

SERIAL 03075 IGA

INDUSTRIAL SUPPLIES & EQUIPMENT,
AZ STATE CONTRACT EPS060050 AD020184

DATE OF LAST REVISION: December 04, 2008 CONTRACT END DATE: November 30, 2009

CONTRACT PERIOD **BEGINNING MAY 01, 2002**
 ENDING ~~NOVEMBER 30, 2003~~
 ~~NOVEMBER 30, 2004~~
 ~~NOVEMBER 30, 2005~~
 ~~NOVEMBER 30, 2006~~
 ~~NOVEMBER 30, 2007~~
 NOVEMBER 30, 2008 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **INDUSTRIAL SUPPLIES & EQUIPMENT,**
 AZ STATE CONTRACT EPS060050 AD020184

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Office Contract EPS060050 AD020184. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) NIGP 9364801.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

GRAINGER

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
INDUSTRIAL SUPPLIES & EQUIPMENT, JANITORIAL SUPPLIES & EQUIPMENT,
LAMPS AND LIGHT FIXTURES
MASTER PRICE AGREEMENT, DECEMBER 1, 2005 THRU NOVEMBER 30, 2007
WSCA IFB# WSCA 7066, "PRICE AGREEMENT"**

Government Entity: The State of Arizona

Contract: EPS060050

1. Scope: This contract is for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational public health institutions may participate at their discretion. In order to participate in this contract requirement, a university, political subdivision, or non-profit educational or public health institutions must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2642.
2. Changes: none
3. Primary Agreement Contact: Mary Hammer
EPS Purchasing Manager
State of Arizona, Enterprise Procurement Services Division
100 N 15th Avenue, Suite 104
Phoenix, AZ 85007
Phone: (602) 542-2091
Fax: (602) 542-5508
Email: mary.hammer@azdoa.gov
4. Agreement Implementation Contact: Same as Above
5. Agreement Implementation Strategy: Mary Hammer, State of Arizona Purchasing Manager and Tim Whalen, Grainger Government Sales Manager will work together to develop a mutually agreed upon Implementation Schedule, to ensure the contract is presented to each State Agency and as many political subs as possible.
6. Administrative Fee/Rebate: Acceptance ? Yes ___ No. Effective ^{July}~~June~~ 1, 2006

Grainger Industrial Supply agrees to offer a 0%-1% rebate as described below or another comparable arrangement to any Participating State requesting one in an executed Participating Addendum as part of WSCA Agreement 7066. Grainger Industrial Supply will negotiate in good faith to include these costs in subsequent discount and pricing levels during future contract negotiations.

- Rebate will be paid within 45 days after a calendar quarter based on total gross sales, less freight, taxes, returned products, and credits ("Net Sales").
- Grainger Industrial Supply will provide back up documentation to the Participating State to substantiate the rebate amount.

7. Price Agreement or Contract Number: All Purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include Price Agreement or Contract Number:

GRAINGER

This Addendum and Price Agreement or Contract Number together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement or Contract Number, together with its exhibits, shall not be added to or incorporated into this Addendum or Price Agreement/Contract Number and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement or Contract Number and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Government Entity EPS- State of Az
By: Mary Hammer
Name: Mary Hammer
Title: Purchasing Manager
Date: 6-20-06

Contractor: Grainger Industrial Supply
By: Tim Whalen
Name: Tim Whalen
Title: Government Sales Manager
Date: 5/18/2006



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

June 6th, 2007

Doug D'Alessio
Grainger Industrial Supply
3691 Industrial Blvd
West Sacramento, CA 95691

Dear Mr. D'Alessio,

This letter will serve to inform Grainger that WSCA contract number 7066, Multi-State Contract for Industrial Supplies & Equipment, Lighting Products, Janitorial Supplies and Equipment has been extended utilizing the first of three optional extension years.

The contract term will expire effective November 30th, 2008 upon which the second extension year will be taken under consideration. In an effort to further clarify the offering outlined in Grainger's ITB 7066 the contract includes the following offering.

All Products included Grainger Current General Catalog Offering
Overview of Project
All Products included on Grainger.com
Section 3.9.1
Section 3.11
All Products offered by Grainger Parts and Sourcing
Sections 3.10
Sections 8.1, 8.2
Exhibit B
All Safety and Security Products Related to Grainger Homeland Security Program
Overview of Project
Grainger Inventory Solutions
Section 4.1.8 of Technical Response
Sections 8.1,8.2
Grainger Consulting Solutions
Section 4.1.8 of Technical Response
Sections 8.1,8.2

Sincerely,

Gail Burchett, Purchasing Officer
Nevada State Purchasing

Please visit our website at <http://purchasing.state.nv.us>

Contract

Solicitation # EPS060050

Document Information

Type:	Supplier	Amendment:	Yes	Amend #:	3
Requisition #:	ADSM-6JNPKB	Solicitation #:	EPS060050	Contract #:	EPS060050-1-A3
PO Assigned:	LeAnn Wong/ADSM-5KAM9N	Date Completed:	11/01/2007		
PM Assigned:	Doug Milford/ADSM-5KAM9N	PA Assigned:	James Scarboro/ADSM-5KAM9N		
Supplier Name:	GRAINGER	Proposal #:	ADSM-6JNTKW		
Gov't Entity:	Arizona State Procurement Office	Type:	Statewide		
Process Status:	Complete	Status:	Complete		
Total/Not to Exceed	0	External Contract:			
Cost:					

Contract Information

NOTE: As a State Agency, you are only allowed to use contracts that are either Statewide Contracts or contracts that are assigned to your Agency. You are not allowed to use other Agency Contracts.

Start Date:	12/1/07	End Date:	11/30/08
Term:	1 Year(s)	FOB:	
Payment Terms:	Net 30	Delivery:	0A.R.O. Days
Contract Extension Allowed		Max Extension:	4 Year(s)

Amendment Information

Amendment#3

In accordance with MPA WSCA Contract #7066, this contract is extended for another year to November 30, 2008. The extension notice from Nevada State Purchasing to Grainger has been added to the attachments as "WSCA Grainger Contract Extension_1.pdf" file.

All other terms and conditions shall remain the same.

Amendment# 2

According to Uniform Term and Conditions clause 1.3 contract amendment this contract is extended for another year or until November 30, 2007.

All other terms and conditions shall remain the same.

Contract Reassignment

N/A

Contractor Amendment Approval

N/A

Solicitation Information

Title:	Industrial Supplies &Equipment	Type:	RFP
Description:	Industrial Supplies &Equipment, WSCA Contract # 14600. Created only to post contract.		

Contract

Solicitation # EPS060050

Special Instructions

Federal Immigration and Nationality Act

By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

IT 508 Compliance

Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. Any exceptions shall be declared in writing in the offer.

Offshore Performance of Work

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

Contract

Solicitation # EPS060050

Special Terms and Conditions

Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

IT 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Contract

Solicitation # EPS060050

Uniform Instructions

1 Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers, and any Solicitation Amendments or Contract Amendments and any terms applied by law.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State

1.5 Days

calendar days unless otherwise specified.

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation

1.7 Offer

bid, proposal or quotation.

1.8 Offeror

a vendor who responds to a Solicitation.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Solicitation

an Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').

1.11 Solicitation Amendment

a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

1.12 Subcontract

means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.13 State

the State of Arizona and Department or Agency of the State that executes the Contract.

2 Inquiries

Inquiries

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.3 Submission of Inquiries

The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

2.4 Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal Responses

An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the

solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Offer Conference

If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

2.8 Persons With Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 Offer Preparation

Offer Preparation

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers

Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicates otherwise.

3.2 Typed or Ink; Corrections

The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3 Evidence of Intent to be Bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions

All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected. [ALL]

ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

3.5 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 Solicitation Amendments

Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.8 Federal Excise Tax

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.9 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.10 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with

appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.11 Identification of Taxes in Offer

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.12 Disclosure

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.13 Solicitation Order of Precedence

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

- 3.13.1 Special Terms and Conditions;
- 3.13.2 Uniform Terms and Conditions;
- 3.1.3 Statement or Scope of Work;
- 3.13.4 Specifications;
- 3.13.5 Attachments;
- 3.13.6 Exhibits;
- 3.13.7 Special Instructions to Offerors;
- 3.13.8 Uniform Instructions to Offerors.3.13.9 Other documents referenced or included in the Solicitation.

3.14 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

4 Submission of Offer

Submission of Offer

4.1 Sealed Envelope or Package

Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

4.2 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3 Public Record

All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4.4 Non-collusion, Employment, and Services

By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5 Evaluation

Evaluation

- 1. Conformance to Terms & Conditions and to Scope of Work
- 2. Methodology
- 3. Key Personnel/Qualifications
- 4. Cost

5.1 Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes

Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification

An Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.5 Offer Acceptance Period

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred–twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred–twenty (120) days from the Best and Final Offer due date.

5.6 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;

5.6.2 Reject any and all Offers or portions thereof; or

5.6.3 Cancel the Solicitation.

6 Award

Award

6.1 Number or Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, 'all or none' Offers shall be rejected.

6.2 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date

The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

7.1 The name, address and telephone number of the protester;

7.2 The signature of the protester or its representative;

7.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.5 The form of relief requested.

8 Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

Contract

Solicitation # EPS060050

Uniform Terms and Conditions

1 Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 Attachment

any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State.

1.5 Days

calendar days unless otherwise specified

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 Gratuity

a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 Materials

all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Services

the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 Subcontract

any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 State

the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 State Fiscal Year

the period beginning with July 1 and ending June 30,

2 Contract Interpretation

Contract Interpretation

2.1 Arizona Law

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3 Statement or Scope of Work;

2.3.4 Specifications;

2.3.5 Attachments;

2.3.6 Exhibits;

2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract Administration and Operation

Contract Administration and Operation.

3.1 Records

Under A.R.S. § 35–214 and § 35–215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 99–4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35–214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ('Intellectual Property'), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s).

Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the Current State Fiscal Year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract Changes

Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.'

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41–621 and § 35–154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions–intervention–acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified–return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or

remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

Contract Termination

9.1 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

Contract
Solicitation # EPS060050

Offer

Tax Information

Arizona Transaction (Sales) Privilege Tax License No. N/A
Federal Employer Identification No. XXXXXXXXXX

Location Information

Supplier Number: 10180
Company Name: Tamara's Test
Address: 100 N. 15th Avenue
Suite 104
Phoenix, AZ 85007

Signature

Name: Tamara Mitchell Date: 12/1/05 14:42:39
Title: Administrative Assistant
Signature: _____

Status: Accepted

Certification

Acceptance

Award Date TBD

Contract

Solicitation # EPS060050

Line Items

LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Manufacturer	Pricing	Qty	%	Unit Price	Ext Price
1	0450-0008 0450-0008-9999	Bins, Cabinets, and Shelves, Metal (Not Office Type) Generic: Bins, Cabinets, and Shelves, Metal		FP	1		\$0.00	\$0.00



KENNY C. GUINN
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

JOHN P. COMEAUX
Director

GREG SMITH
Purchasing Administrator

November 18, 2005

Doug D'Alessio
Grainger Industrial Supply
3169 Industrial Blvd.
West Sacramento, CA 95691

Fax: (916) 471-0515

Dear Mr. D'Alessio:

Congratulations!! This letter is to notify you that the final contract for Bid No. 7066 for A Multi-state Contract for Industrial Supplies & Equipment, Lighting Products, Janitorial Supplies & Equipment has been awarded to Grainger Industrial Supply. The contract amount for the State of Nevada is \$10,906,602.00. This letter serves as formal notification that the ten- (10) day appeal period has commenced, effective the date of this letter. Pursuant to NRS §333.370, an original notice of appeal and associated security in the amount of \$2,726,651.00 must be received no later than November 28, 2005 at 5:00 p.m. pacific time at the Purchasing Division to appeal this decision. Additionally, copies must be filed within the same time constraints with the Hearings Division. The corresponding addresses are as follows:

Purchasing Division
515 East Musser St., Suite 300
Carson City, Nevada 89701

Hearings Division, Appeals Office
1050 East William Street, Suite. 450
Carson City, Nevada 89701

Any notice of appeal must be filed in strict accordance with NRS §333.370. The Purchasing Division and the Hearings Division may not render any advice with regard to the appeal process; vendors are advised to refer to the above referenced statute for further instructions on filing a notice of appeal.

On behalf of the State of Nevada, thank you for your interest in our project. Please call me at (775) 684-0172 if you have any questions.

Sincerely,


Gail Burchett, Purchasing Officer
Nevada State Purchasing

Approved 07/2003
Revised 10/2004

Please visit our website at <http://purchasing.state.nv.us>

November 10, 2005

State of Nevada
Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, Nevada 89701

Attn: Gail Burchett, Purchasing Officer

Re: WSCA Bid 7066 – Best and Final Offer

Dear Ms. Burchett,

On behalf of Grainger Industrial Supply, I would like to thank the Western States Contracting Alliance (WSCA) and the evaluation committee for the opportunity to provide Grainger's best and final offer for Bid 7066, a Multi-State Contract for Industrial Supplies & Equipment, Lighting Products, Janitorial Supplies and Equipment. Grainger would like to further extend an offer to clarify our proposal beyond the details included below, at WSCA's convenience.

As a result of the initial phase evaluation, WSCA has invited Grainger to improve our bid while specifically addressing the following:

- A best and final pricing schedule for market basket sections 1, 5, 7 and 12
- A more robust Balance of the Line Offering
- Revisit exceptions to the solicitation terms and conditions; specifically subsections 3.6, 3.8 and 8.8
- Identification of all Participating State assigned contacts, i.e., Sales Managers and Representatives including contact information for each
- Identification of a National Government Strategic Marketing Team

The attached Best and Final Offer addresses the points outlined above. I look forward to continued discussions regarding Grainger's comprehensive maintenance, repair and operating (MRO) supplies offering.

Sincerely,

Doug D'Alessio
Senior Government Sales Manager
WSCA Program Manager
Grainger Industrial Supply,
division of W.W. Grainger, Inc.
Ph: 916.503.0229
doug.d'alessio@grainger.com



WSCA Bid # 7066

Grainger’s Best and Final Offer

November 10, 2005

Best and Final Pricing Schedule for Market Basket Sections 1, 5, 7, and 12

Grainger is pleased to provide the enhanced pricing schedule set forth in the attached **Exhibit C**, “WSCA Grainger #7066 Market Basket.xls” as its best and final pricing offer. Grainger has been diligently working with its suppliers to provide better pricing for this opportunity. We are extremely satisfied with the results of this effort and trust that the WSCA committee will be as well.

Prior to the submittal of our response, Grainger conducted a review of actual items purchased by Participating States over the last two years; coupled with knowledge of WSCA contract purchasing patterns over the entire contract term. This review revealed high-usage items not included in the Market Basket for Bid 7066.

Grainger has priced the high-usage items mentioned above and attached the pricing herein as **Exhibit D**, “WSCA High Usage Items”. Highlighted in **Exhibit D** are 16 most commonly purchased items that through additional negotiations with our suppliers resulted in a significant savings to the WSCA organization based on prior year usage.

The table below summarizes Grainger’s Best and Final pricing offer and represents the pricing concessions that we are providing as a part of the revised ITB 7066 Market Basket.

Market Basket Section	Original Solicitation Price	Best and Final Negotiations Price	Dollar Difference	Percentage Difference
1	\$ 429,459.12	\$ 381,231.43	\$ 48,227.69	13%
5	\$ 2,182,851.38	\$ 2,107,305.99	\$ 76,536.55	4%
7	\$ 236,237.69	\$ 214,674.67	\$ 21,563.02	10%
12	\$ 663,261.03	\$ 614,413.29	\$ 48,847.74	8%
Totals	\$ 3,511,809.22	\$ 3,316,634.22	\$ 195,175.00	6%

A More Robust Balance of the Line Offering

Grainger’s discount structure, outlined in the original WSCA “Exhibit A Discount Structure”, is Grainger’s best primary pricing offering. This discount program applies to all of the products in the catalog, representing approximately 140,000 products and thousands of name brand manufacturers. Grainger is uniquely positioned to offer WSCA the broadest choice in industrial grade facilities maintenance products at competitive prices. When looking at Grainger’s pricing structure it is critical to understand that Grainger’s offering consists of high grade industrial products which allow our customers to safely perform their jobs.



Again, once Grainger received the invitation to provide a Best and Final Offer, Grainger began working to enhance its offering. Grainger is pleased to provide the discounts below as additional pricing concessions. (See original Exhibit A attached) The summary below outlines the significantly improved offering located in Exhibit A that will, based on historical usage, increase the overall value Grainger provides WSCA.

Manufacturer	Original Solicitation MSLP Discount by Manufacturer	Best and Final Negotiations MSLP Discount by Manufacturer
DeWalt	Up to 48% off DeWalt Current Industry Net Price Schedule	Up to 50% off DeWalt Current Industry Net Price Schedule
Stanley	Up to 52% off Stanley Manufacturer Current List Price	Up to 66% Off Stanley Manufacturer Current List Price
Advance Transformer - all Discounts apply from June 1, 2005 CATALOG 155CC		
Advance - Electronic	80% Off Manufacturer Current List Price	83.5% Off Manufacturer Current List Price
Advance - FLB	75% Off Manufacturer Current List Price	77.5% Off Manufacturer Current List Price
Advance - HID	75% Off Manufacturer Current List Price	77.5% Off Manufacturer Current List Price

Exceptions to Solicitation Terms and Conditions (3.6, 3.8 and 8.8)

Section 3.6 Prices for all items associated with this contract are to be FOB Destination anywhere within the participating WSCA states or geographic area offered.

and

Section 8.8 DELIVERY, INSPECTION, ACCEPTANCE, TITLE, RISK OF LOSS: Vendor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State.

After careful consideration and significant work, Grainger retracts our original objections and clarifications to Sections 3.6 and 8.8 as submitted in Grainger’s Bid 7066 Letter of Clarification and Grainger’s Bid 7066 Technical Response and agrees to implement a manual internal process to track accounting and tax ramifications for these free freight, delayed title transfer orders.

Additionally, Grainger offers the following for consideration relative to Grainger’s confidential and proprietary information.

Section 3.8

Page 7; Subsection 3.8. Under this offer, the following will apply to reports provided under the contract: “All reports and the information contained in the reports are considered confidential and proprietary. To the extent permitted by law, WSCA and Purchasing Entity Buyer’s agree that they will keep this information confidential and only use it for their own benefit, including this WSCA Contract Number 7066 To the extent permitted by law, WSCA or Purchasing Entity Buyers may share such confidential and proprietary information with third party consultants if such third parties agree to keep the information confidential and agree to not disclose it to any other third parties and agree to use it solely for the purpose of work on behalf of and for the benefit of WSCA or the Purchasing Entity Buyer engaging the consultant.



Identification of all Participating States Assigned Contacts

Experienced Grainger Government Account Managers are responsible for individual government customer locations. Grainger's government sales coverage model provides a comprehensive, unmatched customer service solution. Attached herein are examples of Grainger's complete coverage model representing Grainger's vast sales force. The comprehensive outline is detailed in the following Exhibits:

- Exhibit F** Grainger United States Government Customer Coverage Map
- Exhibit F-1** Grainger United States Government Customer Coverage Contact List
- Exhibit F-2** Grainger WSCA Contract Contact List

Identification of National Government Strategic Marketing Team

Grainger believes the dual concepts of strategic marketing and contract implementation are inextricably intertwined; the success of any long-term contract hinges on the understanding of mutual expectations and consistent implementation across all Participating State Agencies. Grainger's post-award approach, therefore, links two complementary strategies; Award Implementation and Marketing.

Implementation

Immediately upon award, Grainger will host conference calls inviting all WSCA Participating State representatives. The purpose of the call will be to highlight the features of the new contract. Grainger will immediately contact each designated WSCA Procurement Official to execute the WSCA Participating Addendum. Concurrently, Grainger's entire experienced WSCA sales, branch network and sales support force will be thoroughly educated on the specific contract terms.

Immediately following the execution of each Participating Addendum, all current 15,413 WSCA customers will be contacted to drive awareness of the new award. Promotion of WSCA to Grainger's government customer base will create additional brand awareness for the WSCA organization.

Upon award, Grainger's Sales and Implementation Team will assist in facilitating the new WSCA Industrial Supplies Contract. Grainger's vast experience with these customers will be an invaluable resource toward a successful and timely contract launch. Focusing Grainger's Sales and Implementation Team's considerable resources on the WSCA customer base will ensure speed-to-cost savings for Participating State Agencies utilizing scalable and repeatable processes. Grainger's Sales and Implementation team, in conjunction with Grainger WSCA-aligned Government Sales Managers, Government Account Managers, extensive Branch network, and WSCA members, will be responsible for executing a comprehensive implementation plan that meets and exceeds our mutual objectives.

Grainger has had success in the past utilizing on-site workshops to coordinate and begin to implement local contract goals and objectives.



Contract Implementation Workshop Meeting

1. Initial WSCA geographical customer workshops will occur in all participating states. Attached as **Exhibit E** is a list of host cities and proposed WSCA Customer Implementation Planning workshop dates.
2. Each workshop will include the State Aligned Government Sales Manager, Grainger Account Manager, local Grainger District Sales Manager, local Grainger Branch Contact, and local Grainger Branch Manager. This team will focus primarily on a specific WSCA customer's initial Implementation Strategy.
3. Each Regional Workshop will include WSCA customer-specific implementation plans spotlighting WSCA's largest customers; implementation plans will be tailored to specific customer needs. These planning sessions will include time lines; roles and responsibilities; and action steps to meet and exceed WSCA customer expectations.
4. Grainger's workshop strategies will assist states, cities, counties and educational organizations to consolidate spend within unique product lines. Grainger's complete and robust product offering can assist WSCA customers in reducing overall procurement process costs. The emphasis will be on unplanned, infrequently purchased product. Grainger's implementation plan includes engaging the highest level purchasing authority to re-emphasize the value of the WSCA contract.
5. Below is a template of a strategic WSCA Customer Planning Workshop:

Pre-work

- Review Scope of Work
- Document a preliminary implementation strategy
- Determine number of sites
- Identify internal resources
- Determine customer contacts
- Identify suppliers needed

Planning Session

- Confirm implementation strategy with planning team
- Develop implementation checklist including dates with customer and team
- Develop communication documents
- Align internal and external resources
- Develop site workshop agenda

Key Actions

- Conduct conference calls with the Grainger internal team
- Conduct conference calls with WSCA customer
- Conduct implementation workshop at customer sites
- Assign workshop objectives and timelines unique to that location
- Conduct site assessments
- Establish team barrier removal process
- Identify functional process
- Engage Grainger cross-referencing at customer sites, if necessary



- Reports built by Grainger cross-referencing of SKU level data
- Deliver data back to customer

Monitoring

- Implementation Project Manager and Government Sales Manager reviews
 - Measure compliance
 - Develop Standardization Strategy
 - Identify gaps / remove barriers
6. Upon selection, Grainger will utilize our award-winning eBusiness website to host important contract information specific to each individual Participating WSCA State's Homepage. This site will host state-specific WSCA contact information, benefits of the contract and discount structure. Grainger contact information will be provided with the ability to email your Grainger representative. The Homepage links each user directly to either their Participating State's internet site or WSCA website through hyperlink technology. Grainger invites WSCA to co-brand this material to further drive WSCA brand awareness at no cost to WSCA.
 7. Grainger has developed marketing materials designed to articulate complete contract details consistent with the appearance of each aforementioned Homepage. The marketing collateral is intended to be used as a tool for our sales team and WSCA customers to discuss the features and benefits of the Industrial Supplies Contract. Grainger invites WSCA to co-brand this material to further drive WSCA brand awareness at no cost to WSCA.

Marketing

Grainger's State and Local Government Marketing team is dedicated to promoting Grainger's value and capabilities to the Government market.

Grainger's Marketing team collaborates with other industry-leading organizations for the mutual benefit of both parties. Specifically, the WSCA organization will be one of the most valued strategic partners identified by the Marketing Team for future activities. Upon successful award of the contract, the Grainger Marketing team will work closely with WSCA to develop a strategic National marketing plan focused on promoting the value both organizations bring to our mutual Government customers.

Grainger has extensive experience in developing strategic marketing plans supporting other national organizations and contracts in the Government market. These include the Education and Institutional (E & I) contract, our Federal GSA contract and the United States Postal Service (USPS) Maintenance Repair and Operating supplies contract.

Several of the potential tactical elements that will be contained, post award, within the joint Marketing plan are listed below. Grainger has experience in all these areas.

Direct Marketing

The WSCA contract and related benefits can be promoted to all member states through Grainger's direct mail program. This program has been successfully utilized in the past, communicating the WSCA contract value to thousands of members each quarter. Together, we can build upon this success and drive contract awareness deeper into our customer/member base. In addition, this communication



program can be extended to include other topics of interest. Communications could include specific products, services, and solutions of interest to our target audience.

Web-Based Marketing

As mentioned above, Grainger’s world class website, www.grainger.com, is a proven, effective and efficient marketing tool. Grainger.com hosts our “Home Page” concept and related information. Each Home Page is unique to a specific contract or customer and is designed to drive awareness of a specific contract message. The Home Page can be customized and designed to meet specific communication needs. Again, this concept has been used in the past with WSCA and can be enhanced to the mutual benefit of both organizations.

Grainger’s email marketing has demonstrated significant success in alerting our customers instantly of contract updates, new product alerts, and other information of interest. This method of communication allows our customers to make more informed buying decisions quicker.

Grainger also develops and distributes electronic newsletters. These newsletters contain articles and other information of interest to customers. A WSCA-specific electronic newsletter will be developed to further promote the value of both organizations.

Trade Shows

Grainger participates in many national, regional, and local trade shows and similar events throughout the year supporting targeted organizations. Examples of these events include the National Association of State Procurement Officials, National Association of State Chief Administrators, National Association of State Facility Administrators, National Association of Education Buyers, National Association of College and University Business Officials, and Association of Higher Education Facilities Officers.

National and regional/local WSCA events will become part of the larger joint strategic plan.

Over the last seven years, Grainger’s dedicated government marketing team invested a significant amount of the marketing budget to support the cost of these efforts.

