | 450 2nd Street |
| DO | Craig.mackay@sherwin.com | District Office | St Albans | 450 2nd Street |

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.

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.

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



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

Purchase Order

PURCHASE ORDER NO.:
 PAINT10

PAGE:

BLANKET RELEASE:
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER:

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

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 | TERMS OF SALE | FEIN/SSN | FUND |
| 01/11/2010 | NET 30 | 340526850 | |
| SHIP VIA | F.O.B. | FREIGHT TERMS | ACCOUNT NUMBER |

| | | | |
|----------|-------------|---------|-----------|
| BEST WAY | DESTINATION | PREPAID | MUL - MUL |
|----------|-------------|---------|-----------|

| LINE | QUANTITY | UOP | VENDOR ITEM NO. | UNIT PRICE | AMOUNT |
|------------------------------------|---------------|-------------|---------------------------|------------|---------|
| | DELIVERY DATE | CAT. NO. | ITEM NUMBER | | |
| RECEIPT TICKET FOR PURCHASE ORDER: | | | | | PAINT10 |
| LINE | CATNO | ITEM NUMBER | DESCRIPTION | QTY | DATE |
| 0001 | 145-45-01-001 | | BLANKET CONTRACT FOR PAIN | | |
| | | SIGNATURE | DATE | | |

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE