



**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://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.
15. **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>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**RENEWAL OF PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
INDUSTRIAL SUPPLIES & EQUIPMENT, JANITORIAL SUPPLIES & EQUIPMENT,  
LAMPS AND LIGHT FIXTURES  
MASTER PRICE AGREEMENT  
WSCA ITB# WSCA 7066, "PRICE AGREEMENT"**

**Government Entity: State of West Virginia**

**Subject: WSCA 7066 Master Price Agreement Renewal and proposed renewal of the State's contract WSCA 7066 Price Agreement with Grainger.**

1. Subject: The WSCA 7066 Master Price Agreement, between Grainger and the State of Nevada has been renewed. The WSCA 7066 Master Price Agreement allows Participating States to renew their WSCA 7066 Price Agreement with Grainger upon mutual agreement.
2. Changes: The WSCA 7066 Master Price Agreement renewal is effective December 1<sup>st</sup>, 2009 through November 30<sup>th</sup>, 2010. No other terms and conditions have been amended or added as a result of the renewal.
3. By signing below, the State of West Virginia agrees to renew its WSCA 7066 Price Agreement with Grainger for the term of December 1<sup>st</sup>, 2009 through November 30<sup>th</sup>, 2010. Upon renewal by the State, all other terms and conditions of the current WSCA 7066 Agreement, between the State and Grainger will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Renewal of Participating Addendum as of the date of execution by both parties below.

Government Entity: State of West Virginia

Contractor: Grainger Industrial Supply

By: 

By: \_\_\_\_\_

Name: DAVID TRENCHER

Name: Tom Massari

Title: DIRECTOR PURCHASING DIV

Title: Government Sales Manager

Date: 1/11/10

Date: \_\_\_\_\_

**GRAINGER®**

FOR THE ONES WHO GET IT DONE

Grainger Branch 120  
3000 7<sup>th</sup> Avenue West  
Charleston, WV 25312-1731  
Office 304.744.1383  
Fax 304.744.3159

November 12<sup>th</sup>, 2009

Hi Jo Ann,

Grainger is requesting an address change on the WSCA renewal to the following address:

Grainger  
3000 7<sup>th</sup> Avenue West  
Charleston, WV 25312-1731

Sincerely,



Joseph Gacek  
Government Account Manager, Grainger  
1.304.545.4505 (c)

RECEIVED  
2009 NOV 13 AM 10:18  
WV PURCHASING  
DIVISION



JOE MANCHIN III  
GOVERNOR

STATE OF WEST VIRGINIA  
**DEPARTMENT OF ADMINISTRATION**  
**PURCHASING DIVISION**  
2019 WASHINGTON STREET, EAST  
P.O. BOX 50130  
CHARLESTON, WEST VIRGINIA 25305-0130

ROBERT W. FERGUSON, JR.  
CABINET SECRETARY

DAVID TINCHER  
DIRECTOR

November 17, 2009

Joe Gacek  
W W Grainger Incorporated  
3000 7<sup>th</sup> Ave. W  
Charleston, WV 25312

Fax: 304-744-3195

Subject: PBKINDEQP

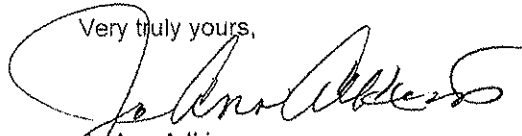
Dear Mr. Gacek:

The State of West Virginia is offering to renew subject contract under the same terms, conditions and pricing. The renewal dates are December 1, 2009 through November 30, 2010. If your company agrees to this renewal, please sign below and return the original to my attention as soon as possible.

Also attached is an **Affidavit** that is to be part of the purchase order and is required to be signed and dated.

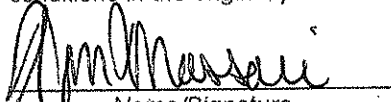
Please call if you have any questions.

Very truly yours,

  
Jo Ann Adkins  
Buyer Supervisor  
304/558-8802

Attachment

*We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.*

  
Name/Signature

11-20-09  
Date

Government Sales Manager  
Title

RECEIVED  
2009 NOV 24 PM 1:03  
WV PURCHASING  
DIVISION



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.  
**PBKINDEQPA**

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

\*709024005 06 703-980-3488  
 GRAINGER DIV W W GRAINGER INC  
 3000 7TH AVENUE WEST  
  
 CHARLESTON WV 25312

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/25/2010		NET 30		361150280			
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: PBKINDEQPA							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		445-00-99-000	TOOLS, ALL VARIETIES		_____	_____	
SIGNATURE _____					DATE _____		
						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