Grainger’s Government Marketing Team:

- | | |
|----------------------|--|
| Laura Brown | VP Marketing |
| Don Scheibenreif | Director of Government Marketing |
| Kristen Johnson-Holz | Director of Marketing Communications |
| Leann Griebner | Sales Service Manager |
| Mamie Andry | Government Customer Marketing Manager |
| Maria Keevins-Kogen | Integrated Planning Manager |
| Marty Johnson | Government Marketing Manager |
| Mary Beth Parker | Government Customer Marketing Manager |
| Jan Parks | Associate Government Marketing Manager |
| Rachael Cronin | Associate Government Marketing Manager |

Best and Final Offer ITB 7066 Exhibits

Best and Final Pricing Schedule for Market Basket	Exhibit C
WSCA High Use Items	Exhibit D
Identification of all Participating States Assigned Contacts	Exhibit F Exhibit F1 Exhibit F2



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
1) ADHESIVES, SEALANTS & TAPE											
1.01	ADHESIVE, CONSTRUCTION: 10.3 oz;	DAP 25098	25098	Adhesive,Construction	10.3 Oz	Per EA	5E089	5,082 EA	\$1.16	5,869.71	Exact Match
1.02	CAULK, INDOOR/OUTDOOR: 10.1 oz, clear;	GE Silicone	GE012A	Caulk,Indoor/Outdoor	10.1 Oz,Clear	Per EA	4UG98	3,820 EA	\$2.84	10,829.70	Exact Match
1.03	CAULK, PAINTER: acrylic latex, 10.1 oz., white;	Dap	18670	Caulk,Painters,10.1 Oz	Acrylic Latex,White	Per EA	5E079	5,030 EA	\$1.07	5,369.53	Exact Match
1.04	EPOXY: 25 ml container size;	Devcon	14250	Epoxy,25ml Tube	25 MI Container Size	Per EA	5A462	2,599 EA	\$2.25	5,856.41	Exact Match
1.05	SEALANT, LATEX 10.1 OZ: premium, white;	DAP	18275	Sealant,Latex,10.1 Oz	Premium,White	Per EA	5A468	2,872 EA	\$2.09	6,009.66	Exact Match
1.06	SEALANT, TAPE: ½ x 520 in;	Anti-seize	16035A	Sealant,Tape	1/2 X 520 In	Per EA	4X543	6,121 EA	\$0.90	5,508.90	Exact Match
1.07	SEALANT, TAPE: ½ x 260 in;	Anti-seize	16030A	Sealant,Tape	1/2 X 260 In	Per EA	4X227	4,394 EA	\$0.63	2,746.25	Exact Match
1.08	SEALANT, TAPE: pipe thread sealant, ½" x 520;	Anti-seize	46335A	Sealant,Tape	1/2 X 520 In	Per EA	4UK06	3,947 EA	\$1.64	6,463.21	Exact Match
1.09	SEALANT, TAPE: ¾ x 520 in;	Anti-seize	16050 A	Sealant,Tape	3/4 X 520 In	Per EA	5X584	2,720 EA	\$1.34	3,638.00	Exact Match
1.10	SILICONE, general purpose industrial sealant; 10.1 oz., clear,	GE Silicone	IS808	Silicone,10.1 Oz,Clear	General Purpose Industrial Sealant	Per EA	4UH07	3,286 EA	\$2.41	7,915.15	Exact Match
1.11	TAPE, BOX SEAL: 2 in. width, transparent, 55 yd length,	Tartan	305	Tape,2 In Width	Box Seal,Transparent,55 Yd Length	Per EA	6JT83	1,824 EA	\$0.80	1,454.34	Exact Match
1.12	TAPE, BOX SEAL: 2 in. width, transparent, 55 yd length;	Highland	371	Tape,2 In Width	Box Seal,Transparent,55 Yd Length	Per EA	2A659	16,313 EA	\$0.93	15,094.96	Exact Match
1.13	TAPE, BOX SEAL: 2 in. width, transparent, 55 yd length;	Scotch	375	Tape,2 In Width	Box Seal,Transparent,55 Yd Length	Per EA	2A660	7,316 EA	\$3.43	25,103.03	Exact Match
1.14	TAPE, BOX SEAL: 2 in. width, transparent, 110 yd length;	Highland	311	Tape,2 In Width	Box Seal,Transparent,110 Yd Length	Per EA	3KT45	5,269 EA	\$1.67	8,795.72	Exact Match
1.15	TAPE, DUCT, 2 in. width, silver, 60 yd length	Nashua	394	Tape,Duct,60 Yd	2 In Width,9 In Thickness,Silver Color	Per EA	6JD46	12,902 EA	\$2.48	32,048.57	Exact Match
1.16	TAPE, DUCT, 2 in. width, silver, 60 yd length, 49 oz/in adhesion;	Nashua	396	Tape,Duct,2 In Width	Silver,60 Yd Length,49 Oz/In Adhesion	Per EA	5AD15	7,155 EA	\$3.05	21,789.36	Exact Match
1.17	TAPE, DUCT, 2 in. width: silver, 60 yd length, 49 oz/in adhesion;	Nashua	398	Tape,Duct,2 In Width	Silver,60 Yd Length,49 Oz/In Adhesion	Per EA	2W504	14,777 EA	\$3.41	50,419.12	Exact Match
1.18	TAPE, ELECTRIC: black, 7-mil tape thickness, ¾ in. tape size x 66';	Scotchlock	Super 33+	Tape,Electric,Black	7 Mil Tape Thickness,3/4 In Tape Size	Per EA	2A225	27,276 EA	\$2.92	79,581.74	Exact Match
1.19	TAPE, ELECTRIC: black, 8.5-mil tape thickness, ¾ in. tape size x 66';	Scotch	88 (3/4" x 66")	Tape,Electric,Black	8.5 Mil Tape Thickness,3/4 In Tape Size	Per EA	2A227	5,140 EA	\$3.30	16,968.05	Exact Match
1.20	TAPE, MASKING: ¾ in. width, beige, 60 yd length;	Tartan	200	Tape,3/4 In Width	Masking,Beige,60 Yd Length	Per EA	1F155	3,211 EA	\$0.83	2,650.15	Exact Match
1.21	TAPE, MASKING: 1 in. width, beige, 60 yd length;	Tartan	200	Tape,1 In Width	Masking,Beige,60 Yd Length	Per EA	1F156	6,941 EA	\$1.07	7,394.48	Exact Match
1.22	TAPE, MASKING: 1 in. width, beige, 60 yd length;	Tartan	2214	Tape,1 In Width	Masking,Beige,60 Yd Length	Per EA	6JT23	3,543 EA	\$0.93	3,278.46	Exact Match
1.23	TAPE, MASKING: 1 in. width, blue, 60 yd length;	Scotch	2090	Tape,1 In Width	Masking,Blue,60 Yd Length	Per EA	1F160	3,663 EA	\$3.25	11,912.08	Exact Match
1.24	TAPE, MASKING: 2 in. width, beige, 60 yd length;	Tartan	200	Tape,2 In Width	Masking,Beige,60 Yd Length	Per EA	1F158	5,053 EA	\$2.15	10,860.58	Exact Match
1.25	TAPE, MASKING: 2 in. width, beige, 60 yd length;	Tartan	2214	Tape,2 In Width	Masking,Beige,60 Yd Length	Per EA	6JT24	4,443 EA	\$1.85	8,198.82	Exact Match
1.26	TAPE, MASKING: 2 in. width, blue, 60 yd length;	Scotch	2090	Tape,2 In Width	Masking,Blue,60 Yd Length	Per EA	1F161	4,253 EA	\$5.99	25,475.47	Exact Match
2) CLEANING & PAINTING											
2.1	BLEACH: ULTRA, 96 OZ, PK6;	Clorox	CL02490	Bleach,Ultra,96oz,Pk6	Ultra Bleach	Per Pkg	1VN32	5,118 Pkg	\$15.53	79,482.54	Exact Match
2.2	BOTTLE, SPRAY: plastic, 24 oz, with scale;	Tolco	130420	Bottle,Spray	Plastic,24 Oz,With Scale	Per EA	3U592	17,718 EA	\$0.51	9,022.55	Exact Match
2.3	BOTTLE, SPRAY: plastic, 32 oz, with scale;	Tolco	130430	Bottle,Spray	Plastic,32 Oz,With Scale	Per EA	3U593	9,978 EA	\$0.72	7,184.16	Exact Match
2.4	BROOM, ANGLE, PLASTIC: 7 ½ in trim length, synthetic fill;	Weiler	44305	Broom,Angle,Plastic	7 1/2 In Trim Length,Synthetic Fill	Per EA	3U801	2,767 EA	\$4.49	12,426.35	Exact Match
2.5	BRUSH, BOWL: 21in length, plastic fill;	Flopac	3633	Brush,Bowl	21 In Brush Length,Plastic Fill	Per EA	3U794	4,997 EA	\$2.00	9,994.00	Exact Match
2.6	BRUSH, BOWL: 12 in length, plastic handle;	Tolco	280300	Brush,Bowl	12 In Brush Length,Plastic Handle	Per EA	2U288	8,230 EA	\$0.54	4,431.54	Exact Match
2.7	CLEANER, 1QT: floral, blue, USDA C2, EPA registered;	Ball	45121	Cleaner,1 Qt	Floral,Blue,USDA C2,Epa Registered	Per EA	3U049	9,988 EA	\$2.04	20,416.65	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
2.8	CLEANER, 1 QT: 9.5 percentage hydrochloric, washroom; Ramsey, Tough Bowl or equal	Ramsey, Tough Bowl		Cleaner,1 Qt	9.5 Percentage Hydrochloric,Washroom	Per EA	5NF23	9,586 EA	\$2.15	20,629.07	Exact Match
2.9	CLEANER, ANYTIME, 1QT: 9.5 percentage hydrochloric bowl	Ball	45131	Cleaner,Anytime,1 Qt	9.5 Percentage Hydrochloric Bowl	Per EA	3U045	7,995 EA	\$1.91	15,308.07	Exact Match
2.10	CLEANER, CONTACT, 16 OZ: no ODP or CFC, no residue;	CRC	3130	Cleaner,Contact,11 Oz	Aerosol	Per EA	2C687	4,264 EA	\$7.27	31,017.87	Functional Match
2.11	CLEANER, GLASS, 1 QT: skylight RTU;	Ramsey, Skylight		Cleaner,Glass,1 Qt	Skylight Rtu	Per EA	5NF25	3,643 EA	\$1.86	6,771.12	Exact Match
2.12	CLEANER, GLASS, 20 OZ: utility cleaner, aerosol;	Ball, Sun-up		Cleaner,Glass,20 Oz	Utility Cleaner,Aerosol	Per EA	3U044	8,405 EA	\$1.54	12,954.91	Exact Match
2.13	CLEANER/DEGREASER, 1Gallon: simple green, non-toxic, 1:10 to 1:30;	Simple Green	13005	Cleaner/Degreaser,1 G	Simple Green,Non Toxic,1:10 To 1:30	Per Gal	3U499	3,069 Gal	\$12.98	39,848.29	Exact Match
2.14	CUT END MOP HEAD, #20: 4 ply cotton mop, 1 in headband size	ABCO, CM	20020	Cut End Mop Head,#20	4 Ply Cotton Mop,1 In Headband Size	Per EA	5W641	6,673 EA	\$2.08	13,879.84	Exact Match
2.15	CUT END MOP HEAD, #24: 4 ply cotton mop, natural;	ABCO, CM	20024	Cut End Mop Head,#24	4 Ply Cotton Mop,Natural	Per EA	5W642	22,289 EA	\$2.05	45,581.01	Exact Match
2.16	DISINFECTANT, 1 Gallon: pine concentration 1:64;	Ball, Pine	64	Disinfectant,1 G	Pine Concentration 1:64	Per Gal	2U154	7,394 Gal	\$7.41	54,794.47	Exact Match
2.17	DISINFECTANT, 1 Gallon: lemon concentration 1:64;	Ball, Lemon	64	Disinfectant,1 G	Lemon Concentration 1:64	Per Gal	2U151	5,682 Gal	\$7.98	45,334.78	Exact Match
2.18	DISINFECTANT, 20 OZ: ruthless, germicidal, foaming;	Ball, Ruthless		Disinfectant,20 Oz	Ruthless,Germicidal,Foaming	Per EA	3U022	13,948 EA	\$1.66	23,172.28	Exact Match
2.19	DISINFECTANT, 20 OZ: phenolic, aerosol can, no CFC;	Ball, Ball Phene		Disinfectant,20 Oz	Phenolic,Aerosol Can,No Cfc	Per EA	3U037	7,003 EA	\$2.04	14,314.13	Exact Match
2.20	DRY AIR FRESHENER: 20 oz, floral fragrance;	Ball, New Blossom		Dry Air Freshener	20 Oz,Floral Fragrance	Per EA	5MP26	3,635 EA	\$1.86	6,756.25	Exact Match
2.21	DUST PAN: 12 in, one piece, molded plastic;	Rubbermaid	2005	Dust Pan	12 In,One Piece,Molded Plastic	Per EA	5W636	5,090 EA	\$2.15	10,921.69	Exact Match
2.22	DUST PAN, UPRIGHT: plastic, with handle, swivel bracket;	Rubbermaid	2531	Dust Pan,Upright	Plastic,With Handle,Swivel Bracket	Per EA	4YJ48	2,924 EA	\$10.54	30,827.31	Exact Match
2.23	FLOOR FINISH. 1Gallon: 175-2000 RPM required speed;	Ball, Perflexion		Floor Finish,1 G	175-2000 RPM Required Speed	Per Gal	2U050	2,570 Gal	\$12.35	31,743.17	Exact Match
2.24	GUM REMOVER, 12OZ: aerosol, no CFC;	Ball, Bubble Buster		Gum Remover,12 Oz	Aerosol,No Cfc	Per EA	3U024	5,936 EA	\$1.44	8,563.67	Exact Match
2.25	HANDLE, BROOM: 5 ft length, 1 1/8 in dia;	Weiler	44020	Handle,Broom	5 Ft Length,1 1/8 In Dia	Per EA	3A326	8,929 EA	\$2.59	23,169.02	Exact Match
2.26	HANDLE, DUST MOP: 60 in size;	ABCO	BH 31000	Handle,Dust Mop	60 In Size	Per EA	4W320	2,519 EA	\$4.55	11,472.25	Exact Match
2.27	HANDLE, HARDWOOD: 5 ft length, 15/16 in dia;	Weiler	44018	Handle,Hardwood	5 Ft Length,15/16 In Dia	Per EA	1A839	8,768 EA	\$2.11	18,492.51	Exact Match
2.28	HANDLE, HARDWOOD: 5 ft long, 15/16 in. dia;	Weiler	44300	Handle,Hardwood	5 Feet Long,15/16 In. Dia	Per EA	3H384	8,558 EA	\$2.51	21,517.26	Exact Match
2.29	ICE MELTER, 50LB: granulated compound, contains CMA;	Premiere	CPM050P	Ice Melter,50 Lb	Granulated Compound,Contains Cma	Per	4W973	7,457	\$16.99	126,694.43	Exact Match
2.30	LINER, 23.5X29 IN, PK50: 11-13 Gallon capacity, 0.750 MILS gauge;	Rol-out	5WG04	Liner,23.5x29in,Pk50	11-13 G Capacity,0.75 Mils Gauge	Per Pkg	5WG04	7,385 Pkg	\$3.34	24,665.90	Exact Match
2.31	LINER, 24X40 IN, PK25: 15-18 Gallon capacity, 0.790 MILS gauge	Rol-out	5WG05	Liner,24x40in,Pk25	15-18 G Capacity,0.79 Mils Gauge	Per Pkg	5WG05	842 Pkg	\$2.55	2,148.30	Exact Match
2.32	LINER, 36X60 IN, PK20: 55 Gallon capacity, 1.650 MILS gauge;	Rol-out	5WG02	Liner,36x60in,Pk20	55 G Capacity,1.65 Mils Gauge	Per Pkg	5WG02	35,952 Pkg	\$9.39	337,537.92	Exact Match
2.33	PAD, POLISH, 20 IN, PK5: buffing/cleaning pad, white;	3M Home & Commerci	4100	Handle,Dust Mop	60 In Size	Per Pkg	3U088	3,057 Pkg	\$4.34	13,274.92	Exact Match
2.34	PAINT, MARKING, WHITE: less than 65 percentage voc;	Rustoleum	203030	Paint,Marking,White	Less Than 65 Percentage Voc	Per EA	6KP32	9,196 EA	\$2.59	23,786.99	Exact Match
2.35	PAINT, SPRAY: gloss black, 1-2 hr dry time;	Dem-kote	GR06MT5100	Paint,Spray	Gloss Black,1-2 Hr Dry Time	Per EA	6MT51	5,462 EA	\$2.11	11,534.46	Exact Match
2.36	PAINT, STRIPING, WHITE: 1-2 hr dry time, 2-5 hr dry time recoat;	Rustoleum	2391838	Paint,Striping,White	1-2 Hr Dry Time,2-5 Hr Dry Time Recoat	Per EA	6A939	7,791 EA	\$4.71	36,700.80	Exact Match
2.37	PAINT, STRIPING, YELLOW: 200 sq ft coverage, 1-2 hr dry time;	Rustoleum	2348838	Paint,Striping,Yellow	200 Sq Ft Coverage,1-2 Hr Dry Time	Per EA	6A938	5,900 EA	\$4.71	27,792.93	Exact Match
2.38	PLUNGER, FORCED CUP: 6 in cup size, 19 in handle length;	Brass Craft	PS2453	Plunger,Forced Cup	6 In Cup Size,19 In Handle Length	Per EA	5E517	1,824 EA	\$3.77	6,869.54	Exact Match
2.39	PLUNGER, FORCED CUP: 5 in cup size, 19 in handle length	Brass Craft	PS2451	Plunger,Forced Cup	5 In Cup Size,19 In Handle Length	Per EA	5E518	1,741 EA	\$1.53	2,658.09	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
2.40	PLUNGER, FORCED CUP: 4 in cup size, 9 in handle length;	Brass Craft	PS2450	Plunger, Forced Cup	4 In Cup Size, 9 In Handle Length	Per EA	5E519	717 EA	\$1.07	769.51	Exact Match
2.41	RECEPTACLE BASE, 32Gal.: gray, 22 in dia, 27 1/4 in height;	Rubbermaid	2632	Receptacle Base, 32 G	Gray, 22 In Dia, 27 1/4 In Height	Per EA	2W276	4,760 EA	\$18.45	87,842.40	Exact Match
2.42	REMOVER, GRAFFITI, 16 OZ: amnesty, aerosol, jelled formulation;	Ball, Amnesty		Remover, Graffiti, 16 Oz	Amnesty, Aerosol, Jelled Formulation	Per EA	3U027	4,914 EA	\$2.30	11,295.65	Exact Match
2.43	REPELLENT, INSECT, 6 OZ: 25 percentage deet formula;	Drackett	94903	Repellent, Insect, 6 Oz	25 Percentage Deet Formula	Per EA	4HK65	14,595 EA	\$3.94	57,445.92	Exact Match
2.44	SCOURING PAD, PK 15: heavy duty, 6in length, 9 in width;	3M Home & Commerci	86N	Scouring Pad, Pk15	Heavy Duty, 6 In Length, 9 In Width	Per Pkg	3U157	7,115 Pkg	\$7.36	52,375.89	Exact Match
2.45	SCRUB BRUSH: 10 in brush length, palmyra fill;	Weiler	44026	Scrub Brush	10 In Brush Length, Palmyra Fill	Per EA	3H381	6,147 EA	\$1.88	11,527.62	Exact Match
2.46	SOAP, HAND, 1 Gallon: lotion cream formula, pour spout,	GoJo	1827	Soap, Hand, 1 G	Lotion Cream Formula, Pour Spout	Per EA	2U135	8,150 EA	\$5.67	46,193.04	Exact Match
2.47	SPONGE, CELLULOSE: 6 x 4 1/4 x 1 5/8 in;	3M Home & Commerci	C31	Sponge, Cellulose	6 X 4 1/4 X 1 5/8 In	Per EA	3U163	25,972 EA	\$0.92	23,894.24	Exact Match
2.48	SPONGE, CELLULOSE: 6 x 3 3/8 x 1in;	3M Home & Commerci	C21	Sponge, Cellulose, Pk2	6 1/2 In Length, 3 3/4 In Width	Per EA	4DU50	14,184 EA	\$1.04	14,751.36	Description Match
2.49	SPRAYER, TRIGGER: 9.25 in size;	Tolco	110535	Sprayer, Trigger	9.25 In Size	Per EA	3U594	26,743 EA	\$0.51	13,577.22	Exact Match
2.50	SPRAYER, TRIGGER: 9 in size;	Tolco	110550	Sprayer, Trigger	9 In Size	Per EA	1CH72	4,692 EA	\$1.30	6,080.83	Exact Match
2.51	SPRAYER, TRIGGER: 7 in size;	Tolco	110551	Sprayer, Trigger	7 In Size	Per EA	1CH73	3,337 EA	\$1.30	4,324.75	Exact Match
2.52	TOWEL, SCRUB, PK72: 10.5 x 12.25 in;	Dymon	4227249490	Towel, Scrub, Pk72	10.5 X 12.25 In	Per Pkg	1CG47	12,783 pkg	\$8.44	107,906.78	Exact Match
2.53	VACUUM: cordless/corded, works with 12-18V batteries or 120 VAC;	DeWalt	DC500	Cordless/Corded, Vacuum	Workswith12-18vbatteriesor120vac	Per EA	3AB14	478 ea	\$93.60	44,740.80	Exact Match
2.54	WASP/HORNET KILLER: 14 oz;	Drackett	94898	Wasp/Hornet Killer	14 Oz	Per EA	4HK60	7,014 EA	\$3.41	23,903.71	Exact Match
2.55	WASP/HORNET SPRAY: 20 oz;	Ball, Marksman		Wasp/Hornet Spray	20 Oz	Per EA	5UT22	4,918 EA	\$2.39	11,763.86	Exact Match
3) ELECTRICAL											
3.01	BATTERY, AA, 1.5V, PK 24: industrial, alkaline, cap and base;	Rayovac	ALAA-24	Battery, 1.5 V, AA, Pk24	Industrial, Alkaline, Cap And Base	Per Pkg	4WT09	19,832 pkg	\$4.46	88,518.44	Exact Match
3.02	BATTERY, AA, 1.5V, PK8: 1.5V, cap & base terminal;	Rayovac	AL-AA	Battery, AA, 1.5v, Pk8	1.5v, Cap & Base Terminal	Per Pkg	3WA32	48,504 Pkg	\$1.46	70,981.46	Exact Match
3.03	BATTERY, AA, 1.5V, PK 8: alkaline;	Duracell	MN1500B8Z	Battery, AA, 1.5v, Pk8	Alkaline	Per Pkg	3VY98	4,744 Pkg	\$5.34	25,316.76	Exact Match
3.04	BATTERY, INDUSTRIAL, AA: industrial-cap & base terminal;	Rayovac	AL-AA	Battery, AA, 1.5v, Pk8	1.5v, Cap & Base Terminal	Per Pkg	3WA32	7,656 EA	\$1.46	11,203.90	Exact Match
3.05	BATTERY, AAA, 1.5V, PK18: alkaline, cap and base;	Rayovac	ALAAA-18	Battery, AAA, 1.5v, Pk18	Alkaline, Cap And Base	Per Pkg	6XT34	8,140 pkg	\$3.56	28,986.34	Exact Match
3.06	BATTERY, AAA, 1.5V, PK8: alkaline, cap & base terminal;	Rayovac	AL-AAA	Battery, AAA, 1.5v, Pk8	Alkaline, Cap & Base Terminal	Per Pkg	3WA33	24,709 Pkg	\$1.52	37,666.16	Exact Match
3.07	BATTERY, INDUSTRIAL, AAA: industrial-cap & base terminal;	Rayovac	AL-AAA	Battery, AAA, 1.5v, Pk8	Alkaline, Cap & Base Terminal	Per EA	3WA33	3,104 EA	\$1.52	4,731.71	Exact Match
3.08	BATTERY, C, 1.5V, PK6: alkaline, cap & base terminal;			Battery, C, 1.5v, Pk6	Alkaline, Cap & Base Terminal	Per Pkg	3WA31	8,087 Pkg	\$2.54	20,513.37	Functional Match
3.09	BATTERY, 1.5 V, C, PK12: industrial, alkaline, cap and base;	Rayovac	ALC-12	Battery, 1.5 V, C, Pk12	Industrial, Alkaline, Cap And Base	Per Pkg	4WT08	4,865 Pkg	\$5.24	25,511.59	Exact Match
3.10	BATTERY, 1.5 V, D PK 12: industrial, alkaline, cap and base;	Rayovac	ALD-12	Battery, 1.5 V, D, Pk12	Industrial, Alkaline, Cap And Base	Per Pkg	4WT07	11,226 Pkg	\$6.73	75,570.15	Exact Match
3.11	BATTERY, D, 1.5V, PK4: alkaline, cap & base terminal;	Duracell	MN1300R4Z	Battery, D, 1.5v, Pk4	Alkaline, Cap & Base Terminal	Per Pkg	3VY96	2,450 Pkg	\$5.39	13,200.12	Exact Match
3.12	BATTERY, D, 1.5V, PK6: alkaline, cap & base terminal;	Rayovac	AL-D	Battery, D, 1.5v, Pk6	Alkaline, Cap & Base Terminal	Per Pkg	3WA30	15,219 Pkg	\$3.29	50,111.34	Exact Match
3.13	BATTERY, D, 1.5V, PK6: carbon zinc, 1.5v, cap & base terminal;	Rayovac	HD-D	Battery, D, 1.5v, Pk6	Carbon Zinc, 1.5v, Cap & Base Terminal	Per Pkg	3WA35	2,335 pkg	\$1.85	4,328.29	Exact Match
3.14	BATTERY, INDUSTRIAL, D: industrial-cap & base terminal;	Rayovac	AL-D	Battery, D, 1.5v, Pk6	Alkaline, Cap & Base Terminal	Per EA	3WA30	3,204 EA	\$3.29	10,549.76	Exact Match
3.15	BATTERY, 9v, PACK OF 8: 9V transistor, alkaline, snap;	Rayovac	AL9V-8	Battery, 9v, Pack Of 8	9v Transistor, Alkaline, Snap	Per Pkg	4WT11	9,098 Pkg	\$6.76	61,466.98	Exact Match
3.16	BATTERY, 9V, PK2: alkaline, snap terminal;	Duracell	MN1604B2Z	Battery, 9v, Pk2	Alkaline, Snap Terminal	Per Pkg	3VY99	3,389 Pkg	\$5.32	18,019.56	Exact Match
3.17	BATTERY, 9V, PK6: 9V transistor, industrial-snap terminal;	Rayovac	AL-9V	Battery, 9v, Pk6	9v Transistor, Industrial-Snap Terminal	Per Pkg	3WA34	11,465 Pkg	\$4.96	56,905.55	Exact Match
3.18	BATTERY, LANTERN, 6 V: heavy-duty lantern spring terminal;	Rayovac	6V-HD	Battery, Lantern, 6 V	Heavy Duty Lantern-Spring Terminal	Per EA	2V423	12,483 EA	\$1.32	16,441.02	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
3.19	BATTERY, LANTERN, 6 V: general-purpose lantern spring;	Rayovac	6V-GP	Battery,Lantern,6 V	General Purpose Lantern, Spring	Per EA	5U053	7,955 EA	\$1.20	9,507.20	Exact Match
3.20	BATTERY, LANTERN, 6 V: HD maximum	Rayovac	6V-HDM	Battery,Lantern,6 V	HD Maximum Lantern-Spring Terminal	Per EA	2V553	4,205 EA	\$1.56	6,563.90	Exact Match
3.21	BATTERY, 1.5 V, SILVER: watch/calculator;	Rayovac	303/357-1W	Battery,1.5 V,Silver	Watch/Calculator	Per EA	5U085	3,340 EA	\$0.71	2,362.44	Exact Match
3.22	BATTERY, COIN CELL: 3.0 V, lithium;	Rayovac	KECR2032-1	Battery,Coin Cell	3.0 V,Lithium	Per Pkg	4LW11	2,093 Pkg	\$0.73	1,531.46	Exact Match
3.23	BATTERY, 12V: heavy-duty XR battery packs;	DeWalt	DW9071	Battery,12.0 V,2.4 Ah	Extended Run Plus For 12.0 Volt Tools	Per EA	4GA68	478 EA	\$49.92	23,861.76	Functional Match
3.24	BATTERY, 14.4 V: heavy-duty XR battery packs;	DeWalt	DW9091	Battery,14.4 V,2.4 Ah	Extended Run Plus For 14.4 Volt Tools	Per EA	4GA69	763 EA	\$55.12	42,056.56	Functional Match
3.25	BATTERY, 14.4 V, 2.4 AH: extended run plus for 14.4-volt tools;	DeWalt	DC9091	Battery,14.4 V,2.4 Ah	Extended Run Plus For 14.4 Volt Tools	Per EA	4GA69	734 EA	\$55.12	40,458.08	Exact Match
3.26	BATTERY, 18V: heavy-duty XR2 battery packs;	DeWalt	DW9096	Battery,18.0 V,2.4 Ah	Extended Run Plus For 18.0 Volt Tools	Per EA	4GA70	2,020 EA	\$72.80	147,056.00	Functional Match
3.27	BATTERY, 18.0 V, 2.4 AH: extended run plus for 18.0-volt tools;	DeWalt	DC9096	Battery,18.0 V,2.4 Ah	Extended Run Plus For 18.0 Volt Tools	Per EA	4GA70	2,497 EA	\$76.14	190,121.58	Exact Match
3.28	BATTERY, RECHARGEABLE: 18V;	Milwaukee Accessories	48-11-2230	Battery,Rechargeable	18 V	Per EA	5PP50	1,198 EA	\$74.16	88,838.36	Exact Match
3.29	BATTERY CHARGER: 7.2 to 18 volts batteries;	DeWalt Accessories	DW9116	Battery Charger	7.2 To 18 Volts Batteries	Per EA	5MP78	549 EA	\$49.50	27,175.50	Exact Match
3.30	BATTERY CHARGER, VEHICLE 12 V: for 7.2 volts to 18 volts batteries;	DeWalt	DW9109	Vehicle Charger,12 V	For 7.2 Volts To 18 Volts Batteries	Per EA	4GD68	440 EA	\$69.44	30,553.60	Exact Match
3.31	BOX, SQUARE, 4X2 1/8 IN: 30.3 cu in welded w/corner edge, no clamp;	RACO	232	Box,Square,4x2 1/8 In	30.3 Cu In,Welded W/Corner Edge,No Clamp	Per EA	5A052	2,395 EA	\$1.35	3,228.46	Exact Match
3.32	BUSHING, REDUCING: 3/4 - 1/2 in conduit size, steel;	RACO	1142	Bushing,Reducing	3/4-1/2 In Conduit Size,Steel	Per EA	3LR78	2,706 EA	\$0.64	1,731.84	Exact Match
3.33	CABLE CONNECTOR, RG59: F type, twist on, single shield, PVC jacket;	Leviton Telcom	40985-TW9	Cable Connector,Rg59	F Type,Twist On,Single Shield,PVC Jacket	Per EA	5LR23	2,255 EA	\$0.19	436.91	Exact Match
3.34	CABLE CONNECTOR, RG59: F type, 1 PC crimp, 1 shield, PVC jacket;	Leviton Telcom	40985-1P9	Cable Connector,Rg59	F Type,1 PC Crimp,1 Shield,PVC Jacket	Per EA	5LR17	1,421 EA	\$0.18	257.56	Exact Match
3.35	CABLE CONNECTOR, RG6: F type, twist on, single shield, PVC jacket;	Leviton Telcom	40985-TW6	Cable Connector,Rg6	F Type,Twist On,Single Shield,PVC Jacket	Per EA	5LR22	3,097 EA	\$0.28	871.03	Exact Match
3.36	CABLE CONNECTOR, RG6: F type, 1 PC crimp, 1 shield, PVC jacket;	Leviton Telcom	40985-1P6	Cable Connector,Rg6	F Type,1 PC Crimp,1 Shield,PVC Jacket	Per EA	5LR16	2,246 EA	\$0.24	547.46	Exact Match
3.37	CONDUIT, EMT, 1/2 IN: 10 ft length, 0.042 in wall thickness; n 1/2 in EMT or equal	o brand name assigned		Conduit,Emt,1/2 In	10 Ft Length,0.042 In Wall Thickness	Per EA	6XC30	11,591 EA	\$3.47	40,220.77	Functional Match
3.38	CONDUIT, EMT, 3/4 IN: 10 ft length, 0.049 in wall thickness; 3/4in EMT or equal	no brand name assigned		Conduit,Emt,3/4 In	10 Ft Length,0.049 In Wall Thickness	Per EA	6XC31	5,674 EA	\$6.64	37,675.36	Functional Match
3.39	CONNECTOR, CABLE/CORD: 1/2 in knockout size;	RACO	2711	Connector,Cable/Cord	1/2 In Knockout Size	Per EA	3LK50	4,996 EA	\$0.36	1,798.56	Exact Match
3.40	CONNECTOR, COMPRESSION: 1/2 in conduit size;	RACO	2802	Connector,Compression	1/2 In Conduit Size	Per EA	5XC06	5,694 EA	\$0.28	1,594.32	Exact Match
3.41	CONNECTOR, SETSCREW: 1/2 in conduit size;	RACO	2602	Connector,Setscrew	1/2 In Conduit Size	Per EA	5XC12	7,912 EA	\$0.18	1,424.16	Exact Match
3.42	CONNECTOR, SETSCREW: 3/4 in conduit size;	RACO	2603	Connector,Setscrew	3/4 In Conduit Size	Per EA	5XC13	2,924 EA	\$0.30	877.20	Exact Match
3.43	CONNECTOR, SQUEEZE: straight, 3/8 in conduit, 1/2 in NPT, zinc;	RACO	2191	Connector,Squeeze	Straight,3/8 In Conduit,1/2 In NPT,Zinc	Per EA	6A415	4,082 EA	\$0.32	1,306.24	Exact Match
3.44	CONNECTOR, SQUEEZE: straight, 1/2 in conduit, 1/2 in NPT, zinc;	RACO	2192	Connector,Squeeze	Straight,1/2 In Conduit,1/2 In NPT,Zinc	Per EA	6A416	2,358 EA	\$0.42	990.36	Exact Match
3.45	COUPLING, COMPRESSION: 1/2 in conduit size;	RACO	2822	Coupling,Compression	1/2 In Conduit Size	Per EA	5XC09	2,600 EA	\$0.44	1,144.00	Exact Match
3.46	COUPLING, SETSCREW: 1/2 in conduit size;	RACO	2622	Coupling,Setscrew	1/2 In Conduit Size	Per EA	5XC15	4,483 EA	\$0.18	806.94	Exact Match
3.47	COVER, BLANK, HANDY BOX: 4 3/16 L X 2 5/16 in W, raised 1/4 in, GALV;	RACO	860	Cover,Blank,Handy Box	4 3/16 Lx2 5/16 In W,Raised 1/4 In,Galv	Per EA	4A240	2,938 EA	\$0.34	998.92	Exact Match
3.48	COVER, BLANK, and SQUARE BOX: flat, 4 x 4 in, galvanized zinc,	RACO	752	Cover,Blank,Square Box	Flat,4 X 4 In,Galvanized Zinc	Per EA	5A053	3,713 EA	\$0.34	1,277.27	Exact Match
3.49	ELECTRIC OUTLET STRIP: 12 in length, 6 outlets, 6 ft cord length;	Wiremold	P6	Electric Outlet Strip	12 In Length,6 Outlets,6 Ft Cord Length	Per EA	5A311	1,410 EA	\$7.91	11,155.11	Exact Match
3.50	EXTENSION CORD, 10 FT: outdoor 16/3, orange, 13a, 125v;	Lumapro	3EA97	Extension Cord,10ft	Outdoor 16/3, Orange, 13a, 125v	Per EA	3EA97	1,956 EA	\$2.56	5,016.56	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
3.51	EXTENSION CORD, 25 FT: SJEOW, lighted-ends, yellow, 15 AMP;	Polar/solar Plus	G03287-00-02	Extension Cord, 25 Ft	Sjeow, Lighted-Ends, Yellow, 15 Amp	Per EA	3UY61	2,251 EA	\$15.37	34,601.09	Exact Match
3.52	EXTENSION CORD, 25 FT: 14/3 ORG/BLK, 15A, 125V;	Lumapro	3EA99	Extension Cord,25ft	14/3 Org/Blk, 15a, 125v	Per EA	3EA99	2,340 EA	\$6.04	14,143.24	Exact Match
3.53	EXTENSION CORD, 25 FT: 16/3, orange, 13A, 125V;	Lumapro	3EA98	Extension Cord,25ft	16/3, Orange, 13a, 125v	Per EA	3EA98	2,234 EA	\$4.51	10,079.28	Exact Match
3.54	EXTENSION CORD, 50 FT: in/outdoor, 16/3, orange, 13A, 125 V, 5-15P;	Power First	1FD53	Extension Cord,50 Ft	In/Outdoor,16/3,Orange,13 A,125 V,5-15p	Per EA	1FD53	2,176 EA	\$7.19	15,641.60	Exact Match
3.55	EXTENSION CORD, 50 FT: in/outdoor, 14/3, orange, 15A, 125V, 5-15P;	Power First	1FD55	Extension Cord,50 Ft	In/Outdoor,14/3,Orange,15 A,125 V,5-15p	Per EA	1FD55	1,891 EA	\$10.74	20,306.00	Exact Match
3.56	FUSE, TIME DELAY, 30A: CLASS RK5, 250 VAC, 200 K AMP interrupting;	Bussmann	FRN-R-30	Fuse,Time Delay,30 A	Class Rk5,250 Vac,200 K Amp Interrupting	Per EA	1A698	3,459 EA	\$1.69	5,855.59	Exact Match
3.57	HANDY BOX, 13.0 CU IN: ½ in knockouts 3 back/3 side/3 end;	RACO	660	Handy Box,13.0 Cu In	1/2 In Knockouts 3 Back/3 Side/3 End	Per EA	4A238	2,776 ea	\$0.86	2,398.46	Exact Match
3.58	LAMP HOLDER, 660 W LAMP: fluorescent, 600V;	Leviton	13353-00N	Lamp Holder,660 W Lamp	Fluorescent,600 V	Per EA	5C402	10,484 EA	\$0.77	8,059.58	Exact Match
3.59	LAMP HOLDER, 660 W LAMP: fluorescent, 600 V;	Leviton	13357-N	Lamp Holder,660 W Lamp	Fluorescent,600 V	Per EA	5C403	6,696 EA	\$0.84	5,649.75	Exact Match
3.60	LAMP HOLDER, MED BASE: 2 terminal screw, 660W max, 250V, top wired;	Leviton	29816-C	Lamp Holder,Med Base	2 Terminal Screw,660w Max,250v,Top Wired	Per EA	5C407	3,192 EA	\$1.87	5,973.03	Exact Match
3.61	LOCKNUT, CONDUIT: ½ in trade size, zinc plated steel;	RACO	1002	Locknut,Conduit	1/2 In Trade Size,Zinc Plated Steel	Per EA	5XC30	2,672 EA	\$0.08	213.76	Exact Match
3.62	LOCKNUT, CONDUIT: ¾ in trade size, zinc plated steel;	RACO	1003	Locknut,Conduit	3/4 In Trade Size,Zinc Plated Steel	Per EA	5XC31	1,335 EA	\$0.08	106.80	Exact Match
3.63	PLATE, WALL, 1 GANG: duplex receptacle plate, Stainless Steel	Hubbell	S8	Plate,Wall,1 Gang	Duplex Receptacle Plate,Stainless Steel	Per EA	5C228	4,338 EA	\$0.83	3,615.00	Exact Match
3.64	PLATE, WALL, 1 GANG: duplex receptacle plate, ivory, nylon;	Hubbell	P8	Plate,Wall,1 Gang	Duplex Receptacle Plate,Ivory,Nylon	Per EA	5Z997	4,041 ea	\$0.22	889.02	Exact Match
3.65	PLATE, WALL, 1 GANG: style line/GFCI plate, stainless steel;	Hubbell	S26	Plate,Wall,1 Gang	Style Line/GFCI Plate,Stainless Steel	Per EA	5C235	3,364 EA	\$1.06	3,565.84	Exact Match
3.66	PLATE, WALL, 1 GANG: duplex receptacle plate, ivory, plastic;	Leviton	86003	Plate,Wall,1 Gang	Duplex Receptacle Plate,Ivory,Plastic	Per EA	6X737	2,965 EA	\$0.18	537.41	Exact Match
3.67	PLUG, 5-15 NEMA, 15 A: 0.5 HP, 125 V, 2 pole, 3 wire;	Hubbell	5266C	Plug,5-15 NEMA,15 A	0.5 HP,125 V,2 Pole,3 Wire	Per EA	4A250	4,788 EA	\$7.41	35,495.04	Exact Match
3.68	PLUG, 5-15P NEMA: straight blade, 15 A, 125 V, ½ HP;	Leviton	515 PR	Plug,5-15p NEMA	Straight Blade,15 A,125 V,1/2 HP	Per EA	5C377	5,527 EA	\$1.39	7,703.26	Exact Match
3.69	PLUG, 5-15P NEMA: straight blade, 15 A, 125 V, ½ HP;	Leviton	5266-C	Plug,5-15p NEMA	Straight Blade,15 A,125 V,1/2 HP	Per EA	5C369	2,682 EA	\$5.39	14,449.28	Exact Match
3.70	PLUG, KNOCK OUT: ½ in, conduit size;	RACO	1042	Plug,Knock Out	1/2 In, Conduit Size	Per EA	3LN64	3,733 EA	\$0.24	895.92	Exact Match
3.71	PLUG, KNOCK OUT: ¾ in, conduit size; RACO 1043	RACO	1043	Plug,Knock Out	3/4 In, Conduit Size	Per EA	3LN65	2,692 EA	\$0.26	699.92	Exact Match
3.72	RECEPTACLE, 20 A, 125V: 1 HP, 5-20R NEMA, Duplex type;	Hubbell	CR201	Receptacle,20 A,125 V	1 HP,5-20r NEMA,Duplex Type	Per EA	6A671	2,980 EA	\$1.23	3,655.47	Exact Match
3.73	SOCKET, RELAY, 8 PINS: din/screw mounting, 2.02 in length;	Dayton	5X852-M	Socket,Relay,8 Pins	Din/Screw Mounting,2.02 In Length	Per EA	5X852	3,112 EA	\$1.41	4,375.66	Exact Match
3.74	SOCKET, RELAY, 8 PINS: din/screw mounting, 2.65 in length;	Dayton	2A582-M	Socket,Relay,8 Pins	Din/Screw Mounting,2.65 In Length	Per EA	2A582	1,296 EA	\$2.71	3,510.98	Exact Match
3.75	STARTER, FS-2, MEDIUM: fluorescent lamp, 14/15/20 W lamp, 2 pins;	Leviton	FS-2 I24	Starter,Fs-2,Medium	Fluorescent Lamp,14/15/20 W Lamp,2 Pins	Per EA	1X835	4,302 EA	\$0.43	1,855.24	Exact Match
3.76	TERMINAL BLOCK, 30 AMP: 600 VAC, 22-10 AWG, 51 PC/FT, nylon, natural;	Square D	9080GM6	Terminal Block,30 Amp	600 Vac,22-10 AWG,51 PC/Ft,Nylon,Natural	Per EA	5B362	2,574 EA	\$0.83	2,127.13	Exact Match
3.77	TRANSFORMER, 24 VAC: 120/208/240 VAC, 40 VA, 2.28 in length;	Steveco	90-T40F3	Transformer,24 Vac	120/208/240 Vac,60 Va,3.03 In Length	Per EA	3TZ69	1,201 EA	\$17.97	21,583.69	Functional Match
3.78	TRANSFORMER, 24 VAC: 120/208/240 VAC, 60 VA, 3.03 in length;	Steveco	90-T60C3	Transformer,24 Vac	120/208/240 Vac,60 Va,3.03 In Length	Per EA	3TZ69	274 EA	\$17.97	4,924.17	Exact Match
3.79	WASHER, REDUCING: ¾-1/2 in conduit size, zinc plate steel;	RACO	1365	Washer,Reducing	3/4-1/2 In Conduit Size,Zinc Plate Steel	Per EA	3LV40	3,617 EA	\$0.14	506.38	Exact Match
4) HEATING, VENTILATION, AIR CONDITIONING & REFR											
4.01	BRACKET, MOUNTING: use with 7.5 through 10.0 KW units;	Q-Mark	MMB-10	Bracket,Mounting	Use With 7.5 Through 10.0 Kw Units	Per EA	6X966	354 EA	\$38.93	13,781.22	Exact Match
4.02	CLEANER, COIL, 1 G: non-acid base coil cleaner;	Virginia KMP	AK-1	Cleaner,Coil,1 G	Non Acid Base Coil Cleaner	Per EA	5W402	933 EA	\$7.73	7,211.84	Exact Match



Exhibit C
WCSA Grainger #7006 Market Basket

WCSA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
4.03	CLEANER, COIL, 1 G: non-acid based, foaming action;	Virginia KMP	AKF-1	Cleaner,Coil,1 G	Non Acid Based,Foaming Action	Per EA	5W403	823 EA	\$7.96	6,550.64	Exact Match
4.04	CLEANER, COIL, 1 G: acid base coil cleaner;	Virginia KMP	AB-1	Cleaner,Coil,1 G	Acid Base Coil Cleaner	Per EA	5W197	544 EA	\$7.79	4,235.85	Exact Match
4.05	CLEANER, COIL, 18 OZ: coil cleaner;	Virginia KMP	BAC20	Cleaner,Coil,18 Oz	Coil Cleaner	Per EA	4E844	1,588 ea	\$4.23	6,712.52	Exact Match
4.06	CLEANER, ICE MACHINE: 8 oz;	Virginia KMP	H420	Cleaner,Ice Machine	8 Oz	Per EA	3VJ60	400 EA	\$2.38	951.35	Exact Match
4.07	COIL, VALVE, 120V: junction box,	Dayton	6X543	Coil,Valve,120 V	Junction Box	Per EA	6X543	336 EA	\$13.69	4,600.62	Exact Match
4.08	COMB. METAL FIN: 1 3/16 in width;	Ma-line	MA-MFC2	Comb,Metal Fin	1 3/16 In Width	Per EA	5E265	579 EA	\$6.84	3,961.90	Exact Match
4.09	COOLER CLEANING SYSTEM: master cool;	Mastercool	CM120A	Cooler Cleaning System	Master Cool	Per EA	5NV54	321 EA	\$45.09	14,472.39	Exact Match
4.10	DEHUMIDIFIER, 25 PINTS: 115 v, 4.7 A, 1 fan speed, Min temp 65F;	Whirlpool	AD25BSR	Dehumidifier,25 Pints	115 V,4.7 A,1 Fan Speed,Min Temp 65 F	Per EA	1KW87	283 EA	\$146.07	41,338.32	Exact Match
4.11	DETECTOR, GAS LEAK: 8 oz, fluorescent dye;	Virginia KMP	GL6	Detector,Gas Leak	8 Oz,Fluorescent Dye	Per EA	4E845	454 EA	\$2.58	1,171.81	Exact Match
4.12		Dayton	4WT47	Fan,105 CFM,115 V	Axial,4 11/16 In Width,2900 RPM,0.18 A	Per EA	4WT47	769 ea	\$8.30	6,380.37	Exact Match
4.13	FAN, BOX, 20 IN 3 SPD: 2220/1920/1530 CFM, 120V, 60 HZ, 1.82 A, 166W;	Air King	9723	Fan,Box,20 In,3 Spd	2220/1920/1530 CFM,120v,60 Hz,1.82a,166w	Per EA	4CH71	2,308 ea	\$22.44	51,785.37	Exact Match
4.14	FAN, CLIP ON, 6 IN, 2SPD: 190/90 CFM, 120V, 0.19A, 12W	Air King	9145	Fan,Clip On,6 In,2 Spd	190/90 CFM,120v,0.19a,12w,2020/1740 RPM	Per EA	6C507	576 ea	\$9.63	5,544.96	Exact Match
4.15	FAN, FLOOR, 18 IN, 3 SPD: 3190/2970/2660 CFM, 120V, 1.52 A, 180W, 1/6HP;	Air King	9218	Fan,Floor,18 In,3 Spd	3190/2970/2660 CFM,120v,1.52a,180w,1/6hp	Per EA	3XJ43	815 EA	\$52.15	42,501.71	Exact Match
4.16	FAN, PEDESTAL, 18 IN: 1970/1520/1170 CFM, 120V, 60HZ, oscillating;	Air King	9119	Fan,Pedestal,18 In	1970/1520/1170 CFM,120v,60hz,Oscillating	Per EA	4CH63	851 ea	\$24.59	20,925.52	Exact Match
4.17	FAN, WALL, 16 IN, 3 SPD: 1710/1500/1330 CFM, 120V, 60 HZ oscillating;	Air King	9016	Fan,Wall,16 In,3 Spd	1710/1500/1330 CFM,120v,60hz,Oscillating	Per EA	4C631	1,042 EA	\$27.61	28,770.31	Exact Match
4.18	FILTER AIR, 16x20x1: 16 in nominal height, 1 in nominal depth;	Air Handler	11016201	Air Filter,16x20x1	16 In Nominal Height,1 In Nominal Depth	Per EA	1W099	6,058 ea	\$0.75	4,547.54	Exact Match
4.19	FILTER AIR, 16x20x2: 16 in nominal height, 2 in nominal depth;	Air Handler	11016202	Air Filter,16x20x2	16 In Nominal Height,2 In Nominal Depth	Per EA	1W103	8,508 ea	\$1.06	9,001.46	Exact Match
4.20	FILTER AIR, 16x25x1: 16 in nominal height, 1 in nominal depth;	Air Handler	11016251	Air Filter,16x25x1	16 In Nominal Height,1 In Nominal Depth	Per EA	1W098	6,388 ea	\$0.84	5,348.89	Exact Match
4.21	FILTER AIR, 16x25x2: 16 in nominal height, 2 in nominal depth;	Air Handler	11016252	Air Filter,16x25x2	16 In Nominal Height,2 In Nominal Depth	Per EA	1W102	11,698 ea	\$1.07	12,485.67	Exact Match
4.22	FILTER AIR, 20x20x1: 20 in nominal height, 1 in nominal depth;	Air Handler	11020201	Air Filter,20x20x1	20 In Nominal Height,1 In Nominal Depth	Per EA	1W097	13,281 ea	\$0.75	9,969.60	Exact Match
4.23	FILTER AIR, 20x20x2: 20 in nominal height, 2 in nominal depth;	Air Handler	11020202	Air Filter,20x20x2	20 In Nominal Height,2 In Nominal Depth	Per EA	1W101	9,980 ea	\$1.12	11,204.21	Exact Match
4.24	FILTER AIR, 20x25x1: 20 in nominal height, 1 in nominal depth;	Air Handler	11020251	Air Filter,20x25x1	20 In Nominal Height,1 In Nominal Depth	Per EA	1W096	7,720 ea	\$0.82	6,309.81	Exact Match
4.25	FILTER AIR, 20x25x2: 20 in nominal height, 2 in nominal depth;	Air Handler	11020252	Air Filter,20x25x2	20 In Nominal Height,2 In Nominal Depth	Per EA	1W100	10,703 ea	\$1.22	13,084.42	Exact Match
4.26	FILTER AIR, 20x30x1: 20 in nominal height, 1 in nominal depth;	Air Handler	11020301	Air Filter,20x30x1	20 In Nominal Height,1 In Nominal Depth	Per EA	5C461	4,219 ea	\$1.30	5,463.61	Exact Match
4.27	FILTER AIR, 24x24x1: 24 in nominal height, 1 in nominal depth;	Air Handler	11024241	Air Filter,24x24x1	24 In Nominal Height,1 In Nominal Depth	Per EA	5W504	3,164 ea	\$1.15	3,622.78	Exact Match
4.28	FILTER, PAD, 20x25x1: 20 in nominal height, 1 in nominal depth;	Air Handler	166BW20251	Filter,Pad,20x25x1	20 In Nominal Height,1 In Nominal Depth	Per EA	5W098	1,032 EA	\$0.78	805.61	Exact Match
4.29	FILTER, PAD, 24x24x2: 24 in nominal height, 2 in nominal depth;	Air Handler	166BW24242	Filter,Pad,24x24x2	24 In Nominal Height,2 In Nominal Depth	Per EA	6B735	3,170 EA	\$1.13	3,595.97	Exact Match
4.30	FILTER, PLEAT, 10x10x1: 1.6 sq. ft. media area;	Air Handler	13210101	Filter,Pleat,10x10x1	1.6 Sq Ft Media Area	Per EA	6B988	4,037 EA	\$2.53	10,211.09	Exact Match
4.31	FILTER, PLEAT, 12x24x2: 6.3 sq. ft. media area, 24 in nominal width;	Air Handler	13012242	Filter,Pleat,12x24x2	6.3 Sq Ft Media Area,24 In Nominal Width	Per EA	2W234	7,427 EA	\$2.65	19,690.83	Exact Match
4.32	FILTER, PLEAT, 12x24x2: pleat, 12x24x2, 9.0 sq. ft. media area	Air Handler	13212242	Filter,Pleat,12x24x2	9.0 Sq Ft Media Area	Per EA	6B975	6,937 EA	\$3.31	22,944.13	Exact Match
4.33	FILTER, PLEAT, 12x25x1: 4.0 sq. ft. media area, 25 in nominal width;	Air Handler	13012251	Filter,Pleat,12x25x1	4.0 Sq Ft Media Area,25 In Nominal Width	Per EA	6C520	5,659 ea	\$2.61	14,784.14	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
4.34	FILTER, PLEAT, 14x25x1: 4.6 sq. ft. media area, 25 in nominal width;	Air Handler	13014251	Filter,Pleat,14x25x1	4.6 Sq Ft Media Area,25 In Nominal Width	Per EA	5W892	5,924 ea	\$2.60	15,406.10	Exact Match
4.35	FILTER, PLEAT, 16x16x2: 5.6 sq. ft. media area, 16 in nominal width;	Air Handler	13016162	Filter,Pleat,16x16x2	5.6 Sq Ft Media Area,16 In Nominal Width	Per EA	5W978	3,244 ea	\$2.84	9,206.88	Exact Match
4.36	FILTERPLEAT, 16x20x1: 4.2 sq. ft. media area, 20 in nominal width	Air Handler	13016201	Filter,Pleat,16x20x1	4.2 Sq Ft Media Area,20 In Nominal Width	Per EA	5W509	9,530 EA	\$2.22	21,192.34	Exact Match
4.37	FILTER, PLEAT, 16x20x1: 5.1 sq. ft. media area;	Air Handler	13216201	Filter,Pleat,16x20x1	5.1 Sq Ft Media Area	Per EA	6B957	3,029 EA	\$2.86	8,668.62	Exact Match
4.38	FILTER, PLEAT, 16x20x2: 6.9 sq. ft. media area, 20 in nominal width;	Air Handler	13016202	Filter,Pleat,16x20x2	6.9 Sq Ft Media Area,20 In Nominal Width	Per EA	2W230	40,543 ea	\$2.50	101,487.45	Exact Match
4.39	FILTER PLEAT, 16x20x2: 10.1 sq. ft. media area;	Air Handler	13216202	Filter,Pleat,16x20x2	10.1 Sq Ft Media Area	Per EA	6B956	24,930 ea	\$3.13	78,093.23	Exact Match
4.40	FILTER, PLEAT, 16x24x2: 8.2 sq. ft. media area, 24 in nominal width;	Air Handler	13016242	Filter,Pleat,16x24x2	8.2 Sq Ft Media Area,24 In Nominal Width	Per EA	5W979	3,595 ea	\$2.88	10,364.83	Exact Match
4.41	FILTER, PLEAT, 16x25x1: 5.2 sq. ft. media area, 25 in nominal width;	Air Handler	13016251	Filter,Pleat,16x25x1	5.2 Sq Ft Media Area,25 In Nominal Width	Per EA	5W510	13,332 ea	\$2.41	32,063.46	Exact Match
4.42	FILTER, PLEAT, 16x25x1: 6.4 sq. ft. media area;	Air Handler	13216251	Filter,Pleat,16x25x1	6.4 Sq Ft Media Area	Per EA	6B951	6,247 EA	\$3.26	20,345.70	Exact Match
4.43	FILTER, PLEAT, 16x25x2: 8.6 sq. ft. media area, 25 in nominal width;	Air Handler	13016252	Filter,Pleat,16x25x2	8.6 Sq Ft Media Area,25 In Nominal Width	Per EA	2W231	51,814 ea	\$2.71	140,156.87	Exact Match
4.44	FILTER, PLEAT, 16x25x2: 12.6 sq. ft. media area;	Air Handler	13216252	Filter,Pleat,16x25x2	12.6 Sq Ft Media Area	Per EA	6B950	25,991 EA	\$3.59	93,372.67	Exact Match
4.45	FILTER, PLEAT, 20x20x1: 5.2 sq. ft. media area, 20 in nominal width;	Air Handler	13020201	Filter,Pleat,20x20x1	5.2 Sq Ft Media Area,20 In Nominal Width	Per EA	5W511	21,082 ea	\$2.41	50,702.21	Exact Match
4.46	FILTER, PLEAT, 20x20x1: 6.6 sq. ft. media area;	Air Handler	13220201	Filter,Pleat,20x20x1	6.6 Sq Ft Media Area	Per EA	6B938	9,666 EA	\$3.09	29,873.98	Exact Match
4.47	FILTER, PLEAT, 20x20x2: 9.0 sq. ft. media area, 20 in nominal width;	Air Handler	13020202	Filter,Pleat,20x20x2	9.0 Sq Ft Media Area,20 In Nominal Width	Per EA	2W232	42,148 ea	\$2.71	114,363.33	Exact Match
4.48	FILTER, PLEAT, 20x20x2: 12.6 sq. ft. media area;	Air Handler	13220202	Filter,Pleat,20x20x2	12.6 Sq Ft Media Area	Per EA	6B937	20,154 EA	\$3.62	72,881.90	Exact Match
4.49	FILTER, PLEAT, 20x20x4: 15.6 sq. ft. media area;	Air Handler	13020204	Filter,Pleat,20x20x4	15.6 Sq Ft Media Area	Per EA	2W236	2,132 EA	\$5.19	11,066.50	Exact Match
4.50	FILTER, PLEAT, 20x24x2: 9.6 sq. ft. media area, 24 in nominal width;	Air Handler	13020242	Filter,Pleat,20x24x2	9.6 Sq Ft Media Area,24 In Nominal Width	Per EA	5W515	6,985 ea	\$3.31	23,099.75	Exact Match
4.51	FILTER, PLEAT, 20x24x2: 15.1 sq. ft. media area;	Air Handler	13220242	Filter,Pleat,20x24x2	15.1 Sq Ft Media Area	Per EA	6B933	5,361 EA	\$4.24	22,730.64	Exact Match
4.52	FILTER, PLEAT, 20x25x1: 6.5 sq. ft. media area, 25 in nominal 1width;	Air Handler	13020251	Filter,Pleat,20x25x1	6.5 Sq Ft Media Area,25 In Nominal Width	Per EA	5W512	14,590 ea	\$2.68	39,119.44	Exact Match
4.53	FILTER, PLEAT, 20x25x1: 8.2 sq. ft. media area;	Air Handler	13220251	Filter,Pleat,20x25x1	8.2 Sq Ft Media Area	Per EA	6B931	6,042 EA	\$3.47	20,988.40	Exact Match
4.54	FILTER, PLEAT, 20x25x2: 11.2 sq. ft. media area;	Air Handler	13020252	Filter,Pleat,20x25x2	11.2 Sq Ft Media Area	Per EA	2W233	46,583 EA	\$2.95	137,478.08	Exact Match
4.55	FILTER, PLEAT, 20x25x2: 15.7 sq. ft. media area;	Air Handler	13220252	Filter,Pleat,20x25x2	15.7 Sq Ft Media Area	Per EA	6B930	25,451 EA	\$4.14	105,335.33	Exact Match
4.56	FILTER, PLEAT, 20x30x1: 7.3 sq. ft. media area, 30 in nominal width;	Air Handler	13020301	Filter,Pleat,20x30x1	7.3 Sq Ft Media Area,30 In Nominal Width	Per EA	6B992	5,693 ea	\$4.93	28,091.40	Exact Match
4.57	FILTER, PLEAT, 24x24x1: 7.5 sq. ft. media area, 24 in nominal width;	Air Handler	13024241	Filter,Pleat,24x24x1	7.5 Sq Ft Media Area,24 In Nominal Width	Per EA	5W513	4,583 ea	\$2.79	12,785.42	Exact Match
4.58	FILTER, PLEAT, 24x24x2: 12.4 sq. ft. media area;	Air Handler	13024242	Filter,Pleat,24x24x2	12.4 Sq Ft Media Area	Per EA	2W235	35,274 EA	\$3.31	116,778.99	Exact Match
4.59	FILTER, PLEAT, 24x24x2: 18.1 sq. ft. media area;	Air Handler	13224242	Filter,Pleat,24x24x2	18.1 Sq Ft Media Area	Per EA	6B924	26,215 EA	\$4.48	117,534.95	Exact Match
4.60	FILTER, PLEAT, 24x24x4: 22.5 sq. ft. media area;	Air Handler	13024244	Filter,Pleat,24x24x4	22.5 Sq Ft Media Area	Per EA	2W239	4,952 EA	\$5.78	28,606.05	Exact Match
4.61	FILTER, PLEAT, 24x24x4: 29.0 sq. ft. media area;	Air Handler	13224244	Filter,Pleat,24x24x4	29.0 Sq Ft Media Area	Per EA	6B923	3,861 EA	\$7.46	28,819.95	Exact Match
4.62	GRILL, RETURN AIR, 12 X 12: 12 in max duct height;	Ameri-Flow	372W12x12	Grill,Return Air,12x12	12 In Max Duct Height	Per EA	3CC41	768 EA	\$4.10	3,146.61	Exact Match
4.63	GUARD, THERMOSTAT: 3 13/16 in height, 3 1/8 in depth;	White Rodgers	F29-0193	Guard,Thermostat,Clear	Clear Plastic,Includes 2 Bases And 1 Key	Per EA	2E379	361 EA	\$8.41	3,035.49	Description Match
4.64	GUARD, THERMOSTAT: 4 1/2 in height, 3 3/8 in depth;	White Rodgers	F29-0222	Guard,Thermostat,Clear	High Impact Plastic,W/Mtg Hdwe/2 Keys	Per EA	2E706	291 EA	\$8.30	2,414.88	Description Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
4.65	GUARD, THERMOSTAT, CLEAR: high impact plastic, W/MTG HDWE/2 keys;	Import	2E706-G	Guard,Thermostat,Clear	High Impact Plastic,W/Mtg Hdwe/2 Keys	Per EA	2E706	940 EA	\$8.94	8,403.60	Exact Match
4.66	GUARD, THERMOSTAT, CLEAR: clear plastic, includes 2 bases and 1 key;	Import	2E379-G	Guard,Thermostat,Clear	Clear Plastic,Includes 2 Bases And 1 Key	Per EA	2E379	386 EA	\$8.41	3,245.71	Exact Match
4.67	GUARD, THERMOSTAT, CLEAR: high impact plastic, W/MTG HDWE/2 keys;	Import	2E430-G	Guard,Thermostat,Clear	High Impact Plastic,W/Mtg Hdwe/2 Keys	Per EA	2E430	385 EA	\$12.75	4,909.05	Exact Match
4.68	GUARD, THERMOSTAT, CLEAR: high impact plastic, W/MTG HDWE/2 keys;	Honeywell	4E649-G	Guard,Thermostat,Clear	High Impact Plastic,W/Mtg Hdwe/2 Keys	Per EA	4E649	375 EA	\$13.87	5,200.00	Exact Match
4.69	GUARD, THERMOSTAT, CLEAR: high impact plastic, W/MTG HDWE/2 keys;	Import	2E999-G	Guard,Thermostat,Clear	High Impact Plastic,W/Mtg Hdwe/2 Keys	Per EA	2E999	275 EA	\$9.52	2,618.00	Exact Match
4.70	HEATER, BASEBOARD AREA: 750/1500 W, 120 V, 2559/5118 BTUH, 12.5 A;	Air King	8605	Heater,Baseboard Area	750/1500 W,120 V,2559/5118 Btuh,12.5 A	Per EA	3LY42	167 EA	\$38.46	6,422.15	Exact Match
4.71	HEATER, CERAMIC, 120 V: 900/1200/1500 W, 3073/5122 BTUH;	Dakota Designs	3LY43	Heater,Ceramic,120 V	900/1200/1500 W,3072/4097/5121 Btuh	Per EA	3LY43	1,453 EA	\$26.07	37,881.79	Exact Match
4.72	HEATER, CERAMIC, 120 V: 900/1500 W, 3070/5122 BTUH, 7.8/12.5 A;	Dakota Designs	3LY44-A	Heater,Ceramic,120 V	900/1500 W,3070/5121 Btuh,7.8/12.5 A	Per EA	3LY44	668 EA	\$37.42	24,994.65	Exact Match
4.73	HEATER, CERAMIC, 120 V: 900/1500 W, 3070/5118 BTUH, 12.5 A;	Air King	8540	Heater,Ceramic,120 V	900/1500 W,3070/5118 Btuh,12.5 A	Per EA	3LY41	181 EA	\$45.73	8,277.73	Exact Match
4.74	HEATER, OIL FILLED, 12 A: 600/900/1500 W, 120 V, 4780 BTUH;	Dakota Designs	3LY45	Heater,Oil Filled,12 A	600/900/1500 W,120 V,5121 Btuh	Per EA	3LY45	380 EA	\$45.08	17,129.31	Exact Match
4.75	HEATER, SPACE, 120V: 1300/1500 W, 4436/5120, 12.5A;	Dayton	3VU33	Heater,Space,120v	1300/1500 W,4436/5120,12.5a	Per EA	3VU33	2,066 EA	\$23.05	47,614.22	Exact Match
4.76	HEATER, SPACE, 120V: 600/900/1500 W, 2047/3071/5120 BTUH;	Dayton	3VU31	Heater,Space,120v	600/900/1500 W,2047/3071/5120 Btuh	Per EA	3VU31	621 EA	\$47.40	29,433.70	Exact Match
4.77	HEATER, SPACE 120V: 1300/1500 W, 4436/5120 BTUH, 12.5 A;	Dayton	3VU32	Heater,Space,120v	1300/1500 W,4436/5120 Btuh,12.5 A	Per EA	3VU32	465 EA	\$23.21	10,790.74	Exact Match
4.78	HEATER, TURBO, 120V: 900/1500 W, 3070/5118 BTUH, 12.5 A;	Air King	8440	Heater,Turbo,120 V	900/1500 W,3070/5118 Btuh,12.5 A	Per EA	3LY40	438 EA	\$22.82	9,994.58	Exact Match
4.79	INSULATION, PIPE: 5.3 R factor, ¼ in wall thickness;	Therma-cel	6XE068078	Insulation,Pipe	5.3 R Factor,3/4 In Wall Thickness	Per EA	3W305	503 EA	\$2.93	1,474.51	Exact Match
4.80	INSULATION, PIPE: 2.4 R factor, 3/8 in wall thickness;	Therma-cel	6XE038058	Insulation,Pipe	2.4 R Factor,3/8 In Wall Thickness	Per EA	3W190	496 EA	\$1.08	537.81	Exact Match
4.81	INSULATION, PIPE: 3.0 R Factor, ½ in wall thickness;	Therma-cel	6XE48078	Insulation,Pipe	3.0 R Factor,1/2 In Wall Thickness	Per EA	3W300	426 EA	\$1.78	756.45	Description Match
4.82	INSULATION, PIPE: 2.3 R factor, 3/8 in wall thickness;	Therma-cel	6XE038078	Insulation,Pipe	2.3 R Factor,3/8 In Wall Thickness	Per EA	3W192	374 EA	\$1.22	456.28	Exact Match
4.83	INSULATION, PIPE: 2.6 R factor, ½ in wall thickness;	Therma-cel	6XE048158	Insulation,Pipe	2.6 R Factor,1/2 In Wall Thickness	Per EA	3W303	270 EA	\$3.12	843.56	Exact Match
4.84	PAD, REPLACEMENT: 31 in width, 34 1/8 in depth;	Essick Air Products	EP 60	Pad,Replacement	31 In Width,34 1/8 In Depth	Per EA	4C697	302 EA	\$17.03	5,141.55	Exact Match
4.85	REFRIGERANT, 30 LB: light green cylinder color, R22 HCFC;	Forane	R-22	Refrigerant,30 Lb	Light Green Cylinder Color,R22 Hcfc	Per EA	2W198	3,505 EA	\$93.06	326,175.30	Exact Match
4.86	STRIP, SEAL, 25 FT: ¾ in width, 7/16 in thickness;	Permatite	7625	Strip,Seal,25 Ft	3/4 In Width,7/16 In Thickness	Per EA	2X595	463 EA	\$13.33	6,171.13	Exact Match
4.87	SUBBASE, THERMOSTAT: taupe;	Honeywell	Q7300A2008	Subbase,Thermostat	Taupe	Per EA	3UC36	194 EA	\$36.10	7,002.62	Exact Match
4.88	TABLET, ANTI CLOG: up to 5 tons;	Virginia KMP	FT/C	Tablet,Anti Clog	Up To 5 Tons	Per EA	6E798	407 EA	\$2.46	999.90	Exact Match
4.89	TABLET, ANTI CLOG: 5 to 15 ton;	Virginia KMP	AT/C	Tablet,Anti Clog	5 To 15 Ton	Per EA	6E797	307 EA	\$6.09	1,869.80	Exact Match
4.90	TAPE, CORK INSULATION: 1/8 x 2 in x 30 ft;	Virginia KMP	PT-1	Tape,Cork Insulation	1/8 X 2 In X 30 Ft	Per EA	4E306	465 EA	\$6.58	3,060.83	Exact Match
4.91	TAPE, FOAM INSULATION: 1/8 in x 2 in x 30 ft;	Virginia KMP	K-501	Tape,Foam Insulation	1/8 In X 2 In X 30 Ft	Per EA	4E309	1,094 EA	\$5.72	6,257.98	Exact Match
4.92	THERMOSTAT, 24 V: heat only, 40-90 deg f control range;	Honeywell	T87F2873	Thermostat,24 V	Heat Only,40-90 Deg F Control Range	Per EA	2E096	408 EA	\$22.56	9,203.94	Exact Match
4.93	THERMOSTAT, BUILT IN: 120-240 V, 25 A, SPST contact form;	Q Mark	MT-1	Thermostat,Built In	120-240 V,25 A,Spst Contact Form	Per EA	2E569	301 EA	\$46.56	14,014.56	Exact Match
4.94	THERMOSTAT, COMMERCIAL: 2 cooling stages, 2 heating stages, taupe;	Honeywell	T7300D2007	Thermostat,Electronic	2 Cooling Stages,3 Heating Stages	Per EA	1RC50	327 EA	\$90.33	29,538.13	Description Match
4.95	THERMOSTAT, PNEUMATIC: 2 pipe, 1 temperature, DA contact action;	Honeywell	TP970A2004	Thermostat,Pneumatic	2 Pipe,1 Temperature,Da Contact Action	Per EA	3UC87	318 EA	\$55.79	17,741.01	Exact Match
4.96	VALVE, PIERCE/CHARGE: for line outside DIA 1/4, 5/16, 3/8 in;	Bullet	BPV-31	Valve,Pierce/Charge	For Line Outside Dia 1/4,5/16,3/8 In	Per EA	6X898	867 EA	\$1.83	1,589.50	Exact Match

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
4.97	VALVE, PIERCE/CHARGE: for line outside DIA 1/2, 5/8 in;	Bullet	BPV-21	Valve,Pierce/Charge	For Line Outside Dia 1/2,5/8 In	Per EA	6X899	287 EA	\$1.95	560.45	Exact Match
5) LIGHTING											
5.01	BALLAST, 2 F32T8, LOW: 120-277V, electronic, parallel, Min temp of;	General Electric	GE-232-MAX-L/ULTRA	Ballast,2 F32t8,Low	120-277v,Electronic,Parallel,Min Temp Of	Per EA	3CB62	2,479 EA	\$8.81	21,842.74	Exact Match
5.02	BALLAST, 2 F32T8, NORMAL: 120-277V, electronic, parallel, min temp of; If bidding other than "As Specified" bidder must submit manufacturer's brochure with the bid	General Electric	GE-232-MAX-N/ULTRA	Ballast,2 F32t8,Normal	120-277v,Electronic,Parallel,Min Temp Of	Per EA	3CB66	6,873 EA	\$8.81	60,558.77	Exact Match
5.03	BALLAST, 4 F32T8, NORMAL: 120-277V, electronic, parallel, min temp of;	General Electric	GE-432-MAX-N/ULTRA	Ballast,4 F32t8,Normal	120-277v,Electronic,Parallel,Min Temp Of	Per EA	3CB68	6,078 EA	\$11.94	72,598.33	Exact Match
5.04	BALLAST, F17T8 LAMP: electronic, 4 lamps, 120 v input voltage;	Advance Transformer	REL-4P32-SC	Ballast,F17t8 Lamp	Electronic,4 Lamps,120 V Input Voltage	Per EA	3V553	15,895 EA	\$11.46	182,156.70	Exact Match
5.05	BALLAST, F25T8 LAMP: electronic, 2 lamps, 120V, instant start;	Advance Transformer	REL-2P32-SC	Ballast,F25t8 Lamp	Electronic,2 Lamps,120v,Instant Start	Per EA	4PL72	15,507 EA	\$9.33	144,680.31	Exact Match
5.06	BALLAST, F25T8 LAMP: electronic, 2 lamps, 277 V I/P voltage;	Advance Transformer	VEL-2P32-SC	Ballast,F25t8 Lamp	Electronic,2 Lamps,277 V I/P Voltage	Per EA	4PL80	7,566 EA	\$9.75	73,768.50	Exact Match
5.07	BALLAST, F25T8 LAMP: electronic, 4 lamps, 277 V input voltage;	Advance Transformer	VEL-4P32-SC	Ballast,F25t8 Lamp	Electronic,4 Lamps,277 V Input Voltage	Per EA	3V554	4,645 EA	\$11.98	55,647.10	Exact Match
5.08	BALLAST, F26DBX LAMP: electronic, 2 lamps;	Advance Transformer	ICF-2S26-H1-LDK	Ballast,F26dbx Lamp	Electronic,2 Lamps	Per EA	4ZZ35	4,652 EA	\$17.61	81,921.72	Exact Match
5.09	BALLAST, F30T12 LAMB: electronic, 2 lamps, 120 V input voltage;	Advance Transformer	REL-2S40-SC	Ballast,F30t12 Lamp	Electronic,2 Lamps,120 V Input Voltage	Per EA	3V601	2,485 EA	\$13.35	33,174.75	Exact Match
5.10	BALLAST, F32T8: less than 10% THD, electronic;	Advance Transformer	ICN4P32SC	Ballast,F32t8	Less Than 10% Thd,Electronic	Per EA	1VN22	10,358 EA	\$12.25	126,885.50	Exact Match
5.11	BALLAST, F32T8 LAMP: electronic, 2 lamps;	Advance Transformer	ICN-2P32-SC	Ballast,F32t8 Lamp	Electronic,2 Lamps	Per EA	5YG69	9,023 EA	\$10.39	93,748.97	Exact Match
5.12	BALLAST, F32T8 LAMP: electronic, 3 lamps, 120 V input voltage;	Advance Transformer	REL-3P32-SC	Ballast,F32t8 Lamp	Electronic,3 Lamps,120 V Input Voltage	Per EA	3V551	3,507 EA	\$11.42	40,049.94	Exact Match
5.13	BALLAST, F32T8 LAMP: electronic, 3 lamps, 277 V input voltage;	Advance Transformer	VEL-3P32-SC	Ballast,F32t8 Lamp	Electronic,3 Lamps,277 V Input Voltage	Per EA	3V552	2,978 EA	\$11.42	34,008.76	Exact Match
5.14	BALLAST, F40T10 LAMP: electromagnetic, 2 lamps;	Advance Transformer	V-2S40-TP	Ballast,F40t10 Lamp	Electromagnetic,2 Lamps	Per EA	5X419	5,976 EA	\$8.72	52,110.72	Exact Match
5.15	BALLAST, F40T12 LAMP: electromagnetic, 2 lamps;	Advance Transformer	R-2S40-TP	Ballast,F40t12 Lamp	Electromagnetic,2 Lamps	Per EA	6X922	17,843 EA	\$7.90	140,959.70	Exact Match
5.16	BALLAST, F40T12 LAMP: electronic, 2 lamps, 277 V input voltage;	Advance Transformer	VEL-2S40-SC	Ballast,F40t12 Lamp	Electronic,2 Lamps,277 V Input Voltage	Per EA	3V602	2,148 EA	\$13.35	28,675.80	Exact Match
5.17	BALLAST, F96T12 LAMP: magnetic, 2 lamps, 120 V input voltage;	Advance Transformer	R-2E75-S-TP	Ballast,F96t12 Lamp	Magnetic,2 Lamps,120 V Input Voltage	Per EA	6X923	3,235 EA	\$14.48	47,753.01	Exact Match
5.18	FLASHLIGHT, AA, BLACK: 2,200 candelas candle power, 2 batteries;	Mag Instrument	M2A016	Flashlight,AA,Black	2,200 Candelas Candle Power,2 Batteries	Per EA	2V924	4,770 EA	\$8.01	38,227.34	Exact Match
5.19	FLASHLIGHT, D, YELLOW: standard flashlight, hanger ring;	Rayovac	IN2	Flashlight,D,Yellow	Standard Flashlight,Hanger Ring	Per EA	2V542	7,351 EA	\$2.73	20,063.91	Exact Match
5.20	FLASHLIGHT, D, YELLOW: standard flashlight, hanger ring; 2,494 EA	Rayovac	IN3	Flashlight,D,Yellow	Standard Flashlight,Hanger Ring	Per EA	6V371	2,494 ea	\$3.49	8,714.33	Exact Match
5.21	FLASHLIGHT, UTILITY, D: yellow, hanger ring, no switch guard;	Rayovac	IV2D	Flashlight,Utility,D	Yellow,Hanger Ring,No Switch Guard	Per EA	6XT35	2,984 ea	\$1.65	4,914.82	Exact Match
5.22	FLUORESCENT LAMP, 30W: cool, CRI 81, 20K HR, 4100 temp;	General Electric	F32T8/SP41/IS/WM/ECO	F32t8/Sp41/Is/Wm/Eco	Lamp,30w,Cool,Cri 81,20k Hr,4100 Temp	Per EA	6YG55	5,992 EA	\$1.61	9,653.78	Exact Match
5.23	FLUORESCENT LAMP, 30W: cool, CRI 81, 25K HR, 4100 temp;	General Electric	F32T8/XL/SP41/IS/WM/ECO	F32t8/XI/Sp41/Is/Wmeco	Lamp,30w,Cool,Cri 81,25k Hr,4100 Temp	Per EA	1NZ20	8,607 EA	\$1.78	15,301.33	Exact Match
5.24	FLUORESCENT LAMP, 32W: enhanced neutral, CRI 86, 24K HR;	General Electric	F32T8/XL/SPX35/ECO	F32t8/XI/Spx35/Eco	Lamp,32w,Enhanced Neutral,Cri 86,24k Hr	Per EA	4WW59	12,172 EA	\$1.66	20,151.42	Exact Match
5.25	FLUORESCENT LAMP, 32W: enhanced cool, CRI 86, 24K HR;	General Electric	F32T8/XL/SPX41/ECO	F32t8/XI/Spx41/Eco	Lamp,32w,Enhanced Cool,Cri 86,24k Hr	Per EA	4WW60	13,775 EA	\$1.66	22,805.28	Exact Match
5.26	FLUORESCENT LAMP, COOL WHITE: CRI 60, 14K HR, 22.5 in, T12;	General Electric	F35CW/U/6/WM	F35cw/U/6/Wm	Cool White,Cri 60,14k Hr,22.5 In,T12	Per EA	3V528	17,275 EA	\$3.28	56,623.61	Exact Match
5.27	LAMP, 100A, A19, 100W: incandescent, 120 V, 750 HR, medium base;	General Electric	100A	Lamp,100a,A19,100 W	Incandescent,120 V,750 Hr,Medium Base	Per EA	5V600	25,854 EA	\$0.23	6,032.60	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
5.28	LAMP, 100A, A19, 100W: incandescent, 130/120 V, 750/1950 hr, medium;	General Electric	100A	Lamp,100a,A19,100 W	Incandescent,130/120 V,750/1950hr,Medium	Per EA	2V328	16,618 EA	\$0.24	4,062.18	Exact Match
5.29	LAMP, 100A/90WM, A19, 90W: incandescent, 120 V, 1K HR, medium base;	General Electric	100A/90WM	Lamp,100a/90wm,A19,90w	Incandescent,120 V,1 K Hr,Medium Base	Per EA	4V557	5,436 ea	\$0.23	1,268.40	Exact Match
5.30	LAMP, 100A/RS, A21, 100W: incandescent, 120 V, 1K HR, medium base;	General Electric	100A/RS	Lamp,100a/Rs,A21,100 W	Incandescent,120 V,1 K Hr,Medium Base	Per EA	2V293	22,457 EA	\$0.99	22,207.48	Exact Match
5.31	LAMP, 100PAR/H/FL, 100W: PAR38, halogen, 120 V, 2 K HR, 5 5/16 in L;	General Electric	100PAR/H/FL25	Lamp,100par/H/FI,100 W	Par38,Halogen,120 V,2 K Hr,5 5/16 In L	Per EA	3JK34	5,297 EA	\$2.19	11,594.54	Exact Match
5.32	LAMP, 120 V, 120MB, 0.03A: indicator, 0.36 candelas candle power;	General Electric	TEL/120MB	Lamp,120 V,120mb,0.03a	Indicator,0.36 Candelas Candle Power	Per EA	1E855	7,846 EA	\$0.54	4,271.71	Exact Match
5.33	LAMP, 14 V, 37, 0.09A: auto, 0.50 candelas Candlepower;	General Electric	37	Lamp,14 V,37,0.09a	Auto,0.50 Candelas Candle Power	Per EA	6VC31	26,290 EA	\$0.14	3,797.44	Exact Match
5.34	LAMP, 150A, A21, 150 W: incandescent, 130/120 V, 750/1950HR, medium;	General Electric	150 A21/IF	Lamp,150a,A21,150 W	Incandescent,130/120 V,750/1950hr,Medium	Per EA	2V329	5,842 EA	\$0.52	3,050.82	Exact Match
5.35	LAMP, 15A15, A15, 15 W: incandescent, 130 V, 2.5 K HR, medium base;	General Electric	15A15	Lamp,15a15,A15,15 W	Incandescent,130 V,2.5 K Hr,Medium Base	Per EA	2V512	9,418 EA	\$0.37	3,453.27	Exact Match
5.36	LAMP, 15T6, T6, 15 W: incandescent, 145 V, 2 K HR, candelabra;	General Electric	15T6	Lamp,15t6,T6,15 W	Incandescent,145 V,2 K Hr,Candelabra	Per EA	4V450	11,409 EA	\$1.08	12,296.37	Exact Match
5.37	LAMP, 15T6, T6, 15 W: incandescent, 120 V, 2 K HR, Candelabra;	General Electric	15T6	Lamp,15t6,T6,15 W	Incandescent,120 V,2 K Hr,Candelabra	Per EA	1E545	6,028 EA	\$0.76	4,554.49	Exact Match
5.38	LAMP, 20T6 1/2 /F, 20 W: T6 1/2, incandescent, 120 V, 7 K HR;	General Electric	20T61/2/F	Lamp,20t6 1/2 /F,20 W	T6 1/2,Incandescent,120 V,7 K Hr	Per EA	4V479	7,460 EA	\$1.00	7,460.00	Exact Match
5.39	LAMP, 28 V, 85, 0.04A: indicator, 0.30 candelas candlepower;	General Electric	85	Lamp,28 V,85,0.04a	Indicator,0.30 Candelas Candle Power	Per EA	1C460	5,396 EA	\$0.64	3,477.42	Exact Match
5.40	LAMP, 360 W, ENX-5, 86 V: MR16 bulb, 2 PIN oval base;	General Electric	ENX-5	Lamp,360 W,Enx-5,86 V	Mr16 Bulb,2 Pin Oval Base	Per EA	1E026	5,580 EA	\$6.00	33,480.00	Exact Match
5.41	LAMP, 40A, A19, 40 W: incandescent, 120 V, 1 K HR, medium base;	General Electric	40A	Lamp,40a,A19,40 W	Incandescent,120 V,1 K Hr,Medium Base	Per EA	5V597	5,380 EA	\$0.23	1,255.33	Exact Match
5.42	LAMP, 40A15 CD, A15, 40 W: incandescent, 120 V, 1.5 K HR, medium base;	General Electric	40A15 CD	Lamp,40a15 Cd,A15,40 W	Incandescent,120 V,1.5 K Hr,Medium Base	Per EA	5V755	5,662 ea	\$0.33	1,887.33	Exact Match
5.43	LAMP, 6.3 V, 755, 0.15A: indicator, 0.33 candelas candlepower;	General Electric	755	Lamp,6.3 V,755,0.15a	Indicator,0.33 Candelas Candle Power	Per EA	6VF17	7,828 ea	\$0.37	2,870.27	Exact Match
5.44	LAMP, 60A, A19, 60 W: incandescent, 120 V, 1 K HR, medium base;	General Electric	60A	Lamp,60a,A19,60 W	Incandescent,120 V,1 K Hr,Medium Base	Per EA	5V598	60,951 EA	\$0.23	14,221.90	Exact Match
5.45	LAMP, 60A, A19, 60 W: incandescent, 130/120 V, 1/2.6 K HR, medium;	General Electric	60A	Lamp,60a,A19,60 W	Incandescent,130/120 V,1/2.6 K Hr,Medium	Per EA	2V327	58,317 EA	\$0.24	14,255.27	Exact Match
5.46	LAMP, 60A/52WM, A19, 52 W: incandescent, 120 V, 1330 HR, medium base;	General Electric	60A/52WM	Lamp,60a/52wm,A19,52 W	Incandescent,120 V,1330 Hr,Medium Base	Per EA	4V553	12,680 ea	\$0.23	2,958.67	Exact Match
5.47	LAMP, 60A/52WM, A19, 52 W: incandescent, 130/120V, 1/2.65 K HR, medium;	General Electric	60A/52WM	Lamp,60a/52wm,A19,52 W	Incandescent,130/120v,1/2.65 K Hr,Medium	Per EA	4V554	9,265 EA	\$0.29	2,676.56	Exact Match
5.48	LAMP, 60A/S, A19, 60 W: incandescent, 120 V, 3 K HR, medium brass;	General Electric	60A/S	Lamp,60a/S,A19,60 W	Incandescent,120 V,3 K Hr,Medium Brass	Per EA	4V465	8,598 EA	\$0.47	4,012.40	Exact Match
5.49	LAMP, 60A/S, A19, 60 W: incandescent, 130/120 V, 3/8.3 K HR	General Electric	60A/S	Lamp,60a/S,A19,60 W	Incandescent,130/120 V,3/8.3 K Hr	Per EA	5V466	6,783 ea	\$0.63	4,295.90	Exact Match
5.50	LAMP, 60A/W, A19, 60 W: incandescent, 120 V, 1 K HR, medium base;	General Electric	60A/W	Lamp,60a/W,A19,60 W	Incandescent,120 V,1 K Hr,Medium Base	Per EA	5V612	6,995 EA	\$0.24	1,709.89	Exact Match
5.51	LAMP, 65R/FL/MI-1, 65 W: BR30, incandescent, 120 V, 2 KHR, 5 3/8 in L;	General Electric	65R/FL/MI-1	Lamp,65r/FI/MI-1,65 W	Br30,Incandescent,120 V,2 Khr,5 3/8 In L	Per EA	1K401	6,590 EA	\$1.00	6,590.00	Exact Match
5.52	LAMP, 65R30/FL, BR30, 65W: incandescent, 130 V, 2 K HR, medium base;	General Electric	65R30/FL 130V	Lamp,65r30/FI,Br30,65w	Incandescent,130 V,2 K Hr,Medium Base	Per EA	2F214	7,401 EA	\$1.17	8,634.50	Functional Match
5.53	LAMP, 6S6 TRAY, S6, 6 W: incandescent, 130 V, 1.5 K HR, candelabra;	General Electric	6S6	Lamp,6s6 Tray,S6,6 W	Incandescent,130 V,1.5 K Hr,Candelabra	Per EA	4V443	5,245 EA	\$0.74	3,904.61	Exact Match
5.54	LAMP, 75A, A19, 75 W: incandescent, 120 V, 750 HR, medium base;	General Electric	75A	Lamp,75a,A19,75 W	Incandescent,120 V,750 Hr,Medium Base	Per EA	5V599	27,273 EA	\$0.23	6,363.70	Exact Match
5.55	LAMP, 75A, A19, 75 W: incandescent, 130/120 V, 750/1950 HR; medium;	General Electric	75A	Lamp,75a,A19,75 W	Incandescent,130/120 V,750/1950hr,Medium	Per EA	2V476	22,542 ea	\$0.24	5,510.27	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
5.56	LAMP, 75A/67WM, A19, 67W: incandescent, 130/120 V, ½.6 K HR, medium;	General Electric	75A/67WM	Lamp,75a/67wm,A19,67 W	Incandescent,130/120 V,1/2.6 K Hr,Medium	Per EA	4V556	7,090 EA	\$0.29	2,048.22	Exact Match
5.57	LAMP, 75A/67WMP/99, 67 W: A19, incandescent, 130/120 V, 2.5/6.8 K HR;	General Electric	75A/67WMP/99	Lamp,75a/67wmp/99,67 W	A19,Incandescent,130/120 V,2.5/6.8 K Hr	Per EA	4V111	9,909 EA	\$0.37	3,633.30	Exact Match
5.58	LAMP, 90PAR/H/FL25, 90 W: PAR38, halogen, 120 V, 2.5 K HR, 5 5/16 in L;	General Electric	90PAR/H/FL25	Lamp,90par/H/FL25,90 W	Par38, Halogen, 120 V,2.5 K Hr,5 5/16 In L	Per EA	2V791	8,152 EA	\$2.18	17,753.24	Exact Match
5.59	LAMP, F13BX, 13 W: plug in, GX23 (2 pin), 10K HR, soft white;	General Electric	F 13BX/SPX27/827	Lamp,F13bx,13 W	Plug In,Gx23 (2 Pin),10k Hr,Soft White	Per EA	2V835	22,972 EA	\$1.17	26,800.67	Exact Match
5.60	LAMP, F13BX, 13 W: plug in, GX23 (2 pin), 10K HR, cool white;	General Electric	F13BX/SPX41/841	Lamp,F13bx,13 W	Plug In,Gx23 (2 Pin),10k Hr,Cool White	Per EA	6V712	8,906 EA	\$1.17	10,390.33	Exact Match
5.61	LAMP, F13BX, 13 W: plug in, GX23 (2pin), 10K HR, neutral white;	General Electric	F 13BX/SPX35/835	Lamp,F13bx,13 W	Plug In,Gx23 (2pin),10k Hr,Neutral White	Per EA	3V632	5,200 EA	\$1.17	6,066.67	Exact Match
5.62	LAMP, F15T8/CW, 15 W: cool white, CRI 60, 7.5KHR, 4100 temp, 18 in;	General Electric	F15T8/CW	Lamp,F15t8/Cw,15 W	Cool White,Cri 60,7.5khr,4100 Temp,18 In	Per EA	1V173	6,369 EA	\$1.10	7,005.90	Exact Match
5.63	LAMP, F17T8/SP35/ECO: 17W, neutral, CRI 78, 20KHR, 3500 TEMP, 24 IN;	General Electric	F17T8/SP35/ECO	Lamp,F17t8/Sp35/Eco	17w,Neutral,Cri 78,20khr,3500 Temp,24 In	Per EA	6XT97	8,543 EA	\$1.48	12,624.66	Exact Match
5.64	LAMP, F17T8/SP41/ECO: 17W, cool, CRI 78, 20K HR, 4100 TEMP, 24 IN;	General Electric	F17T8/SP41/ECO	Lamp,F17t8/Sp41/Eco	17w,Cool,Cri 78,20k Hr,4100 Temp,24 In	Per EA	6XT99	15,709 EA	\$1.48	23,214.41	Exact Match
5.65	LAMP, F17T8/SPX35/ECO: 17W, enhanced neutral, CRI 86, 20K HR, 24 IN;	General Electric	F 17T8/SPX35/ECO	Lamp,F17t8/Spx35/Eco	17w,Enhanced Neutral,Cri 86,20k Hr,24 In	Per EA	6XT98	10,513 EA	\$1.70	17,872.10	Exact Match
5.66	LAMP, F20T12/CW, 20 W: cool white, CRI 60, 9K HR, 4100 TEMP, 24 IN;	General Electric	F20T12/CW	Lamp,F20t12/Cw,20 W	Cool White,Cri 60,9k Hr,4100 Temp,24 In	Per EA	2V896	18, 280 EA	\$1.04	19,092.44	Exact Match
5.67	LAMP, F25T8/SP41/ECO: 25W, cool, CRI 78, 20K HR, 4100 TEMP, 36 IN;	General Electric	F25T8/SP41/ECO	Lamp,F25t8/Sp41/Eco	25w,Cool,Cri 78,20k Hr,4100 Temp,36 In	Per EA	6XV06	10,370 EA	\$1.48	15,324.56	Exact Match
5.68	LAMP, F26DBX, 26 W: PLUG IN, G24D-3 (2 PIN), 10K HR neutral;	General Electric	F26DBXT4/SPX35	Lamp,F26dbx,26 W	Plug In,G24d-3 (2 Pin),10k Hr,Neutral	Per EA	2D036	13,921 EA	\$3.43	47,795.43	Exact Match
5.69	LAMP, F26DBX, 26 W: PLUG IN, G24D-3 (2 PIN), 10K HR cool white;	General Electric	F26DBXT4/SPX41	Lamp,F26dbx,26 W	Plug In,G24d-3 (2 Pin),10k Hr,Cool White	Per EA	2D038	5,234 EA	\$3.43	17,970.07	Exact Match
5.70	LAMP, F26DBX/4P, 26 W: PLUG IN, G24Q-3 (4 PIN), 12K HR neutral;	General Electric	F26DBX/SPX35/4P	Lamp,F26dbx/4p,26 W	Plug In,G24q-3 (4 Pin),12k Hr,Neutral	Per EA	2D046	8,472 ea	\$3.49	29,557.87	Exact Match
5.71	LAMP, F26DBX/4P, 26 W: PLUG IN, G24Q-3 (4 PIN), 12K HR cool white;	General Electric	F26DBX/SPX41/4P	Lamp,F26dbx/4p,26 W	Plug In,G24q-3 (4 Pin),12k Hr,Cool White	Per EA	2D047	6,301 ea	\$3.49	21,983.49	Exact Match
5.72	LAMP, 23W/CFL/3U, 23 W: medium, 6K Hr, warm white, T4 triple bi-ax;	Lumapro	1 VP 19	Lamp,23w/Cfl/3u,23 W	Medium,6k Hr,Warm White,T4 Triple Biax	Per EA	1VP19	2,606 ea	\$6.69	17,440.66	Exact Match
5.73	LAMP, 26W/CFL/SPIRAL: 26 W, medium, 6K Hr, warm white, Hlx (HELIX);	Lumapro	1 VP 17	Lamp,26w/Cfl/Spiral	26 W,Medium,6k Hr,Warm White,Hlx (Helix)	Per EA	1VP17	2,162 ea	\$7.58	16,382.56	Exact Match
5.74	LAMP, REPLACEMENT, PK2: for use with 2V924, 4V018, and 4V380;	Mag Instrument	LM2A001	Lamp,Replacement,Pk2	For Use With 2v924, 4v018, And 4v380	Per Pkg	4V032	8,479 Pkg	\$1.18	9,975.29	Exact Match
5.75	LIGHT, EMERGENCY: 10.8 W power @ 90 minutes;	Lithonia	ELM2	Light,Emergency	10.8 W Power @ 90 Minutes	Per EA	4PH08	2,633 EA	\$29.40	77,397.81	Exact Match
5.76	SLEEVE, SAFETY, 48 IN: clear sleeve color, universal pin end cap;	Thermoplastic Process	TP312W/T12-CLEAR	Sleeve,Safety,48 In	Clear Sleeve Color,Universal Pin End Cap	Per EA	3V319	9,002 EA	\$0.77	6,905.06	Exact Match
5.77	SLEEVE, SAFETY, 48 IN: clear sleeve color, universal pin end cap;	Thermoplastic Process	T125W/T8-CLEAR	Sleeve,Safety,48 In	Clear Sleeve Color,Universal Pin End Cap	Per EA	1E522	6,532 EA	\$0.89	5,797.15	Exact Match
5.78	SLEEVE, SAFETY, 96 IN: clear sleeve color, universal pin end cap;	Thermoplastic Process	TP625S/T12-CLEAR	Sleeve,Safety,96 In	Clear Sleeve Color,Universal Pin End Cap	Per EA	3V320	2,486 EA	\$1.57	3,896.81	Exact Match
5.79	STARTER, FS-5, MEDIUM: 4/6/8 W lamp, 2 pins; replacement for S2;	Leviton	FS-5	Starter,Fs-5,Medium	4/6/8 W Lamp,2 Pins,Replacement For S2	Per EA	2F974	2,365 EA	\$0.52	1,226.84	Exact Match
6) MATERIAL HANDLING & STORAGE:											
6.01	BIN BOX, CARDBOARD: 2 ¼ in width, 11 in depth;	Quality	1W765	Bin Box,Cardboard	2 1/4 In Width,11 In Depth	Per EA	1W765	10,975 EA	\$0.25	2,693.86	Exact Match
6.02	BIN BOX, CARDBOARD: 6 ½ in width, 11 in depth;	Quality	1W767	Bin Box,Cardboard	6 1/4 In Width,11 In Depth	Per EA	1W767	8,475 EA	\$0.37	3,128.05	Exact Match
6.03	BIN BOX, CARDBOARD: 4 ¼ in width, 17 in depth;	Quality	1W771	Bin Box,Cardboard	4 1/4 In Width,17 In Depth	Per EA	1W771	8,125 EA	\$0.40	3,220.45	Exact Match
6.04	BIN BOX, CARDBOARD: 8 ¼ in width, 17 in depth;	Quality	1W836	Bin Box,Cardboard	8 1/4 In Width,17 In Depth	Per EA	1W836	3,325 EA	\$0.56	1,862.00	Exact Match
6.05	BIN BOX, CORRUGATED: 4 ¼ in width, 11 in depth;	Quality	1W766	Bin Box,Corrugated	4 1/4 In Width,11 In Depth	Per EA	1W766	20,250 EA	\$0.30	6,148.64	Exact Match
6.06	BIN BOX, CORRUGATED: 8 ¼ in width, 11 in depth;	Quality	1W768	Bin Box,Corrugated	8 1/4 In Width,11 In Depth	Per EA	1W768	5,525 EA	\$0.43	2,360.68	Exact Match



Exhibit C
WCSA Grainger #7006 Market Basket

WCSA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
6.07	BIN BOX, CORRUGATED: 2 ¼ in width, 17 in depth;	Quality	1W770	Bin Box,Corrugated	2 1/4 In Width,17 In Depth	Per EA	1W770	4,875 EA	\$0.36	1,763.86	Exact Match
6.08	BIN BOX, CORRUGATED: 6 ¼ in width, 17 in depth;	Quality	1W772	Bin Box,Corrugated	6 1/4 In Width,17 In Depth	Per EA	1W772	4,500 EA	\$0.48	2,151.82	Exact Match
6.09	BIN BOX, PLASTIC, BLUE: 4 in outside height;	Akro-Mils	30-120 BLUE	Bin Box,Plastic,Blue	4 In Outside Height	Per EA	5W840	7,734 EA	\$0.79	6,092.01	Exact Match
6.10	BIN BOX, PLASTIC, BLUE: 5 in outside height;	Akro-Mils	30-230-BLUE	Bin Box,Plastic,Blue	5 In Outside Height	Per EA	2W778	5,691 EA	\$1.71	9,753.50	Exact Match
6.11	BIN BOX, PLASTIC, BLUE: 4 in outside height;	Akro-Mils	30-130-BLUE	Bin Box,Plastic,Blue	4 In Outside Height	Per EA	5W841	5,320 EA	\$1.23	6,564.06	Exact Match
6.12	BIN BOX, PLASTIC, BLUE: 4 in outside height;	Akro-Mils	30-128-BLUE	Bin Box,Plastic,Blue	4 In Outside Height	Per EA	5W844	4,806 EA	\$1.06	5,116.54	Exact Match
6.13	BIN BOX, PLASTIC, BLUE: 3 in outside height;	Akro-Mils	30-220-BLUE	Bin Box,Plastic,Blue	3 In Outside Height	Per EA	2W777	4,605 EA	\$0.71	3,273.09	Exact Match
6.14	BIN BOX, PLASTIC, BLUE: 4 in outside height;	Akro-Mils	30-138-BLUE	Bin Box,Plastic,Blue	4 In Outside Height	Per EA	5W845	4,233 EA	\$1.53	6,473.23	Exact Match
6.15	BIN BOX, PLASTIC, BLUE: 4 in outside height;	Akro-Mils	30-150-BLUE	Bin Box,Plastic,Blue	4 In Outside Height	Per EA	5W842	4,190 EA	\$1.34	5,633.94	Exact Match
6.16	BIN BOX, PLASTIC, RED: 4 in outside height;	Akro-Mils	30-120-RED	Bin Box,Plastic,Red	4 In Outside Height	Per EA	2W251	4,176 EA	\$0.79	3,289.40	Exact Match
6.17	BIN BOX, PLASTIC, RED: 5 in outside height;	Akro-Mils	30-230-RED	Bin Box,Plastic,Red	5 In Outside Height	Per EA	2W074	3,394 EA	\$1.71	5,816.79	Exact Match
6.18	BIN BOX, PLASTIC, YELLOW: 4 in outside height;	Akro-Mils	30-120-YELLOW	Bin Box,Plastic,Yellow	4 In Outside Height	Per EA	5W853	5,069 EA	\$0.80	4,070.80	Exact Match
6.19	BIN BOX, PLASTIC, YELLOW: 3 in outside height;	Akro-Mils	30-220-YELLOW	Bin Box,Plastic,Yellow	3 In Outside Height	Per EA	5W870	4,345 EA	\$0.71	3,088.29	Exact Match
6.20	BIN BOX, PLASTIC, YELLOW: 3 in outside height;	Akro-Mils	30-210-YELLOW	Bin Box,Plastic,Yellow	3 In Outside Height	Per EA	5W869	3,738 EA	\$0.45	1,667.72	Exact Match
6.21	BIN CUP, PLASTIC: 3 ¼ in length, 2 in width;	Akro-Mils	30-101	Bin Cup,Plastic	3 1/4 In Length,2 In Width	Per EA	4TJ75	8,897 EA	\$0.20	1,779.40	Exact Match
6.22	BOX, SHIP; STOCK, 12X10X8: 960 cu in capacity, 12 in inside height;	Quality	1W990	Box,Ship/Stock,12x10x8	960 Cu In Capacity,12 In Inside Height	Per EA	1W990	6,500 EA	\$0.76	4,963.64	Exact Match
6.23	BOX, SHIP/STOCK, 14X10IN: 1400 cu in capacity, 14 in inside height;	Quality	1W991	Box,Ship/Stock,14x10in	1400 Cu In Capacity,14 In Inside Height	Per EA	1W991	3,500 EA	\$1.84	6,452.73	Exact Match
6.24	BOX, SHIP/STOCK, 16X16 IN: 4096 cu in capacity, 16 in inside height;	Quality	3W206	Box,Ship/Stock,16x16in	4096 Cu In Capacity,16 In Inside Height	Per EA	3W206	3,170 EA	\$1.52	4,829.93	Exact Match
6.25	BOX, SHIP/STOCK, 18X14 IN: 3024 cu in capacity, 18 in inside height;	Quality	4W090	Box,Ship/Stock,18x14in	3024 Cu In Capacity,18 In Inside Height	Per EA	4W090	6,825 EA	\$1.24	8,438.18	Exact Match
6.26	BOX, SHIP/STOCK, 24X16 IN: 4608 cu in capacity, 24 in inside height;	Quality	4W093	Box,Ship/Stock,24x16in	4608 Cu In Capacity,24 In Inside Height	Per EA	4W093	5,125 EA	\$1.59	8,153.41	Exact Match
6.27	BOX, STORAGE: 10.25 in height, 15 in depth, 12 in width;	Stor-A-File	12153	Box,Storage	10.25 In Height,15 In Depth,12 In Width	Per EA	4JH77	49,736 EA	\$4.20	208,891.20	Exact Match
6.29	CHOCK, WHEEL, 8 IN DEPTH: 6 in height, 10 in width;	GGG	2A092G	Chock,Wheel,8 In Depth	6 In Height,10 In Width	Per EA	2A092	1,595 EA	\$17.07	27,231.00	Exact Match
6.30	CROSS-BAR, 1350 LB: 42 in depth;	Interlake	IA025B04200Z0000	Cross Bar,1350 Lb	42 In Depth	Per EA	6KL53	4,011 EA	\$5.60	22,461.60	Exact Match
6.31	STORAGE DEVICE: hand L hold, for use with closet storage;	Bassick	M515-60 pieces	Storage Device	Hand L Hold,For Use With Closet Storage	Per EA	6A111	4,854 EA	\$0.95	4,611.02	Exact Match
6.32	TIE DOWN, 20 IN, BLACK: uses two galvanized steel hooks;	Poly-Strap	B 18-Bk	Tie Down,20 In,Black	Uses Two Galvanized Steel Hooks	Per EA	6A964	3,970 EA	\$2.19	8,707.53	Exact Match
6.33	TIE DOWN, 26 IN, BLACK: uses two galvanized steel hooks;	Poly-Strap	B24-BK	Tie Down,26 In,Black	Uses Two Galvanized Steel Hooks	Per EA	6A968	3,171 EA	\$2.57	8,149.47	Exact Match
6.34	WRAP, STRETCH, 18 IN: 0.80 mils gauge, 1500 ft length;	Intertape	HR2031800-WG	Wrap,Stretch,18 In	0.80 Mils Gauge,1500 Ft Length	Per EA	5A410	5,594 EA	\$11.77	65,815.27	Exact Match
6.35	WRAP, STRETCH, 20 IN: 0.80 mils gauge, 1000 ft length;	GoodWrappers	BN201000	Wrap,Stretch,20 In	0.80 Mils Gauge,1000 Ft Length	Per EA	2A096	3,189 EA	\$14.78	47,146.18	Exact Match
7) METAL WORKING, WELDING & LUBRICATION:										#VALUE!	
7.01	CLOTH SHEET, 80-J GR: 9 x 11 in width x length, K225 cap code;	Norton	66261126340	Cloth Sheet,80-J Gr	9 X 11 In Width X Length,K225 Cap Code	Per EA	3UN07	2,600 EA	\$0.67	1,733.33	Exact Match
7.02	CYLINDER, PROPANE FUEL: disposable, 1 in threaded;	Bernzomatic	TX9	Cylinder,Propane Fuel	Disposable,1 In Threaded	Per EA	3X676	3,341 EA	\$2.86	9,559.44	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
7.03	DISC, 80 GRIT, BROWN: 2 in blank; If bidding other than " As Specified" bidder must submit manufacturer's brochure with the bid	Norton	66261004437	Disc,80 Grit,Brown	2 In Blank	Per EA	2D466	2,488 EA	\$0.71	1,754.36	Exact Match
7.04	DISC, FIBER, 180X GRIT: 6 in blank, R228 cap code; If bidding other than " As Specified" bidder must submit manufacturer's brochure with the bid	Norton	66261136592	Disc,Fiber,180x Grit	6 In Blank,R228 Cap Code	Per EA	3UN20	2,765 EA	\$0.65	1,807.88	Exact Match
7.05	DISC, FIBER, 80X GRIT: 6 in blank, R228 cap code;	Norton	66261136595	Disc,Fiber,80x Grit	6 In Blank,R228 Cap Code	Per EA	3UN23	2,535 EA	\$0.69	1,742.81	Exact Match
7.06	GREASE, 2 NLGI GRADE: 475 deg F min dropping point;	Mobil Oil	MOBILITH AW2	Grease,Multipurp,Pk3	2 NLGI Grade,Aw 2 Product Head	Per EA	4F982	7,628 EA	\$7.12	54,276.15	Description Match
7.07	JOBBER DRILL BIT, 1/8: 1 5/8 in flute length;	Westward	4UL46	Jobber Drill Bit,1/8	1 5/8 In Flute Length	Per EA	4UL46	3,518 EA	\$0.22	766.74	Exact Match
7.08	JOBBER DRILL BIT, 1/8: 1 5/8 in flute length;	Cle-line	C22679	Jobber Drill Bit,1/8	1 5/8 In Flute Length	Per EA	5X956	2,513 EA	\$0.34	848.14	Exact Match
7.09	JOBBER DRILL BIT, 3/16: 2 5/16 in flute length;	Westward	4UL50	Jobber Drill Bit,3/16	2 5/16 In Flute Length	Per EA	4UL50	2,083 EA	\$0.29	598.86	Exact Match
7.10	JOBBER DRILL BIT, 3/32: 1 1/4 in flute length;	Westward	4UL44	Jobber Drill Bit,3/32	1 1/4 In Flute Length	Per EA	4UL44	1,626 EA	\$0.19	304.88	Exact Match
7.11	JOBBER DRILL BIT, 5/32: 2 in flute length, 0.1562 in dec equiv;	Westward	4UL48	Jobber Drill Bit,5/32	2 In Flute Length,0.1562 In Dec Equiv	Per EA	4UL48	2,137 EA	\$0.25	541.37	Exact Match
7.12	JOBBER DRILL BIT, E, 1/4: 2 3/4 in flute length;	Westward	4UL54	Jobber Drill Bit,E,1/4	2 3/4 In Flute Length	Per EA	4UL54	2,582 EA	\$0.47	1,204.93	Exact Match
7.13	LUBE, GREASELESS, 11 OZ: 16/11 oz size/net weight;	LPS	116	Lube,Greaseless,11 Oz	16/11 Oz Size/Net Weight	Per EA	6Y743	4,247 EA	\$4.09	17,367.73	Exact Match
7.14	LUBE, WD 40, 8 OZ: with carbon dioxide propellant;	WD-40	10008	Lube,Wd 40,8 Oz	With Carbon Dioxide Propellant	Per EA	3UM45	3,711 EA	\$1.92	7,131.94	Exact Match
7.15	LUBRICANT, WD 40, 11OZ: rust preventer;	WD-40	10011	Lubricant,Wd 40,11 Oz	Rust Preventer	Per EA	3UM46	14,836 EA	\$2.36	34,992.50	Exact Match
7.16	LUBRICANT, WD 40, 16 OZ: rust preventer;	WD-40	10016	Lubricant,Wd 40,16 Oz	Rust Preventer	Per EA	3UM47	4,684 EA	\$3.06	14,337.35	Exact Match
7.17	OIL, BAR AND CHAIN: 1 qt container size;	Poulan	952-030129	Oil,Bar And Chain	1 Qt Container Size	Per EA	5KG65	1,416 EA	\$1.35	1,918.21	Exact Match
7.18	OIL, AIR COMPRESSOR: 30 SAE grade, 100-viscosity index;	Mobil Oil	RARUS 427	Oil,Air Compressor	30 SAE Grade,100 Viscosity Index	Per EA	4ZF21	4,329 ea	\$2.33	10,070.34	Description Match
7.19	OIL, COMPRESSOR, 1 QT: synthetic;	Ingersoll-Rand	37971058	Oil,Compressor,1 Qt	Synthetic	Per EA	4M578	1,502 EA	\$7.64	11,475.28	Exact Match
7.20	OIL, COMPRESSOR, 1 Gal., 3GS: -65 deg F floor point, blue cap color;	Virginia KMP	L-318	Oil,Compressor,1 G,3gs	-65 Deg F Floor Point,Blue Cap Color	Per EA	2W277	286 EA	\$11.00	3,146.39	Exact Match
7.21	PAPER SHEET, 100-C GR: 9 x 11 in width x length, A213 cap code;	Norton	66261100295	Paper Sheet,100-C Gr	9 X 11 In Width X Length,A213 Cap Code	Per EA	3UM87	3,614 EA	\$0.44	1,575.33	Exact Match
7.22	PAPER SHEET, 120-B GR: 9 x 11 in width x length, A275 cap code;	Norton	66261131632	Paper Sheet,120-B Gr	9 X 11 In Width X Length,A275 Cap Code	Per EA	4LL83	4,000 EA	\$0.38	1,538.46	Exact Match
7.23	PAPER SHEET, 120-C GR: 9 x 11 in width x length, A213 cap code;	Norton	662611-00290	Paper Sheet,120-C Gr	9 X 11 In Width X Length,A213 Cap Code	Per EA	6A039	3,020 EA	\$0.44	1,316.41	Exact Match
7.24	PAPER SHEET, 180-A GR: 9 x 11 in width x length, A212 cap code;	Norton	076607-00355	Paper Sheet,180-A Gr	9 X 11 In Width X Length,A212 Cap Code	Per EA	6A040	3,075 EA	\$0.28	867.31	Description Match
7.25	PAPER SHEET, 180-A GR: 9 x 11 in width x length, A212 cap code;	Norton	662611-00245	Paper Sheet,180-A Gr	9 X 11 In Width X Length,A212 Cap Code	Per EA	6A040	2,614 EA	\$0.28	737.28	Exact Match
7.26	PAPER SHEET, 180-B GR: 9 x 11 in width x length, A275 cap code;	Norton	66261131630	Paper Sheet,180-B Gr	9 X 11 In Width X Length,A275 Cap Code	Per EA	4LL81	3,310 EA	\$0.38	1,273.08	Exact Match
7.27	PAPER SHEET, 220-A GR: 9 x 11 in width x length, A511 cap code;	Norton	66261101488	Paper Sheet,220-A Gr	9 X 11 In Width X Length,A511 Cap Code	Per EA	3UN03	2,852 EA	\$0.27	767.85	Exact Match
7.28	PAPER SHEET, 220-B GR: 9 x 11 in width x length, A275 cap code;	Norton	66261131629	Paper Sheet,220-B Gr	9 X 11 In Width X Length,A275 Cap Code	Per EA	4LL80	6,802 EA	\$0.38	2,616.15	Exact Match
7.29	PAPER SHEET, 400-B GR: 9 x 11 in width x length, A275 cap code;	Norton	66261131624	Paper Sheet,400-B Gr	9 X 11 In Width X Length,A275 Cap Code	Per EA	4LL76	3,800 EA	\$0.38	1,461.54	Exact Match
7.30	PAPER SHEET, 60-D GR: 9 x 11 in width x length, A211 cap code;	Norton	66261100320	Paper Sheet,60-D Gr	9 X 11 In Width X Length,A211 Cap Code	Per EA	3UM88	3,410 EA	\$0.55	1,879.87	Exact Match
7.31	PAPER SHEET, 80-B GR: 9 x 11 in width x length, A275 cap code;	Norton	66261131634	Paper Sheet,80-B Gr	9 X 11 In Width X Length,A275 Cap Code	Per EA	4LL85	2,656 EA	\$0.42	1,123.69	Exact Match
7.32	PAPER SHEET, 80-D GR: 9 x 11 in width x length, A211 cap code;	Norton	662611-00315	Paper Sheet,80-D Gr	9 X 11 In Width X Length,A211 Cap Code	Per EA	6A038	4,240 EA	\$0.49	2,065.64	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
7.33	PAPER SHEET, 80-D GR: 9 x 11 in width x length, A514 cap code;	Norton	662611-01555	Paper Sheet,80-D Gr	9 X 11 In Width X Length,A514 Cap Code	Per EA	6A043	3,442 EA	\$0.47	1,632.74	Exact Match
7.34	SHEET, ABRASIVE: 600A grit, 9 x 11 in, T414 cap code;	Norton	66261139360	Sheet,Abrasive	600a Grit,9 X 11 In,T414 Cap Code	Per EA	1PP57	2,728 EA	\$0.44	1,189.13	Exact Match
7.35	SHEET, GARNET, 120-C GR: 9 x 11 in width x length, A513 cap code;	Norton	662611-01530	Sheet,Garnet,120-C Gr	9 X 11 In Width X Length,A513 Cap Code	Per EA	6A044	3,605 EA	\$0.42	1,525.19	Exact Match
7.36	SPEED GRIP DISC: 5 blank P120-C A290 vac hole D-3392;	Norton	66261130242	Speed Grip Disc	5 Blank P120-C A290 Vac Hole D-3392	Per EA	6RD32	2,738 EA	\$0.21	561.64	Exact Match
7.37	SPEED GRIP DISC: 5 blank P60-C A290 vac hole D-3392;	Norton	66261130245	Speed Grip Disc	5 Blank P60-C A290 Vac Hole D-3392	Per EA	6RD35	2,686 EA	\$0.24	654.28	Exact Match
7.38	WHEEL, 3 X 0.035 X 3/8 IN: cut off, 25465 RPM max speed;	Norton	66243510628	Wheel,3x0.035x3/8 In	Cut Off,25465 RPM Max Speed	Per EA	5A922	2,588 EA	\$0.85	2,189.85	Exact Match
7.39	WHEEL, 3 X 1/16 X 3/8 IN: cut off, 25465 RPM max speed;	Norton	66243510647	Wheel,3x1/16x3/8 In	Cut Off,25465 RPM Max Speed	Per EA	5A924	4,022 EA	\$0.85	3,403.23	Exact Match
7.40	WHEEL, 4.5 X 0.045 X 7/8 IN: cut off, 13580 RPM max speed;	Norton	66252823602	Wheel,4.5x0.045x7/8 In	Cut Off,13580 RPM Max Speed	Per EA	5GC52	5,530 ea	\$1.13	6,238.97	Exact Match
7.41	WHEEL, GRINDING, 4.5 IN: 1/4 in x 7/8 in, type 27, 13580 max RPM;	Norton	66252830611	Wheel,Grinding,4.5 In	1/4 In X 7/8 In,Type 27,13580 Max RPM	Per EA	6A076	3,748 EA	\$1.19	4,478.38	Exact Match
8) MOTORS & POWER TRANSMISSION:											
8.01	BRUSH MECHANISM, PK2: replacement, 120 voltage @ 50/60 HZ;	Ametek	33308	Brush Mechanism,Pk2	Replacement,120 Voltage @ 50/60 Hz	Per EA	1R236	251 EA	\$2.87	720.20	Exact Match
8.02	CAPACITOR MOUNTING KIT: for use with EIA UL base rating A;	Dayton	3M533	Capacitor Mounting Kit	For Use With Eia Ul Base Rating A	Per EA	3M533	517 EA	\$1.24	640.34	Exact Match
8.03	CAPACITOR, 10 MFD, 370V: 370 V, A EIA UL base, 2 7/8 in height;	General Electric	97F9002BX	Capacitor,10 Mfd,370 V	370 V,A Eia Ul Base,2 7/8 In Height	Per EA	6X656	1,201 EA	\$2.65	3,181.94	Exact Match
8.04	CAPACITOR, 10 MFD, 440 V: 440 V, A EIA UL base: 3 7/8 in height;	General Electric	97F5300BX	Capacitor,10 Mfd,440 V	440 V, A Eia Ul Base,3 7/8 In Height	Per EA	6X665	185 EA	\$3.68	681.67	Exact Match
8.05	CAPACITOR, 12.5 MFD: 370 V, A EIA UL base, 3 7/8 in height;	General Electric	97F9003BX	Capacitor,12.5 Mfd	370 V,A Eia Ul Base,3 7/8 In Height	Per EA	6X657	152 EA	\$3.11	472.45	Exact Match
8.06	CAPACITOR, 130-154 MFD: 220-250 V, 50/60 HZ frequency;	Mallory	3534B5A0130A220	Capacitor,130-156 Mfd	Motor Start Capacitor	Per EA	4CU67	130 ea	\$5.86	761.37	Description Match
8.07	CAPACITOR, 20 MFD, 370 V: 370 V, C EIA UL base, 2 7/8 in height;	General Electric	97F9603BX	Capacitor,20 Mfd,370 V	370 V,C Eia Ul Base,2 7/8 In Height	Per EA	6X660	145 EA	\$4.66	675.87	Exact Match
8.08	CAPACITOR, 25 MFD, 440 V: 440 V, C EIA UL base, 2 7/8 in height;	General Electric	97F9633BX	Capacitor,25 Mfd,440 V	440 V,C Eia Ul Base,2 7/8 In Height	Per EA	6X669	223 EA	\$5.94	1,325.41	Exact Match
8.09	CAPACITOR, 270-324 MFD: 220-250 V, 50/60 HZ frequency;	Mallory	3534B7A0270A220	Capacitor,270-324 Mfd	Motor Start Capacitor	Per EA	4CU58	145 EA	\$5.89	853.57	Description Match
8.10	CAPACITOR, 4 MFD, 370 V: 370 V, A EIA UL base, 2 1/8 in height;	General Electric	97F5704BX	Capacitor,4 Mfd,370 V	370 V,A Eia Ul Base,2 1/8 In Height	Per EA	6X652	310 EA	\$2.07	641.88	Exact Match
8.11	CAPACITOR, 5 MFD, 370 V: 370 V, A EIA UL base, 2 1/8 in height;	General Electric	97F5705BX	Capacitor,5 Mfd,370 V	370 V,A Eia Ul Base,2 1/8 In Height	Per EA	6X653	2,029 EA	\$2.08	4,229.87	Exact Match
8.12	CAPACITOR, 6 MFD, 370 V: 370 V, A EIA UL base, 2 1/8 in height;	General Electric	97F5706BX	Capacitor,6 Mfd,370 V	370 V,A Eia Ul Base,2 1/8 In Height	Per EA	6X654	405 EA	\$2.32	938.65	Exact Match
8.13	CAPACITOR, 7.5 MFD: 370 V, A EIA UL base, 2 7/8 in height;	General Electric	97F9001BX	Capacitor,7.5 Mfd	370 V,A Eia Ul Base,2 7/8 In Height	Per EA	6X655	1,101 EA	\$2.40	2,644.99	Exact Match
8.14	MOTOR MOUNTING BRACKET: 9, 10 in fits blower wheel DIA;	General Electric	5X247	Motor Mounting Bracket	9,10 In Fits Blower Wheel Dia	Per EA	5X247	223 EA	\$9.05	2,019.11	Exact Match
8.15	MOTOR, 1 HP, GENERAL: 1725, 115/208-230V, 56, cradle, ODP, auto;	Dayton	6K321	Motor,1 HP,General	1725,115/208-230v,56,Cradle,Odp,Auto	Per EA	6K321	149 EA	\$83.51	12,443.10	Exact Match
8.16	MOTOR, 1/10 HP, 4.4 IN: 1550, 115V, stud, ODP, SLV, auto, CW;	Dayton	3M059	Motor,1/10 HP,4.4 In	1550,115v,Stud,Odp,Slv,Auto,Cw	Per EA	3M059	130 EA	\$41.11	5,344.00	Exact Match
8.17	MOTOR, 1/10 HP, OEM: 1050, 115V, 42YZ, cradle, OPAO, SLV, auto;	General Electric	5KCP29CK4534AT	Motor,1/10 HP,Oem	1075,115,42y,Opao,Slv,Auto,Cradle	Per EA	4MB94	185 EA	\$60.21	11,139.03	Description Match
8.18	MOTOR, 1/10 HP, ROOM AIR: 1050, 115V, 42YZ, cradle, OPAO, SLV, auto;	Dayton	4M038	Motor,1/10 HP,Room Air	1050,115v,42y,Cradle,Opao,Slv,Auto	Per EA	4MA17	149 EA	\$44.02	6,558.29	Functional Match
8.19	MOTOR, 1/100 HP, 3.3 IN: 1550, 115V, stud, TEAO, SLV, auto, CCW;	Dayton	3M660	Motor,1/100 HP,3.3 In	1550,115v,Stud,Teao,Slv,Auto,Ccw	Per EA	3M660	143 ea	\$17.62	2,519.00	Exact Match
8.20	MOTOR, 1/100 HP, 3.3 IN: 1550, 115V, stud, TEAO, SLV, auto, CW;	Dayton	3M552	Motor,1/100 HP,3.3 In	1550,115v,Stud,Teao,Slv,Auto,Cw	Per EA	3M552	124 ea	\$17.62	2,184.31	Exact Match
8.21	MOTOR, 1/11 HP, 4.4 IN: 1500, 115V, stud, OPAO, ball, auto, CCW;	Dayton	4M222	Motor,1/11 HP,4.4 In	1500,115v,Stud,Opao,Ball,Auto,Ccw	Per EA	4M222	758 ea	\$50.97	38,634.68	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
8.22	MOTOR, 1/15 HP, 4.4 IN: 1550, 115V, stud, ODP, SLV, auto, CW;	Dayton	3M569	Motor,1/15 HP,4.4 In	1550,115v,Stud,Odp,Slv,Auto,Cw	Per EA	3M569	205 EA	\$33.03	6,771.94	Exact Match
8.23	MOTOR, 1/150 HP, CFRAME: 2750, 115V, stud/holes, OPAO, SLV, auto, CW;	Dayton	4M180	Motor,1/150 HP,Cframe	2750,115v,Stud/Holes,Opao,Slv,Auto,Cw	Per EA	4M180	189 EA	\$9.09	1,717.28	Exact Match
8.24	MOTOR, ½ HP, EVAP COOL: 1725/1140, 115v, 56Z, cradle, ODP, auto, SLV;	Dayton	6K203	Motor,1/2 HP,Evap Cool	1725/1140,115v,56z,Cradle,Open,Auto,Slv	Per EA	4UE55	191 ea	\$75.19	14,360.58	Functional Match
8.25	MOTOR, ½ HP, GENERAL: 1725/1425, 115/230V, 56, cradle, ODP, auto;	Dayton	3K199	Motor,1/2 HP,General	1725/1425,115/230v,56,Cradle,Odp,Auto	Per EA	3K199	149 ea	\$82.41	12,278.52	Exact Match
8.26	MOTOR, ½ HP, GENERAL: 1725, 115/208-230V, 56, cradle, ODP, None;	Dayton	4K856	Motor,1/2 HP,General	1725,115/208-230v,56,Cradle,Odp,None	Per EA	4K856	134 EA	\$99.14	13,284.38	Exact Match
8.27	MOTOR, ½ HP, YOKE: 1075, 115V, 48YZ, yoke, TEAO, SLV, auto, CW/CCW;	Dayton	3M505G	Motor,1/2 HP,Yoke	1075,115v,48yz,Yoke,Teao,Ball,Auto	Per EA	3M505	141 ea	\$75.67	10,669.38	Exact Match
8.28	MOTOR, ½ HP, YOKE: 1075, 115V, 48YZ, yoke, TEAO, auto, Ball-DS.	Dayton	4M197G	Motor,1/2 HP,Yoke	1075,115v,48yz,Yoke,Teao,Auto,Ball	Per EA	4M197	128 EA	\$80.32	10,281.30	Exact Match
8.29	MOTOR, 1/20 hp, 3.3 IN: 1550, 115V, stud, OPAO, SLV, auto, CW;	Dayton	3M547	Motor,1/20 HP,3.3 In	1550,115v,Stud,Opao,Slv,Auto,Cw	Per EA	3M547	256 ea	\$22.87	5,854.92	Exact Match
8.30	MOTOR, 1/20 HP, OEM: 1050, 115V, 42YZ, stud, OPAO, SLV, auto, CW;	Dayton	4M247	Motor,1/20 HP,Oem	1045,115v,42y,Stud,Opao,Slv,Auto,Ccwl	Per EA	4VA19	162 ea	\$39.53	6,403.24	Functional Match
8.31	MOTOR, 1/3 HP, 60HZ, BELT: 1725, 115V, 48Y, cradle, ODP, auto, sleeve;	Dayton	6K778G	Motor,1/3 HP,60hz,Belt	1725,115v,48y,Cradle,Odp,Auto,Sleeve	Per EA	6K778	140 ea	\$39.53	5,533.92	Exact Match
8.32	MOTOR, 1/30 HP, 3.3 IN: 1550, 115V, stud, OPAO, SLV, auto, CW;	Dayton	3M546	Motor,1/30 HP,3.3 In	1550,115v,Stud,Opao,Slv,Auto,Cw	Per EA	3M546	247 EA	\$20.93	5,169.52	Exact Match
8.33	MOTOR, 1/30 HP, 3.3 IN: 1550, 115V, stud, TEAO, SLV, auto, CW;	Dayton	3M557	Motor,1/30 HP,3.3 In	1550,115v,Stud,Teao,Slv,Auto,Cw	Per EA	3M557	213 EA	\$22.90	4,878.68	Exact Match
8.34	MOTOR, ¼ HP, 60 HZ, BELT: 1725, 115V, 48Y, cradle, ODP, auto, sleeve;	Dayton	5K907G	Motor,1/4 HP,60hz,Belt	1725,115v,48y,Cradle,Odp,Auto,Sleeve	Per EA	5K907	223 EA	\$42.40	9,455.79	Exact Match
8.35	MOTOR, ¼ HP, 60HZ, BELT: 1725, 115V, 48Y, cradle, ODP, auto, sleeve;	Dayton	3K771G	Motor,1/4 HP,60hz,Belt	1725,115v,48y,Cradle,Odp,Auto,Sleeve	Per EA	3K771	150 EA	\$38.67	5,800.40	Exact Match
8.36	MOTOR, ¼ HP, 60HZ, BELT: 1725, 115V, 48, cradle, ODP, auto, sleeve;	General Electric	5KH39QN5511X	Motor,1/4 HP,60hz,Belt	1725,115v,48y,Cradle,Odp,Auto,Sleeve	Per EA	5K907	130 EA	\$42.40	5,512.35	Description Match
8.37	MOTOR, ¼ HP, GENERAL: 1725/1425, 115/230V, 48, cradle, ODP, auto;	Dayton	6K438	Motor,1/4 HP,General	1725/1425,115/230v,48,Cradle,Odp,Auto	Per EA	6K438	169 ea	\$78.55	13,275.60	Exact Match
8.38	MOTOR, ¼ HP, GENERAL: 1725, 115V, 48Z, cradle/stud, ODP, BALL-DS.	Dayton	6XH65	Motor,1/4 HP,General	1725,115v,48z,Cradle/Stud,Odp,Ball-Ds	Per EA	6XH65	158 EA	\$58.14	9,186.36	Exact Match
8.39	MOTOR, ¼ HP, HVAC: 1075, 208-230V, stud, TEAO, BALL-DS, auto;	Dayton	4M205G	Motor,1/4 HP,HVAC	1075,208-230v,Stud,Teao,Ball-Ds,Auto	Per EA	4M205	104 EA	\$29.97	3,117.07	Exact Match
8.40	MOTOR, ¼ HP, HVAC: 1075, 208-230V, 48YZ, stud, TEAO, auto, SLV;	General Electric	5KCP39FGM599T	1/4 HP Cond Fan Motor	PSC 1075 208-230 5 11/16dia Teao Auto	Per EA	6JF84	143 EA	\$28.65	4,096.66	Description Match
8.41	MOTOR, 1/6 HP, GENERAL: 1725, 115V, 48Z, cradle, ODP, none, BALL-DS;	Dayton	6XH64	Motor,1/6 HP,General	1725,115v,48z,Cradle,Odp,None,Ball-Ds	Per EA	6XH64	136 EA	\$53.41	7,263.66	Exact Match
8.42	MOTOR, 2HP, 3 PHASE: 1735, 208-230/460V, 145T, RIGID, ODP;	Dayton	3KW31G	Motor,2 HP,3 Phase	1735,208-230/460v,145t,Rigid,Odp	Per EA	3KW31	126 EA	\$115.35	14,534.35	Exact Match
8.43	MOTOR, ¾ HP, 3 PHASE: 1725, 208-220/440V, 56, RIGID, ODP;	Dayton	3N042	Motor,3/4 HP,3 Phase	1725,208-220/440v,56,Rigid,Odp	Per EA	3N042	149 EA	\$81.55	12,151.65	Exact Match
8.44	MOTOR, ¾ HP, EVAP COOL: 1725/1140, 115V, 56Z, ring, ODP, auto, SLV, CW;	Dayton	3K306	Motor,3/4 HP,Evap Cool	1725/1140,115v,56z,ring,Open,Auto,Slv	Per EA	4UE40	156 EA	\$71.40	11,137.92	Functional Match
8.45	MOTOR, ¾ HP, EVAP COOL: 1725/1140, 115V, 56, cradle, ODP, auto, SLV;	Dayton	6K214	Motor,3/4 HP,Evap Cool	1725/1140,115v,56,Cradle,Odp,Auto,Slv	Per EA	4UE56	126 EA	\$99.16	12,494.02	Functional Match
8.46	MOTOR, ¾ HP, GENERAL: 1725, 115/208-230V, 56, cradle, ODP, none;	Dayton	4K859	Motor,3/4 HP,General	1725,115/208-230v,56,Cradle,Odp,None	Per EA	4K859	140 EA	\$80.98	11,337.42	Exact Match
8.47	MOTOR, 5 HP, 3 PHASE: 1740, 208-230/460V, 184T, RIGID, ODP;	Dayton	3KW37G	Motor,5 HP,3 Phase	1740,208-230/460v,184t,Rigid,Odp	Per EA	3KW37	138 EA	\$151.09	20,850.51	Exact Match
8.48	MOTOR, VACUUM, 5.7 IN: 2 blower stages, 120 voltage @ 50/60 HZ;	Ametek	116336-01	Motor,Vacuum,5.7 In	2 Blower Stages,120 Voltage @ 50/60 Hz	Per EA	2M429	133 EA	\$45.32	6,027.21	Exact Match
8.49	RADIAL BALL BEARING: 17 mm bore, 40 mm outside DIA, 12 m width;	NTN	6203LLBC3/5C	Radial Ball Bearing	17 Mm Bore,40 Mm Outside Dia,12 Mm Width	Per EA	6L025	667 ea	\$3.91	2,606.43	Exact Match
8.50	RAINSIELD, MOTOR: 6 ¼ in DIA, ½ in bore inside diameter;	Dayton	4M219	Rainshield,Motor	6 3/4 In Dia,1/2 In Bore Inside Diameter	Per EA	4M219	179 EA	\$1.51	270.15	Exact Match
8.51	RUN CAPACITOR, 15 MFD: 370 V, C EIA UL base, 2 1/8 in height;	General Electric	97F9121BX	Run Capacitor,15 Mfd	370 V,C Eia Ul Base,2 1/8 In Height	Per EA	6X658	451 EA	\$5.02	2,262.73	Exact Match
8.52	V BELT, 35 IN, A33: ½ in top width;	Dayton	5X995-G	V Belt,35 In,A33	1/2 In Top Width	Per EA	5X995	509 EA	\$1.94	989.16	Exact Match
8.53	V BELT, 36 IN, A34: ½ in top width;	Dayton	6A143-G	V Belt,36 In,A34	1/2 In Top Width	Per EA	6A143	546 EA	\$1.93	1,051.96	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
8.54	V BELT, 38 IN, A36: ½ in top width;	Dayton	6A144-G	V Belt,38 In,A36	1/2 In Top Width	Per EA	6A144	1,564 EA	\$2.02	3,154.07	Exact Match
8.55	V BELT, 39 IN, A37: ½ in top width;	Dayton	6A145-G	V Belt,39 In,A37	1/2 In Top Width	Per EA	6A145	740 EA	\$2.08	1,536.73	Exact Match
8.56	V BELT, 3L, 3/8 X 18 IN: 7/32 in thick, smooth;	Dayton	3L180-G	V Belt,3L,3/8 X 18 In	7/32 In Thick,Smooth	Per EA	3L180	1,074 EA	\$1.26	1,351.45	Exact Match
8.57	V BELT, 3L, 3/8 X 19 IN: 7/32 in thick, smooth;	Dayton	3L190-G	V Belt,3L,3/8 X 19 In	7/32 In Thick,Smooth	Per EA	3L190	1,196 EA	\$1.33	1,584.70	Exact Match
8.58	V BELT, 3L, 3/8 X 20 IN: 7/32 in thick, smooth;	Dayton	3L200-G	V Belt,3L,3/8 X 20 In	7/32 In Thick,Smooth	Per EA	3L200	809 EA	\$1.33	1,071.93	Exact Match
8.59	V BELT, 3L, 3/8 X 21 IN: 7/32 in thick, smooth;	Dayton	3L210-G	V Belt,3L,3/8 X 21 In	7/32 In Thick,Smooth	Per EA	3L210	1,088 EA	\$1.33	1,441.60	Exact Match
8.60	V BELT, 3L, 3/8 X 22 IN: 7/32 in thick, smooth;	Dayton	3L220-G	V Belt,3L,3/8 X 22 In	7/32 In Thick,Smooth	Per EA	3L220	749 EA	\$1.26	942.49	Exact Match
8.61	V BELT, 3L, 3/8 X 23 IN: 7/32 in thick, smooth;	Dayton	3L230-G	V Belt,3L,3/8 X 23 In	7/32 In Thick,Smooth	Per EA	3L230	610 EA	\$1.26	767.58	Exact Match
8.62	V BELT, 40 IN, A38: ½ in top width;	Dayton	3X545-G	V Belt,40 In,A38	1/2 In Top Width	Per EA	3X545	737 EA	\$2.18	1,604.20	Exact Match
8.63	V BELT, 41 IN, A39: ½ in top width;	Dayton	6A146-G	V Belt,41 In,A39	1/2 In Top Width	Per EA	6A146	616 EA	\$2.18	1,340.83	Exact Match
8.64	V BELT, 42 IN, A40: ½ in top width;	Dayton	1A109-G	V Belt,42 In,A40	1/2 In Top Width	Per EA	1A109	1,382 EA	\$2.23	3,077.25	Exact Match
8.65	V BELT, 43 IN, A41: ½ in top width;	Dayton	1A100-G	V Belt,43 In,A41	1/2 In Top Width	Per EA	1A100	553 EA	\$2.28	1,259.00	Exact Match
8.66	V BELT, 44 IN, A42: ½ in top width;	Dayton	3X621-G	V Belt,44 In,A42	1/2 In Top Width	Per EA	3X621	592 EA	\$2.39	1,416.85	Exact Match
8.67	V BELT, 45 IN A43: 1/2 in top width;	Dayton	3X699-G	V Belt,45 In,A43	1/2 In Top Width	Per EA	3X699	542 EA	\$2.44	1,324.29	Exact Match
8.68	V BELT, 46 IN A44: 1/2 in top width;	Dayton	6A147-G	V Belt,46 In,A44	1/2 In Top Width	Per EA	6A147	674 EA	\$2.43	1,635.57	Exact Match
8.69	V BELT, 47 IN, A45: 1/2 in to width;	Dayton	1A105-G	V Belt,47 In,A45	1/2 In Top Width	Per EA	1A105	649 EA	\$2.46	1,596.54	Exact Match
8.70	V BELT, 48 IN, A46: 1/2 in top width;	Dayton	3X471-G	V Belt,48 In,A46	1/2 In Top Width	Per EA	3X471	647 EA	\$2.53	1,634.75	Exact Match
8.71	V BELT, 4L, 1/2 X 17 IN: 5/16 in thick, smooth;	Dayton	4L170G	V Belt,4L,1/2 X 17 In	5/16 In Thick,Smooth	Per EA	4L170	664 EA	\$1.33	885.33	Exact Match
8.72	V BELT, 4L, 1/2 X 18 IN: 5/16 in thick, smooth;	Dayton	4L180G	V Belt,4L,1/2 X 18 In	5/16 In Thick,Smooth	Per EA	4L180	882 EA	\$1.33	1,168.65	Exact Match
8.73	V BELT, 4L, 1/2 X 19 IN: 5/16 in thick, smooth;	Dayton	4L190G	V Belt,4L,1/2 X 19 In	5/16 In Thick,Smooth	Per EA	4L190	880 EA	\$1.33	1,166.00	Exact Match
8.74	V BELT, 4L, 1/2 X 20 IN: 5/16 in thick, smooth;	Dayton	4L200G	V Belt,4L,1/2 X 20 In	5/16 In Thick,Smooth	Per EA	4L200	1,239 EA	\$1.33	1,652.00	Exact Match
8.75	V BELT, 4L, 1/2 X 21 IN: 5/16 in thick, smooth;	Dayton	4L210G	V Belt,4L,1/2 X 21 In	5/16 In Thick, Smooth	Per EA	4L210	1,390 EA	\$1.40	1,946.00	Exact Match
8.76	V BELT, 4L, 1/2 X 22 IN: 5/16 in thick, smooth;	Dayton	4L220G	V Belt,4L,1/2 X 22 In	5/16 In Thick,Smooth	Per EA	4L220	1,661 EA	\$1.40	2,325.40	Exact Match
8.77	V BELT, 4L, 1/2 X 23 IN: 5/16 in thick, smooth;	Dayton	4L230G	V Belt,4L,1/2 X 23 In	5/16 In Thick,Smooth	Per EA	4L230	1,798 EA	\$1.40	2,517.20	Exact Match
8.78	V BELT, 4L, 1/2 X 24 IN: 5/16 in thick, smooth;	Dayton	4L240G	V Belt,4L,1/2 X 24 In	5/16 In Thick,Smooth	Per EA	4L240	1,583 EA	\$1.40	2,216.20	Exact Match
8.79	V BELT, 4L, ½ X 25 IN: 5/16 in thick, smooth;	Dayton	4L250G	V Belt,4L,1/2 X 25 In	5/16 In Thick,Smooth	Per EA	4L250	1,155 EA	\$1.40	1,617.00	Exact Match
8.80	V BELT, 4L, 1/2 X 26 IN: 5/16 in thick, smooth;	Dayton	4L260G	V Belt,4L,1/2 X 26 In	5/16 In Thick,Smooth	Per EA	4L260	1,288 EA	\$1.40	1,803.20	Exact Match
8.81	V BELT, 4L, 1/2 X 27 IN: 5/16 in thick, smooth;	Dayton	4L270G	V Belt,4L,1/2 X 27 In	5/16 In Thick,Smooth	Per EA	4L270	877 EA	\$1.40	1,227.80	Exact Match
8.82	V BELT, 4L, 1/2 X 28 IN: 5/16 in thick, smooth;	Dayton	4L280G	V Belt,4L,1/2 X 28 In	5/16 In Thick,Smooth	Per EA	4L280	995 EA	\$1.40	1,393.00	Exact Match
8.83	V BELT, 4L, 1/2 X 29 IN: 5/16 in thick, smooth;	Dayton	4L290G	V Belt,4L,1/2 X 29 In	5/16 In Thick,Smooth	Per EA	4L290	578 EA	\$1.43	828.47	Exact Match
8.84	V BELT, 4L, 1/2 X 30 IN: 5/16 in thick, smooth;	Dayton	4L300G	V Belt,4L,1/2 X 30 In	5/16 In Thick,Smooth	Per EA	4L300	632 EA	\$1.47	926.93	Exact Match
8.85	V BELT, 4L, 1/2 X 32 IN: 5/16 in thick, smooth;	Dayton	4L320G	V Belt,4L,1/2 X 32 In	5/16 In Thick,Smooth	Per EA	4L320	534 EA	\$1.55	827.70	Exact Match
8.86	V BELT, 4L, 1/2 X 34 IN: 5/16 in thick, smooth;	Dayton	4L340G	V Belt,4L,1/2 X 34 In	5/16 In Thick,Smooth	Per EA	4L340	572 EA	\$1.62	924.73	Exact Match
8.87	V BELT, 4L, 1/2 X 35 IN: 5/16 in thick, smooth;	Dayton	4L350G	V Belt,4L,1/2 X 35 In	5/16 In Thick,Smooth	Per EA	4L350	590 EA	\$1.65	973.50	Exact Match
8.88	V BELT, 4L, 1/2 X 36 IN: 5/16 in thick, smooth;	Dayton	4L360G	V Belt,4L,1/2 X 36 In	5/16 In Thick,Smooth	Per EA	4L360	725 EA	\$1.71	1,239.75	Exact Match
8.89	V BELT, 4L, 1/2 X 37 IN: 5/16 in thick, smooth;	Dayton	4L370G	V Belt,4L,1/2 X 37 In	5/16 In Thick,Smooth	Per EA	4L370	609 EA	\$1.76	1,071.84	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
8.90	V BELT, 4L, 1/2 X 38 IN: 5/16 in thick, smooth;	Dayton	4L380G	V Belt,4l,1/2 X 38 In	5/16 In Thick,Smooth	Per EA	4L380	876 EA	\$1.81	1,585.56	Exact Match
8.91	V BELT, 4L, 1/2 X 39 IN: 5/16 in thick, smooth;	Dayton	4L390G	V Belt,4l,1/2 X 39 In	5/16 In Thick,Smooth	Per EA	4L390	552 EA	\$1.84	1,017.52	Exact Match
8.92	V BELT, 4L, 1/2 X 40 IN: 5/16 in thick, smooth;	Dayton	4L400G	V Belt,4l,1/2 X 40 In	5/16 In Thick,Smooth	Per EA	4L400	616 EA	\$1.88	1,156.03	Exact Match
8.93	V BELT, 4L, 1/2 X 41 IN: 5/16 in thick, smooth;	Dayton	4L410G	V Belt,4l,1/2 X 41 In	5/16 In Thick,Smooth	Per EA	4L410	494 EA	\$1.91	943.54	Exact Match
8.94	V BELT, 4L, 1/2 X 42 IN: 5/16 in thick, smooth;	Dayton	4L420G	V Belt,4l,1/2 X 42 In	5/16 In Thick,Smooth	Per EA	4L420	673 EA	\$1.94	1,307.86	Exact Match
8.95	V BELT, 4L, 1/2 X 43 IN: 5/16 in thick, smooth;	Dayton	4L430G	V Belt,4l,1/2 X 43 In	5/16 In Thick,Smooth	Per EA	4L430	553 EA	\$1.98	1,093.10	Exact Match
8.96	V BELT, 4L, 1/2 X 44 IN: 5/16 in thick, smooth;	Dayton	4L440G	V Belt,4l,1/2 X 44 In	5/16 In Thick,Smooth	Per EA	4L440	698 EA	\$2.01	1,402.98	Exact Match
8.97	V BELT, 4L, 1/2 X 45 IN: 5/16 in thick, smooth;	Dayton	4L450G	V Belt,4l,1/2 X 45 In	5/16 In Thick,Smooth	Per EA	4L450	504 EA	\$2.06	1,038.24	Exact Match
8.98	V BELT, 4L, 1/2 X 46 IN: 5/16 in thick, smooth;	Dayton	4L460G	V Belt,4l,1/2 X 46 In	5/16 In Thick,Smooth	Per EA	4L460	578 EA	\$2.09	1,209.95	Exact Match
8.99	V BELT, 50 in, A48: ½ in top width;	Dayton	3X472-G	V Belt,50 In,A48	1/2 In Top Width	Per EA	3X472	932 EA	\$2.61	2,432.52	Exact Match
8.10	V BELT, 53 IN, A51: ½ in top width;	Dayton	3X473-G	V Belt,53 In,A51	1/2 In Top Width	Per EA	3X473	466 EA	\$2.85	1,328.88	Exact Match
9) OUTDOOR EQUIPMENT											
9.01	ADAPTER, HOSE, TWO WAY: adjustable shut off, chrome plated zinc;	Westward	4KH07A	Adapter,Hose,Two Way	Adjustable Shut Off,Chrome Plated Zinc	Per EA	4KH07	1,658 EA	\$2.27	3,770.77	Exact Match
9.02	COUPLING, WATER HOSE: swivel ¾ NH (F) x ¾ NPT (F) in size;	Westward	4KG88A	Coupling,Water Hose	Swivel 3/4 Nh(F) X 3/4 Npt(F) In Size	Per EA	4KG88	1,188 EA	\$1.49	1,774.08	Exact Match
9.03	COUPLING, WATER HOSE: swivel, ¾ NH (F) x ¾ NH (F) in, brass;	Westward	1P724A	Coupling,Water Hose	Swivel,3/4 Nh(F) X 3/4 Nh(F) In,Brass	Per EA	1P724	807 EA	\$1.07	866.18	Exact Match
9.04	COUPLING, WATER HOSE: ¾ NH (M) x ¾ NPT (M) in size;	Westward	4X072A	Coupling,Water Hose	3/4 Nh(M) X 3/4 Npt(M) In Size	Per EA	4X072	761 EA	\$1.13	857.39	Exact Match
9.05	HOSE REPAIR KIT: brass water;	Westward	4KG67A	Hose Repair Kit	Brass Water	Per EA	4KG67	1,110 EA	\$3.36	3,729.60	Exact Match
9.06	HOSE REPAIR KIT: brass water;	Westward	4KG68A	Hose Repair Kit	Brass Water	Per EA	4KG68	1,067 EA	\$3.34	3,566.83	Exact Match
9.07	HOSE, WATER: 5/8 inch hose ID x 50 feet length;	Anchor Swan	WM 5850	Hose,Water	5/8 Inch Hose Id X 50 Feet Length	Per EA	1P648	2,151 EA	\$11.63	25,016.42	Exact Match
9.08	HOSE, WATER: ¾ inch hose ID x 50 feet length;	Anchor Swan	BG3450	Hose,Water	3/4 Inch Hose Id X 50 Feet Length	Per EA	2P562	1,624 EA	\$21.77	35,354.26	Exact Match
9.09	HOSE, WATER: ¾ inch hose ID x 50 feet length;	Anchor Swan	SS3450	Hose,Water	3/4 Inch Hose Id X 50 Feet Length	Per EA	1P755	1,476 EA	\$20.48	30,223.63	Exact Match
9.10	NOZZLE, PISTOL GRIP: zinc body, adjustable spray;	Nelson	2220G	Nozzle,Pistol Grip	Zinc Body,Adjustable Spray	Per EA	4KG73	2,995 EA	\$2.97	8,907.99	Exact Match
9.11	NOZZLE, PISTOL GRIP: large, insulated zinc body;	Nelson	2280	Nozzle,Pistol Grip	Large,Insulated Zinc Body	Per EA	4KG76	2,143 EA	\$7.99	17,119.51	Exact Match
9.12	RAKE, SPRING BRACE: 54 in handle length, 23 ½ in head width;	Ames	19-237	Rake,Spring Brace	54 In Handle Length,23 1/2 In Head Width	Per EA	3ZC26	2,087 EA	\$11.58	24,162.24	Exact Match
9.13	SHOVEL, SQUARE POINT: 48 in handle length, straight handle;	Westward	1WG32	Shovel,Square Point	48 In Handle Length,Straight Handle	Per EA	1WG32	1,484 EA	\$13.81	20,497.75	Exact Match
9.14	SHOVEL, TEMPERED STEEL: 48 in handle length;	Ames	1309500	Shovel,Tempered Steel	48 In Handle Length	Per EA	3W499	1,874 EA	\$18.73	35,102.70	Exact Match
9.15	SHOVEL, TEMPERED STEEL: 48 in handle length;	Ames	1309800	Shovel,Tempered Steel	48 In Handle Length	Per EA	3W497	1,697 EA	\$16.97	28,790.82	Exact Match
10) PNEUMATICS & HYDRAULICS											
10.01	AIR BLOW GUN: ¼ in NPT inlet, 4 ½ in length;	Dynaquip	301403.2	Air Blow Gun	1/4 In NPT Inlet,4 1/2 In Length	Per EA	2X492	632 EA	\$3.79	2,393.82	Exact Match
10.02	BLOW GUN: ¼ in NPT inlet, 4 ½ in length;	Dynaquip	BG2B5	Blow Gun	1/4 In NPT Inlet,4 1/2 In Length	Per EA	6W181	277 EA	\$3.91	1,083.28	Exact Match
10.03	BLOW GUN KIT: quick-change blowgun kit;	Dynaquip	BGQKIT	Blow Gun Kit	Quick Change Blow Gun Kit	Per EA	5A258	316 EA	\$9.71	3,069.58	Exact Match
10.04	BRASS HOSE BARB ¼ IN: ¼ in NPT male pipe size;	Parker Hannifin	6X409	Brass Hose Barb,1/4 In	1/4 In NPT Male Pipe Size	Per EA	6X409	1,038 EA	\$0.34	352.92	Exact Match
10.05	BRASS HOSE BARB 3/8 IN: ¼ in NPT male pipe size;	Parker Hannifin	4A488	Brass Hose Barb,3/8 In	1/4 In NPT Male Pipe Size	Per EA	4A488	1,897 EA	\$0.38	720.86	Exact Match
10.06	BRASS HOSE BARB, 3/8 IN: 3/8 in NPT male pipe size;	Parker Hannifin	6X410	Brass Hose Barb,3/8 In	3/8 In NPT Male Pipe Size	Per EA	6X410	390 EA	\$0.52	202.80	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
10.07	CHUCK, AIR: ¼ in FNPT connection size;	Dynaquip	A C40	Chuck,Air	1/4 In Fnpt Connection Size	Per EA	4X787	763 ea	\$1.25	950.82	Exact Match
10.08	CLAMP, HOSE, PK10: 301 stainless steel band material;	Ideal	6812	Clamp,Hose,SS,Pk10	SAE #12,1/2 To 1 1/4 In Clamp Dia	Per Pkg	1A529	437 Pkg	\$4.33	1,892.76	Exact Match
10.09	COUPLER, ¼ IN: ¼ in MNPT connection size;	Dynaquip	D341	Coupler,1/4 In	1/4 In Mnpt Connection Size	Per EA	4X397	800 EA	\$2.31	1,848.62	Exact Match
10.10	COUPLER, ¼ IN, SLEEVE: ¼ in FNPT connection size;	Dynaquip	D340	Coupler,1/4 In,Sleeve	1/4 In Fnpt Connection Size	Per EA	4X396	1,805 EA	\$2.26	4,082.08	Exact Match
10.11	COUPLER, ¼ IN, SLEEVE: 3/8 in FNPT connection size;	Dynaquip	D360	Coupler,1/4 In,Sleeve	3/8 In Fnpt Connection Size	Per EA	4X792	536 EA	\$2.40	1,288.05	Exact Match
10.12	COUPLER, ¼ IN SIZE: coupling description female NPT end;	GGG	3LX96A	Coupler,3/4 In Size	Coupling Description Female NPT End	Per EA	3LX96	234 EA	\$2.26	528.41	Exact Match
10.13	COUPLER, QUICK, ¼ IN: push to connect sleeve;	Dynaquip	DW340A	Coupler,Quick,1/4 In	Push To Connect Sleeve	Per EA	6CX02	2,848 EA	\$4.14	11,786.34	Exact Match
10.14	COUPLER, QUICK, ¼ IN: push to connect sleeve;	Dynaquip	DW341A	Coupler,Quick,1/4 In	Push To Connect Sleeve	Per EA	6CX03	1,366 EA	\$4.14	5,653.14	Exact Match
10.15	DRAIN VALVE, ELECTRIC: 200 PSI, maximum 115V, ¼ in FNPT;	Speedaire	6Z948	Drain Valve,Electric	200 PSI,Maximum 115 V,1/4 In Fnpt	Per EA	6Z948	616 EA	\$107.03	65,930.95	Exact Match
10.16	ELEMENT, INTAKE FILTER: 3 in inside DIA, 4 3/8 in outside DIA;	Solberg	15	Element,Intake Filter	3 In Inside Dia,4 3/8 In Outside Dia	Per EA	1R416	967 EA	\$4.32	4,177.44	Exact Match
10.17	ELEMENT, INTAKE FILTER: 3 in outside DIA, 1 3/8 in height;	Solberg	6	Element,Intake Filter	3 In Outside Dia,1 3/8 In Height	Per EA	5Z666	647 EA	\$2.93	1,897.87	Exact Match
10.18	ELEMENT, INTAKE FILTER: 3 in inside DIA, 4 3/8 in outside DIA;	Solberg	14	Element,Intake Filter	3 In Inside Dia,4 3/8 In Outside Dia	Per EA	5A717	552 EA	\$2.89	1,593.44	Exact Match
10.19	FERRULE, ¼ IN, PK10: brass, 0.525 in ferrule inside diameter;	GGG	2A733A	Ferrule,1/4 In,Pk10	Brass,0.525 In Ferrule Inside Diameter	Per Pkg	2A733	231 Pkg	\$1.15	264.60	Exact Match
10.20	FERRULE, 3/8 IN, PK10: brass, 0.725 in ferrule inside diameter;	GGG	2A734A	Ferrule,3/8 In,Pk10	Brass,0.725 In Ferrule Inside Diameter	Per Pkg	2A734	413 Pkg	\$1.71	705.85	Exact Match
10.21	HOSE END: 3/8 in male NPT size;	GGG	6X424A	Hose End	3/8 In Male NPT Size	Per EA	6X424	311 EA	\$1.11	344.93	Exact Match
10.22	HOSE END: ¼ in male NPT size;	GGG	6X423A	Hose End	1/4 In Male NPT Size	Per EA	6X423	275 EA	\$0.84	230.00	Exact Match
10.23	HOSE, AIR: 3/8 in inside DIA;	Speedaire	6Z788	Hose,Air	3/8 In Inside Dia	Per EA	6Z788	576 EA	\$17.17	9,887.45	Exact Match
10.24	HYDRAULIC HOSE COUPLER: 3/8 in pipe size NPT, nipple (TIP);	Aeroquip	5602-6-6S	Hydraulic Hose Coupler	3/8 In Pipe Size NPT,Nipple (Tip)	Per EA	2F557	724 EA	\$5.54	4,009.85	Exact Match
10.25	HYDRAULIC HOSE COUPLER: 3/8 in pipe size NPT, coupler (BODY);	Aeroquip	5601-6-6S	Hydraulic Hose Coupler	3/8 In Pipe Size NPT,Coupler (Body)	Per EA	2F545	419 EA	\$12.25	5,132.43	Exact Match
10.26	MUFFLER, EXHAUST: ¼ in NPT, 9/16 in HEX, 1 3/8 in length;	Speedaire	1A326	Muffler,Exhaust	1/4 In NPT,9/16 In Hex,1 3/8 In Length	Per EA	1A326	409 EA	\$1.16	476.23	Exact Match
10.27	PLUG, COUPLER: ¼ in body size;	Dynaquip	P240	Plug,Coupler	1/4 In Body Size	Per EA	4TL44	432 EA	\$0.71	305.72	Exact Match
10.28	PLUG, COUPLER, ¼ IN: ¼ in MNPT connection size;	Dynaquip	P341	Plug,Coupler,1/4 In	1/4 In Mnpt Connection Size	Per EA	2X169	5,295 EA	\$0.40	2,118.00	Exact Match
10.29	PLUG, COUPLER, ¼ IN: ¼ in FNPT connection size;	Dynaquip	P340	Plug,Coupler,1/4 In	1/4 In Fnpt Connection Size	Per EA	2X170	3,254 EA	\$0.51	1,652.03	Exact Match
10.30	PLUG, COUPLER, ¼ IN: ¼ in MNPT connection size;	Dynaquip	P241	Plug,Coupler,1/4 In	1/4 In Mnpt Connection Size	Per EA	4TL45	852 EA	\$0.68	576.74	Exact Match
10.31	PLUG, COUPLER, ¼ IN: 3/8 in FNPT connection size;	Dynaquip	P360	Plug,Coupler,1/4 In	3/8 In Fnpt Connection Size	Per EA	4X795	447 EA	\$0.85	378.23	Exact Match
10.32	PLUG, COUPLER, 1/4IN: 3/8 in MNPT connection size;	Dynaquip	P361	Plug,Coupler,1/4 In	3/8 In Mnpt Connection Size	Per EA	4X794	422 EA	\$0.65	272.68	Exact Match
10.33	PLUG, FEMALE: ¼ in connection NPT, ¼ in body size;	Dynaquip	P740	Plug,Female	1/4 In Connection NPT,1/4 In Body Size	Per EA	6MP81	519 EA	\$0.69	359.31	Exact Match
10.34	PLUG, MALE: ¼ in connection NPT, ¼ in body size;	Dynaquip	P741	Plug,Male	1/4 In Connection NPT,1/4 In Body Size	Per EA	6MP97	924 EA	\$0.62	568.62	Exact Match
10.35	PNEUMATIC AUTO DRAIN: 15 to 250 PSI, 1/8 in female NPT;	Wilkerson Grp	GRP-95-973	Pneumatic Auto Drain	15 To 250 PSI,1/8 In Female NPT	Per EA	6B251	840 EA	\$10.12	8,498.00	Exact Match
10.36	PUSH ON HOSE BARB: 3/8 in hose inside DIA;	GGG	5A253A	Push On Hose Barb	3/8 In Hose Inside Dia	Per EA	5A253	253 ea	\$0.44	110.40	Exact Match
10.37	PUSH ON HOSE BARB: ¼ in hose inside DIA;	GGG	5A252A	Push On Hose Barb	1/4 In Hose Inside Dia	Per EA	5A252	189 ea	\$0.42	79.04	Exact Match
10.38	SAFETY BLOW GUN: ¼ in NPT inlet, 4 ½ in length;	Dynaquip	BG25	Safety Blow Gun	1/4 In NPT Inlet,4 1/2 In Length	Per EA	5X786	820 EA	\$3.79	3,105.91	Exact Match
11) PUMPS & PLUMBING:											
11.01	ADAPTER, 1/2 IN: 5/8-x ¼ in outside diameter;	NIBCO		Adapter,1/2 In	5/8 X 1/2 In Outside Diameter	Per EA	5P026	604 EA	\$0.45	271.80	Description Match



Exhibit C
WCSA Grainger #7006 Market Basket

WCSA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
11.02	ADAPTER, 3/4 IN: 7/8-x 3/4 in outside diameter;	NIBCO	604	Adapter,3/4 In	7/8 X 3/4 In Outside Diameter	Per EA	5P030	2,501 EA	\$0.72	1,792.38	Exact Match
11.03	ADAPTER, 3/4 IN: 7/8-x 3/4 in outside diameter;	NIBCO	603	Adapter,3/4 In	7/8 X 3/4 In Outside Diameter	Per EA	5P018	940 EA	\$0.90	846.00	Exact Match
11.04	ADAPTER, FEMALE, 1/2 IN: slip socket x female thread, schedule 40;	George Fischer Sloane	L435-005	Adapter,Female,1/2 In	Slip Socket X Female Thread,Schedule 40	Per EA	6MZ43	874 EA	\$0.07	62.43	Exact Match
11.05	ADAPTER, MALE, 1/2 IN: slip socket x male thread, schedule 40;	George Fischer Sloane	L436-005	Adapter,Male,1/2 In	Slip Socket X Male Thread,Schedule 40	Per EA	6MZ49	1,209 EA	\$0.06	70.66	Exact Match
11.06	ADAPTER, MALE, 3/4 IN: slip socket x male thread, schedule 40;	George Fischer Sloane	L436-007	Adapter,Male,3/4 In	Slip Socket X Male Thread,Schedule 40	Per EA	6MZ50	1,603 EA	\$0.07	114.50	Exact Match
11.07	BEAM CLAMP, 3/8 IN: beam clamp;	KAST	350	Beam Clamp,3/8 In	Beam Clamp	Per EA	6NW25	1,003 EA	\$0.82	820.92	Exact Match
11.08	CAP, 1/2 IN: 5/8 in outside diameter;	NIBCO	617	Cap,1/2 In	5/8 In Outside Diameter	Per EA	5P121	1,105 EA	\$0.15	165.75	Exact Match
11.09	CAP, PVC, 1 IN: slip fit, schedule 40;	George Fischer Sloane	L447-010	Cap,PVC,1 In	Slip Fit,Schedule 40	Per EA	6NC02	1,250 EA	\$0.11	137.99	Exact Match
11.10	CARTRIDGE, FILTER, PK2: 5 microns, 8 GPM flow, 9 3/4 in height;	Aquapure	AP 110	Cartridge,Filter,Pk2	5 Microns,8 GPM Flow,9 3/4 In Height	Per EA	1P753	2,530 EA	\$8.41	21,265.49	Exact Match
11.11	CONNECTOR, BRAIDED: 1/2 in fip, 3/8 in compression;	Watts	CFC-S-CF-20	Connector,Braided	1/2 In Fip,3/8 In Compression	Per EA	6LL90	1,152 EA	\$2.67	3,075.07	Exact Match
11.12	COUPLING, 1IN: slip fit, schedule 40;	George Fischer Sloane	L429-010	Coupling,1 In	Slip Fit,Schedule 40	Per EA	6MZ39	1,010 EA	\$0.11	111.49	Exact Match
11.13	COUPLING, 1/2 IN: 5/8 in outside diameter;	NIBCO	600	Coupling,1/2 In	5/8 In Outside Diameter	Per EA	5P175	2,315 EA	\$0.19	432.13	Description Match
11.14	COUPLING, 1/2 IN: slip fit, schedule 40;	George Fischer Sloane	L429-005	Coupling,1/2 In	Slip Fit,Schedule 40	Per EA	6MZ38	1,096 EA	\$0.05	49.82	Exact Match
11.15	COUPLING, 3/4 IN: 7/8 in outside diameter;	NIBCO	600	Coupling,3/4 In	7/8 In Outside Diameter	Per EA	5P177	2,237 EA	\$0.32	708.38	Description Match
11.16	COUPLING, 3/4 IN: slip fit, schedule 40 PVC;	George Fischer Sloane	L429-007	Coupling,3/4 Inch	Slip Fit,Schedule 40 PVC	Per EA	3YA42	1,465 EA	\$0.06	85.62	Exact Match
11.17	COUPLING, 3/8 IN: 1/2 in outside diameter;	NIBCO	600	Coupling,3/8 In	1/2 In Outside Diameter	Per EA	5P174	1,119 EA	\$0.20	223.80	Description Match
11.18	ELBOW, 1IN: slip fit, schedule 40, 45 deg;	George Fischer Sloane	L471-010	Elbow,1 In	Slip Fit,Schedule 40,45 Deg	Per EA	6MZ34	3,124 EA	\$0.21	649.14	Exact Match
11.19	ELBOW, 1 IN: slip fit, schedule 40, 90 deg;	George Fischer Sloane	L406-010	Elbow,1 In	Slip Fit,Schedule 40,90 Deg	Per EA	6MZ28	891 EA	\$0.14	121.50	Exact Match
11.20	ELBOW, 1/2 IN: slip fit, schedule 40, 90 deg;	George Fischer Sloane	L406-005	Elbow,1/2 In	Slip Fit,Schedule 40,90 Deg	Per EA	6MZ26	953 EA	\$0.07	68.07	Exact Match
11.21	ELBOW, 1/2 IN, 90 DEG: 5/8 in OD, female solder X female solder,	NIBCO	607	Elbow,1/2 In,90 Deg	5/8 In Od,Female Solder X Female Solder	Per EA	5P051	3,214 EA	\$0.22	696.37	Description Match
11.22	ELBOW, 3/4 IN: slip fit, schedule 40;	George Fischer Sloane	L406-007	Elbow,3/4 In	Slip Fit,Schedule 40	Per EA	6MZ27	2,434 EA	\$0.07	173.86	Exact Match
11.23	ELBOW, 3/4 IN, 90 DEG: 7/8 in OD, female solder X female solder,	NIBCO	607	Elbow,3/4 In,90 Deg	7/8 In Od,Female Solder X Female Solder	Per EA	5P053	3,214 EA	\$0.47	1,499.87	Description Match
11.24	FILTER, ICE MAKER: 125-PSI max pressure, 0.5 GPM max flow	Aquapure	AP717	Filter,Icemaker	125 PSI Max Pressure,0.5 GPM Max Flow	Per EA	3P782	1,371 EA	\$9.28	12,726.54	Exact Match
11.25	NIPPLE, 1/2 X CLOSE: black pipe;	No Brand Name Assign	583-001HC	Nipple,1/2 X Close	Black Pipe	Per EA	5P650	1,146 EA	\$0.23	261.94	Exact Match
11.26	PIPE, PLASTIC, 3/4 IN: PVC schedule 40, 10 ft length;	George Fischer Sloane	4004-007AA	Pipe,Plastic,3/4 In	PVC Schedule 40, 10 Ft Length	Per EA	6MT63	1,054 EA	\$2.41	2,540.14	Exact Match
11.27	PUMP, PLASTIC, 1OZ: fits 1 Gal jugs with 38 mm neck finish;	Tolco	3U600	Gallon Pump,1oz/Stroke	1000 Ssu,1/4 In Od,Poly,11 In Tube	Per EA	3U600	682 ea	\$1.82	1,241.24	Exact Match
11.28	PUMP, SUMP, 1/6 HP: 20 GPM flow @ 1 ft of head;	Little Giant	5 MSP-18	Pump,Sump,1/6 HP	20 GPM Flow @ 1ft Of Head	Per EA	2P352	1,085 EA	\$59.89	64,982.20	Exact Match
11.29	REPAIR KIT, FLUSH VALVE: toilet flush valves, 4 to 5 gal per flush;	Sloan	A36A	Repair Kit,Flush Valve	Toilet Flush Valves,4 To 5 G Per Flush	Per EA	5P211	3,354 EA	\$7.03	23,576.38	Exact Match
11.30	REPAIR KIT, FLUSH VALVE: urinal flush valves, 1.5 gal per flush;	Sloan	A37A	Repair Kit,Flush Valve	Urinal Flush Valves,1.5 G Per Flush	Per EA	5P212	1,867 EA	\$7.01	13,096.38	Exact Match
11.31	REPAIR KIT, FLUSH VALVE: toilet flush valves, 3.5 gal per flush;	Sloan	A38A	Repair Kit,Flush Valve	Toilet Flush Valves, 3.5 G Per Flush	Per EA	5P213	1,838 EA	\$7.01	12,880.70	Exact Match
11.32	TEE, 1/2 IN: 5/8 in outside diameter;	NIBCO	611	Tee,1/2 In	5/8 In Outside Diameter	Per EA	5P098	1,253 EA	\$0.35	438.55	Exact Match
11.33	TOILET KIT, 1.6 GPF: para-flow, low consumption;	Sloan	A41A	Toilet Kit,1.6 Gpf	Para Flow,Low Consumption	Per EA	4LW51	1,044 EA	\$9.83	10,261.82	Exact Match
11.34	TUBING, POLYETHYLENE: 1/4 in outside diameter,	ATP	PE 14-NA	Tubing,Polyethylene	1/4 In Outside Diameter	Per EA	4HM13	1,143 EA	\$4.13	4,724.40	Exact Match
11.35	VACUUM BREAKER, 3/4 IN: brass, 3/4 in hose connection;	Watts	8BI	Vacuum Breaker,3/4 In	Brass,3/4 In Hose Connection	Per EA	6LL80	731 EA	\$2.41	1,764.15	Exact Match
11.36	VALVE, BALL: bronze material, 1/2 in size;	Conbraco	7010301	Valve,Ball	Bronze Material,1/2 In Size	Per EA	6KK49	1,274 EA	\$4.88	6,217.12	Exact Match
11.37	VALVE, BALL: bronze material, 3/4 in size;	Conbraco	7010401	Valve,Ball	Bronze Material,3/4 In Size	Per EA	6KK50	1,038 EA	\$8.12	8,425.37	Exact Match
11.38	VALVE, BALL: 1 in inlet/outlet;	Import	6GD16A	Valve,Ball	1 In Inlet/Outlet	Per EA	6GD16	1,587 EA	\$7.46	11,841.91	Exact Match
11.39	VALVE, BALL: 1/2 in inlet/outlet; Import or equal	Import	6GD14A	Valve,Ball	1/2 In Inlet/Outlet	Per EA	6GD14	1,003 EA	\$3.32	3,329.96	Exact Match
11.40	VALVE, BALL: 3/4 in inlet/outlet; Import or equal	Import	6GD15A	Valve,Ball	3/4 In Inlet/Outlet	Per EA	6GD15	969 EA	\$4.72	4,576.91	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
11.41	VALVE, BALL: ¼ in inlet/outlet; Import or equal	Import	6GD11A	Valve,Ball	1/4 In Inlet/Outlet	Per EA	6GD11	889 EA	\$3.06	2,718.72	Exact Match
11.42	VALVE, BALL: 3/8 in inlet/outlet; Import or equal	Import	6GD13A	Valve,Ball	3/8 In Inlet/Outlet	Per EA	6GD13	388 EA	\$3.06	1,186.57	Exact Match
11.43	VALVE, BALL, ½ IN: ½ in solder inlet/outlet;	Import	6GD26	Valve,Ball,1/2 In	1/2 In Solder Inlet/Outlet	Per EA	6GD26	793 EA	\$3.60	2,857.68	Exact Match
11.44	VALVE, BALL, ¾ IN: ¾ in solder inlet/outlet;	Import	6GD27	Valve,Ball,3/4 In	3/4 In Solder Inlet/Outlet	Per EA	6GD27	508 EA	\$5.04	2,562.17	Exact Match
11.45	VALVE, MINI BALL: brass, ¼ in inlet/outlet;	Import	6GD45	Valve,Mini Ball	Brass,1/4 In Inlet/Outlet	Per EA	6GD45	544 EA	\$2.44	1,325.38	Exact Match
11.46	VALVE, MINI BALL: brass, ¼ in inlet/outlet;	Import	6GD48	Valve,Mini Ball	Brass,1/4 In Inlet/Outlet	Per EA	6GD48	447 EA	\$2.44	1,089.05	Exact Match
12) SAFETY & SECURITY											
12.01	CORD, EYE WEAR, BLACK: polyester, adjustable;	UVEX	S501	Cord,Eyewear,Black	Polyester,Adjustable	Per EA	3AW51	2,981 EA	\$1.12	3,349.24	Exact Match
12.02	EYEWEAR, SAFETY, CLEAR: wraparound design, one piece lens;	North	18000	Eyewear,Safety,Clear	Wraparound Design,One Piece Lens	Per EA	5W194	4,471 EA	\$1.45	6,461.14	Exact Match
12.03	EYEWEAR, SAFETY, CLEAR: black frame color;	Condor	1VW15	Eyewear,Safety,Clear	Black Frame Color	Per EA	1VW15	3,564 EA	\$1.02	3,650.93	Exact Match
12.04	EYEWEAR, SAFETY, CLEAR: black frame color;	Condor	1VT99	Eyewear,Safety,Clear	Black Frame Color	Per EA	1VT99	2,798 EA	\$1.02	2,866.24	Exact Match
12.05	EYEWEAR, SAFETY, CLEAR: black frame color;	Willson	11150750	Eyewear,Safety,Clear	Black Frame Color	Per EA	3PA44	2,429 EA	\$2.14	5,198.65	Exact Match
12.06	EYEWEAR, SAFETY, GRAY: black frame color;	Condor	1VT84	Eyewear,Safety,Gray	Black Frame Color	Per EA	1VT84	5,087 EA	\$2.23	11,352.70	Exact Match
12.07	GLOVE, CANVAS, MENS L, PR: 10 oz, knit wrist;	Condor	6AF50	Glove,Canvas,Mens L,Pr	10 Oz,Knit Wrist	Per Pair	6AF50	14,692 PR	\$0.66	9,675.22	Exact Match
12.08	GLOVE, CANVAS, MENS L, PR: 8 oz, knit wrist, white;	Condor	3AD76A	Glove,Canvas,Mens L,Pr	8 Oz,Knit Wrist,White	Per Pair	3AD76	9,424 PR	\$0.51	4,826.93	Exact Match
12.09	GLOVE, DRIVERS, PR: men's L;	Condor	3ZL50A	Glove,Drivers,Pr	Mens L	Per Pair	3ZL50	6,814 PR	\$3.36	22,868.45	Exact Match
12.10	GLOVE, DRIVERS, PR: men's L;	Condor	5AC74A	Glove,Drivers,Pr	Mens L	Per Pair	5AC74	6,735 PR	\$2.91	19,630.06	Exact Match
12.11	GLOVE, DRIVERS, PR: men's M;	Condor	3ZL51A	Glove,Drivers,Pr	Mens M	Per Pair	3ZL51	5,347 PR	\$3.36	17,945.05	Exact Match
12.12	GLOVE, DRIVERS, PR: men's L;	Condor	1AJ23	Glove,Drivers,Pr	Mens L	Per Pair	1AJ23	4,846 PR	\$3.89	18,863.94	Exact Match
12.13	GLOVE, DRIVERS, PR: men's M;	Condor	3AW80A	Glove,Drivers,Pr	Mens M	Per Pair	3AW80	4,104 pr	\$2.90	11,911.61	Exact Match
12.14	GLOVE, DRIVERS; PR: men's M;	Condor	6AW35	Glove,Drivers,Pr	Mens M	Per Pair	6AW35	3,364 PR	\$3.89	13,094.99	Exact Match
12.15	GLOVE, DRIVERS, PR: men's S;	Condor	3ZL52A	Glove,Drivers,Pr	Mens S	Per Pair	3ZL52	3,275 PR	\$3.36	10,991.22	Exact Match
12.16	GLOVE, DRIVERS, PR: men's XL;	Condor	1AD52A	Glove,Drivers,Pr	Mens XL	Per Pair	1AD52	2,738 pr	\$2.91	7,980.27	Exact Match
12.17	GLOVE, JERSEY, MENS L, PR: 8 oz, knit wrist, polycotton, brown;	Condor	1AV08A	Glove,Jersey,Mens L,Pr	8 Oz,Knit Wrist,Polycotton,Brown	Per Pair	1AV08	12,902 PR	\$0.49	6,293.66	Exact Match
12.18	GLOVE, JERSEY, MENS L, PR: 8 oz, knit wrist, brown, clute cut;	Condor	3ZL57	Glove,Jersey,Mens L,Pr	8 Oz,Knit Wrist,Brown,Clute Cut	Per Pair	3ZL57	6,288 PR	\$0.55	3,450.73	Exact Match
12.19	GLOVE, JERSEY, MENS L, PR: 7 oz, reversible knit wrist, white;	Condor	2AM49	Glove,Jersey,Mens L,Pr	7 Oz,Reversible Knit Wrist,White	Per Pair	2AM49	3,861 PR	\$0.49	1,883.41	Exact Match
12.20	GLOVE, JERSEY, MENS L, PR: 9 oz, USA made, premium, brown;	Wells Lamont	701L	Glove,Jersey,Mens L,Pr	9 Oz,Usa Made,Premium,Brown	Per Pair	3AF22	3,150 PR	\$1.35	4,244.82	Exact Match
12.21	GLOVE, KNIT, MENS, PR: nitrile coated palm, washable;	North	81/1162M	Glove,Knit,Mens,Pr	Nitrile Coated Palm,Washable	Per Pair	4A274	31,635 PR	\$0.98	31,056.31	Exact Match
12.22	GLOVE, KNIT, MENS, PR: PVC dotted on both sides;	Condor	5JK50	Glove,Knit,Mens,Pr	PVC Dotted On Both Sides	Per Pair	5JK50	18,103 PR	\$0.48	8,609.96	Exact Match
12.23	GLOVE, LATEX, L, PK100: disposable, 5 mils thickness, powdered;	Ansell	69-210	Glove,Latex,L,Pk100	Disposable,5 Mils Thickness,Powdered	Per Pkg	4XT08	11,018 PKG	\$3.11	34,272.46	Exact Match
12.24	GLOVE, LATEX, L, PK100: disposable, 5 mils thickness, powder free;	Ansell	69-318	Glove,Latex,L,Pk100	Disposable,5 Mils Thickness,Powder Free	Per Pkg	4XT04	2,724 PKG	\$4.52	12,318.89	Exact Match
12.25	GLOVE, LATEX, M, PK100: disposable, 5 mils thickness, powdered;	Ansell	69-210	Glove,Latex,M,Pk100	Disposable,5 Mils Thickness,Powdered	Per Pkg	4XT07	2,944 PKG	\$3.09	9,105.62	Exact Match
12.26	GLOVE, LATEX, SIZE 10, PR: 18 mils thickness, 12 in length, yellow;	North	NRF182/10	Glove,Latex,Size 10,Pr	18 Mils Thickness,12 In Length,Yellow	Per Pair	4JD78	5,289 PR	\$0.51	2,675.61	Exact Match
12.27	GLOVE, LATEX, SIZE 10, PR: 18 mils thickness, 12 in length, natural;	North	UNLS1812/10	Glove,Latex,Size 10,Pr	18 Mils Thickness,12 In Length,Natural	Per Pair	6T542	3,533 PR	\$0.48	1,704.15	Exact Match
12.28	GLOVE, LATEX, SIZE 9, PR: 18 mils thickness, 12 in length, yellow;	North	NRF 182/9	Glove,Latex,Size 9,Pr	18 Mils Thickness,12 In Length,Yellow	Per Pair	4JD80	3,511 PR	\$0.51	1,776.15	Exact Match



Exhibit C
WCSA Grainger #7006 Market Basket

WCSA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
12.29	GLOVE, LATEX, XL, PK 100: disposable, 5 mils thickness, powdered;	Ansell	69-210	Glove,Latex,Xl,Pk100	Disposable,5 Mils Thickness,Powdered	Per pkg	4XT09	4,336 Pkg	\$3.12	13,518.12	Exact Match
12.30	GLOVE, LEATHER PALM, PR: men's Large;	Condor	3ZL53A	Glove,Leather Palm,Pr	Mens L	Per Pair	3ZL53	21,525 PR	\$0.82	17,542.88	Exact Match
12.31	GLOVE, LEATHER PALM, PR: men's Large;	Condor	6AJ36A	Glove,Leather Palm,Pr	Mens L	Per Pair	6AJ36	10,560 PR	\$1.04	10,957.55	Exact Match
12.32	GLOVE, LEATHER PALM PR: men's Large;	Condor	5JH03	Glove,Leather Palm,Pr	Mens L	Per Pair	5JH03	8,882 PR	\$0.97	8,589.42	Exact Match
12.33	GLOVE, LEATHER PALM PR: men's Large;	Condor	4AZ97	Glove,Leather Palm,Pr	Mens L	Per Pair	4AZ97	3,548 PR	\$1.16	4,098.98	Exact Match
12.34	GLOVE, LEATHER PALM, PR: men's Large;	Condor	2AH54	Glove,Leather Palm,Pr	Mens L	Per Pair	2AH54	2,929 PR	\$2.03	5,933.81	Exact Match
12.35	GLOVE, NITRILE, L, PK100: disposable, 5 mils thickness, powder free;	Ansell	92-675	Glove,Nitrile,L,Pk100	Disposable,5 Mils Thickness,Powder Free	Per Pkg	1RL58	3,968 Pkg	\$6.58	26,114.11	Exact Match
12.36	GLOVE, NITRILE, PR: size 10, 15 mils thickness, 13 in length;	Condor	6JF99A	Glove,Nitrile,Pr	Size 10,15 Mils Thickness,13 In Length	Per Pair	6JF99	5,171 PR	\$0.98	5,049.33	Exact Match
12.37	GLOVE, NITRILE, SZ10, PR: palm coated, knit wrist, color green;	Best	4600-10	Glove,Nitrile,Sz 10,Pr	Palm Coated,Knit Wrist,Color Green	Per Pair	3AB74	2,964 PR	\$2.41	7,148.47	Exact Match
12.38	GLOVE, NITRILE, XL, PK100: disposable, 5mils thickness, powder free,	Ansell	92-675	Glove,Nitrile,Xl,Pk100	Disposable,5 Mils Thickness,Powder Free	Per Pkg	1RL59	4,185 Pkg	\$6.59	27,591.46	Exact Match
12.39	GLOVE, POLY, M, PK100: disposable, 1.25 mil thick, powder free,	North	74/PD 100M	Glove,Poly,M,Pk100	Disposable,1.25 Mil Thick,Powder Free	Per Pkg	4JD82	10,265 Pkg	\$2.22	22,776.22	Exact Match
12.40	GLOVE, STRING KNIT, PR: size large,	Perfect Fit	300L	Glove,String Knit,Pr	Size Large	Per Pair	4JF56	14,506 PR	\$1.99	28,875.47	Exact Match
12.41	GLOVE, STRING KNIT, PR: size X Large;	Perfect Fit	300XL	Glove,String Knit,Pr	Size X Large	Per Pair	4JF59	5,868 PR	\$2.18	12,771.53	Exact Match
12.42	GLOVE, STRING KNIT, PR: size medium;	Perfect Fit	300M	Glove,String Knit,Pr	Size Medium	Per Pair	4JF57	5,431 PR	\$1.98	10,734.21	Exact Match
12.43	GLOVE, VINYL, L, PK100: disposable/ reusable, 5 mil thick, powdered;	Ansell	34-500	Glove,Vinyl,L,Pk100	Disposable/Reusable,5 Mil Thick,Powdered	Per Pkg	4T439	3,395 Pkg	\$3.65	12,397.74	Exact Match
12.44	GOGGLE, PROTECTIVE: perforated, regular frame;	Condor	1VT67	Goggle,Protective	Perforated,Regular Frame	Per EA	1VT67	3,392 EA	\$0.89	3,032.85	Exact Match
12.45	LOCKOUT HASP: 1 in inside jaw dia, 4 1/2 in height;	Master Lock	420	Lockout Hasp	1 In Inside Jaw Dia,4 1/2 In Height	Per EA	1U177	2,736 EA	\$3.04	8,310.60	Exact Match
12.46	MASK, DUST, PK50: provides relief and protection;	Wilson	CP1000VG	Mask,Dust,Pk50	Provides Relief And Protection	Per Pkg	4VT68	5,135 Pkg	\$4.18	21,458.26	Exact Match
12.47	PADLOCK, COMBINATION: 15/16 in body size thickness;	Master Lock	175	Padlock,Combination	15/16 In Body Size Thickness	Per EA	1U172	3,017 EA	\$10.15	30,626.32	Exact Match
12.48	SMOKE ALARM: no exit light, hush button;	Fyrnetics	0916LLE	Smoke Alarm	No Exit Light,Hush Button	Per EA	4RR03	5,347 EA	\$9.13	48,827.55	Exact Match
13) TOOLS & TEST EQUIPMENT											
13.01	BIT, PHILLIP RIB #2 PK5: ISO-TEMP 1in LG 1/4 Hex shank;	Magna	45913	Bit Phillip Rib #2 Pk5	Iso-Temp 1in Lg 1/4 Hex Shank	Per EA	3AJ64	1,107 EA	\$1.55	1,720.11	Exact Match
13.02	BIT, PHILLIPS POWER #2 PK5: ribbed ISO temp 1 15/16 in length, 1/4 hex shank;	Magna	45327	Bit Phillipspower#2pk5	Ribbed Isotemp 1 15/16inl,1/4 Hex Shank	Per pkg	3AJ75	843 Pkg	\$3.18	2,684.63	Exact Match
13.03	BIT HOLDER MAGNETIC PK 2: screw cap, style 1/4 hex-drive, 2 7/8 in length;	Magna	27690	Bitholder Magnetic Pk2	Screw Cap,Style 1/4 Hexdrive, 2 7/8inl	Per pkg	3UU39	1,115 Pkg	\$10.65	11,870.46	Exact Match
13.04	BLADE, HACKSAW: 12 in blade length, 24 teeth per inch;	Stanley	15-631	Blade,Hacksaw	12 In Blade Length,24 Teeth Per Inch	Per EA	5R856	1,413 EA	\$1.06	1,493.74	Exact Match
13.05	BLADE, HACKSAW: 12 in blade length, 32 teeth per inch;	Stanley	15-630	Blade,Hacksaw	12 In Blade Length,32 Teeth Per Inch	Per EA	5R854	1,001 EA	\$1.06	1,058.20	Exact Match
13.06	BLADE, HACKSAW: 18 TPI x 12", bi-metal;	Stanley	15-632	Hacksaw Blade	18 Tpi X 12", Bi-Metal	Per EA	5R858	930 EA	\$1.06	983.14	Exact Match
13.07	BLADE, RECIP SAW, PK5: 18 teeth per inch, 6 in length;	Milwaukee Accessories	48-00-5184	Blade,Recip Saw,Pk5	18 Teeth Per Inch,6 In Length	Per pkg	2AC20	1,730 Pkg	\$8.16	14,113.92	Exact Match
13.08	BLADE, RECIP SAW, PK5: 14 TPI, 6 in length, metal cutting;	Milwaukee Accessories	48-00-5182	Blade,Recip Saw,Pk5	14 Tpi,6 In Length,Metal Cutting	Per pkg	2AC19	914 Pkg	\$8.14	7,444.02	Exact Match
13.09	BLADE, RECIP SAW, PK5: 24 teeth per inch, 6 in length;	Milwaukee Accessories	48-00-5186	Blade,Recip Saw,Pk5	24 Teeth Per Inch,6 In Length	Per pkg	2AC21	659 Pkg	\$8.16	5,376.34	Exact Match
13.10	BLADE, RECIP SAW, PK5: 14 teeth per inch, 9 in length;	Milwaukee Accessories	48-00-5187	Blade,Recip Saw,Pk5	14 Teeth Per Inch,9 In Length	Per pkg	1BV15	547 Pkg	\$10.00	5,467.72	Exact Match
13.11	BLADE, RECIP SAW, PK5: 18 teeth per inch, 12 in length;	Milwaukee Accessories	48-00-5189	Blade,Recip Saw,Pk5	18 Teeth Per Inch,12 In Length	Per pkg	1BV17	472 Pkg	\$12.49	5,895.41	Exact Match
13.12	BLADE, RECIP SAW, PK5: 18 teeth per inch, 9 in length;	Milwaukee Accessories	48-00-5188	Blade,Recip Saw,Pk5	18 Teeth Per Inch,9 In Length	Per pkg	1BV16	457 Pkg	\$10.01	4,575.71	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
13.13	DETECTOR, VOLTAGE: measures 90 to 600 vac, 5 ¼ in;	Fluke	1AC-A1	Detector, Voltage	Measures 90 To 600 Vac, 5 3/4 In	Per EA	3LV90	3,810 EA	\$18.43	70,226.30	Exact Match
13.14	DETECTOR, VOLTAGE: 50-1000 vac, audible/visual indicators;	Greenlee	GT-11	Detector, Voltage	50-1000 Vac, Audible/Visual Indicators	Per EA	4CB66	767 EA	\$10.88	8,347.01	Exact Match
13.15	DRILL BIT SET: 1/16 to ½ in size;	DeWalt Accessories	DW1956	Drill Bit Set	1/16 To 1/2 In Size	Per Set	1UG92	1,048 Set	\$21.61	22,642.39	Exact Match
13.16	DRILL BIT SET, 29 PC: 1/16 to ½ in;	DeWalt Accessories	DW1969	Drill Bit Set, 29 PC	1/16 To 1/2 In	Per Set	1NK11	570 Set	\$60.58	34,528.97	Exact Match
13.17	DRILL BIT, ¼ INCH: HSS pilot point;	DeWalt Accessories	1916B	Drill Bit, 1/4 Inch	HSS Pilot Point	Per EA	4YK55	827 EA	\$1.67	1,378.33	Exact Match
13.18	DRILL BIT, 1/8 INCH: HSS pilot point;	DeWalt Accessories	1908B	Drill Bit, 1/8 In, HSS	135 Deg Split, 1.62 Flute L, 2.75 Oal, Gold	Per EA	4YK47	1,071 EA	\$0.96	1,025.10	Exact Match
13.19	DRILL BIT, 13/64 INCH: HSS pilot point;	DeWalt Accessories	1913B	Drill Bit, 13/64 Inch	HSS Pilot Point	Per EA	4YK52	623 ea	\$1.51	943.40	Exact Match
13.20	DRILL BIT, 3/16 INCH: HSS pilot point;	DeWalt Accessories	DW 1912B	Drill Bit, 3/16 Inch	HSS Pilot Point	Per EA	4YK51	830 EA	\$1.27	1,055.29	Exact Match
13.21	DRILL BIT, 3/32 INCH: HSS pilot point;	DeWalt Accessories	DW 1906B	Drill Bit, 3/32 In, HSS	135 Deg Split, 1.25 Flute L, 2.25 Oal, Gold	Per EA	4YK45	463 EA	\$0.87	403.47	Exact Match
13.22	DRILL BIT, 3/8 INCH: HSS pilot point;	DeWalt Accessories	DW 1907B	Drill Bit, 7/64 In, HSS	135 Deg Split, 1.50 Flute L, 2.62 Oal, Gold	Per EA	4YK46	560 EA	\$0.89	496.00	Exact Match
13.23	DRILL BIT, 7/64 INCH: HSS pilot point;	DeWalt Accessories	DW 1924B	Drill Bit, 3/8 Inch	HSS Pilot Point	Per EA	4YK63	525 EA	\$3.97	2,085.00	Exact Match
13.24	DRILL BIT, 9/64 INCH: HSS pilot point;	DeWalt Accessories	DW 1909B	Drill Bit, 9/64 In, HSS	135 Deg Split, 1.75 Flute L, 2.88 Oal, Gold	Per EA	4YK48	488 EA	\$1.07	522.86	Exact Match
13.25	DRILL BIT, ½ IN: carbide tipped, 6 in overall length;	Bosch	HC2041	Drill Bit, 1/4 In	Carbide Tipped, 6 In Overall Length;	Per EA	4XD58	573 EA	\$3.34	1,915.46	Exact Match
13.26	DRILL BIT, 5/32 IN: 1.50 in drilling depth, 5/32 in size;	DeWalt Accessories	DW 1910B	Drill Bit, 5/32 In, HSS	135 Deg Split, 2.00 Flute L, 3.12 Oal, Gold	Per EA	4YK49	466 EA	\$1.10	512.60	Exact Match
13.27	DRILL/DRIVE KIT, 18V: ½ in chuck, adjustable clutch;	DeWalt	DW987K-2	Driver/Drill 18.0v	1/2in Chuck, 2 Batteries, Charger, Case	Per EA	3EA85	736 EA	\$229.24	168,720.64	Functional Match
13.28	DRIVER/DRILL 18.0V: ½ in chuck, 2 batteries, charger, case;	DeWalt	DW959K-2	Drill/Driver, Cordless	1/2 In Chuck, 18.0 V, 450 In/Lb Torque, Vsr	Per EA	4GA77	555 EA	\$188.10	104,395.50	Functional Match
13.29	DUSTER, ECONOMICAL, 10 OZ: big blast;	Chemtronics	ES 1015	Duster, Economical, 10oz	Big Blast	Per EA	5JC04	2,472 EA	\$5.95	14,710.09	Exact Match
13.30	ENGRAVER, ELECTRIC: 7200 strokes per minute, 0.2 AMPS @ 120vac;	Dremel	290-01	Engraver, Electric	7200 Strokes Per Minute, 0.2 Amps @ 120vac	Per EA	3XA70	971 ea	\$16.26	15,787.17	Exact Match
13.31	GAUGE, PRESSURE, 160 PSI: 2 in dial, ¼ in pipe size NPT;	US Gauge	P500K-2-160CBM	Gauge, Pressure	0-160 PSI, 2 In Dial, 1/4 In Pipe Size NPT	Per EA	5WZ41	1,020 EA	\$2.02	2,060.40	Functional Match
13.32	HACKSAW, RUBBER GRIP: 10 in, 3 7/8 in throat depth;	Stanley	15-265	Hacksaw, Rubber Grip	10 In, 3 7/8 In Throat Depth	Per EA	5C928	1,097 ea	\$8.06	8,841.82	Exact Match
13.33	HAMMER BIT, ¼ IN: carbide tipped, 4 in drilling length;	DeWalt Accessories	DW5225	Hammer Bit, 1/4 In	Carbide Tipped, 4 In Drilling Length	Per EA	4KZ97	871 EA	\$2.31	2,015.74	Exact Match
13.34	HAMMER BIT, ¼ IN: carbide tipped, 2 in drilling length;	DeWalt Accessories	DW5224	Hammer Bit, 1/4 In	Carbide Tipped, 2 In Drilling Length	Per EA	4KZ96	829 EA	\$1.59	1,314.56	Exact Match
13.35	HOLE SAW, 7/8 IN: use arbor A1, A4, variable pitch;	Starrett	VH0078	Hole Saw, 7/8 In	Bimetal, 1/2-20 Thread, Arbor Not Included	Per EA	4XG70	303 EA	\$3.12	944.35	Functional Match
13.36	MEASURING TAPE: 12 ft blade length, ¾ in blade width;	Stanley	33-312	Measuring Tape	12 Ft Blade Length, 3/4 In Blade Width	Per EA	6A496	2,999 EA	\$8.57	25,714.28	Exact Match
13.37	MEASURING TAPE: 16ft blade length, ¾ in blade width;	Stanley	33-116	Measuring Tape	16 Ft Blade Length, 3/4 In Blade Width	Per EA	6A497	2,306 EA	\$10.62	24,483.13	Exact Match
13.38	MEASURING TAPE: 25 ft blade length, 1 ¼ in blade width;	Stanley	33-725	Measuring Tape	25 Ft Blade Length, 1 1/4 In Blade Width	Per EA	5HL16	1,403 EA	\$19.99	28,045.97	Exact Match
13.39	MEASURING TAPE, 25FT: 1 in blade width;	Stanley	33-425	Measuring Tape, 25 Ft.	1 In. Blade Width	Per EA	6A498	4,065 EA	\$12.62	51,300.30	Exact Match
13.40	MULTIMETER, DIGITAL: 3 ½ LCD display, 1000 OHMS resistance;	Fluke	T5-600	Multimeter, Digital	3 1/2 LCD Display, 1000 Ohms Resistance	Per EA	4KF19	564 EA	\$81.55	45,993.16	Exact Match
13.41	NUT DRIVER SET: 3/16 – ½ in hex size;	Klein	631	Nut Driver Set	3/16 - 1/2 In Hex Size	Per EA	4A843	1,435 EA	\$31.45	45,127.88	Exact Match
13.42	PLIER, STRAIGHT JAW: tongue and groove, 12 in length;	Channellock	440	Plier, Straight Jaw	Tongue And Groove, 12 In Length	Per EA	4CR41	2,019 EA	\$10.55	21,292.68	Exact Match
13.43	PLIER, STRAIGHT JAW: tongue and groove, 2 in max jaw opening;	Channellock	430	Plier, Straight Jaw	Tongue And Groove, 2 In Max Jaw Opening	Per EA	4CR40	1,944 EA	\$9.81	19,076.12	Exact Match
13.44	POWER BIT, #2: 1 15/16 in bit length;	Magna	27361	Bit Phillippower #2pk5	1-15/16"	Per EA	3AE53	525 EA	\$2.18	1,146.92	Exact Match
13.45	PUTTY KNIFE: 1 ¼ in blade width, nylon handle;	Stanley	28-140	Putty Knife	1 1/4 In Blade Width, Nylon Handle	Per EA	1ARX3	3,484 EA	\$2.36	8,212.29	Exact Match
13.46	PUTTY KNIFE: 1 ¼ in blade width, hardwood handle;	Stanley	28-541	Putty Knife	1 1/4 In Blade Width, Hardwood Handle	Per EA	1ARX8	1,604 EA	\$2.19	3,505.89	Exact Match
13.47	PUTTY KNIFE: 1 ½ in blade width, nylon handle;	Stanley	28-141	Putty Knife	1 1/2 In Blade Width, Nylon Handle	Per EA	1ATC0	1,541 EA	\$2.59	3,984.59	Exact Match



Exhibit C
WSCA Grainger #7006 Market Basket

WSCA Line #	Description	Mfg	Mfg Part #	Customer Description	Additional Description	Unit of Measure	WWG#	Qty	New Proposed Sell	Extended based on usage	CODE
13.48	PUTTY KNIFE: 1 1/4 in blade width, nylon handle;	Stanley	28-240	Putty Knife	1 1/4 In Blade Width,Nylon Handle	Per EA	1ARX9	928 EA	\$2.43	2,253.71	Exact Match
13.49	PUTTY KNIFE/SCRAPER: stiff blade, plastic/rubber handle;	Westward	4YP28	Putty Knife/Scraper	Stiff Blade,Plastic/Rubber Handle	Per EA	4YP28	869 EA	\$4.05	3,515.73	Exact Match
13.50	RAZOR BLADE, PK100: single edge;	Stanley	11-515	Razor Blade,Pk100	Single Edge	Per pkg	4A807	2,206 pkg	\$3.19	7,033.99	Exact Match
13.51	RETRACTABLE KNIFE: 3 position, string cutter;	Stanley	10-499	Retractable Knife	3 Position,String Cutter	Per EA	5C944	1,980 EA	\$4.16	8,236.80	Exact Match
13.52	RULE, TAPE: 25 ft blade length, 1 in blade width;	Stanley	30-825	Rule,Tape	25 Ft Blade Length,1 In Blade Width	Per EA	3TB93	1,890 EA	\$8.45	15,970.50	Exact Match
13.53	SANDER/GRINDER, 4.5 IN: 7.5 A current @ 120 VAC;	DeWalt	DW402	Sander/Grinder,4.5 In	7.5 A Current @ 120 Vac	Per EA	3MJ26	698 EA	\$75.60	52,768.80	Exact Match
13.54	SCRAPER, RAZOR BLADE: 4 in blade length;	Stanley	28-500	Scraper,Razor Blade	3 3/4 In Overall L,1 1/2 In Blade Width	Per EA	6R029	9,373 EA	\$1.46	13,657.80	Exact Match
13.55	SCRAPER, WALL, 3 IN: nylon handle;	Stanley	28-139	Scraper,Wall,3 In	Nylon Handle	Per EA	1ARX2	1,327 EA	\$3.62	4,799.95	Exact Match
13.56	SCREWDRIVER, 10 IN 1: 7 1/3 in overall length;	Klein	32477	Screwdriver,10 In 1	7 1/3 In Overall Length	Per EA	5LL46	2,353 EA	\$8.71	20,493.06	Exact Match
13.57	SCREWDRIVER, 5 IN 1: standard slotted, Phillips, nut driver;	Westward	3FU95	Screwdriver,5 In 1	Standard,Slotted,Phillips,Nutdriver	Per EA	3FU95	785 EA	\$2.39	1,873.53	Exact Match
13.58	SCREWDRIVER, 6 IN 1: cushion grip 6 in 1 screwdriver;	Westward	3FU90	Screwdriver,6 In 1	Cushion Grip 6 In 1 Screwdriver	Per EA	3FU90	1,251 EA	\$2.99	3,735.13	Exact Match
13.59	SCREWDRIVER, PHILLIPS: #2 point- tip size, 4 in shank length;	Stanley	64-102	Screwdriver,Phillips	#2 Point Tip Size,4 In Shank Length	Per EA	6C239	2,072 EA	\$2.47	5,120.80	Exact Match
13.60	SCREWDRIVER, PHILLIPS: #2 point- tip size, 4 in shank length;	Klein	603-4	Screwdriver,Phillips	#2 Point Tip Size,4 In Shank Length	Per EA	4A848	1,407 EA	\$5.12	7,207.59	Exact Match
13.61	SCREWDRIVER BIT SET: star, 6 pieces;	Westward	4WX68	Screwdriver Bit Set	Star,6 Pieces	Per Set	4WX68	543 Set	\$1.60	868.80	Exact Match
13.62	SCREWDRIVER BIT SET: 51 pieces;	Westward	4WX67	Screwdriver Bit Set	51 Pieces	Per Set	4WX67	332 Set	\$16.73	5,552.94	Exact Match
13.63	SCREWDRIVER BIT, #2: 1 in bit length;	Magna	27021	Bit Phillips #2 Pk5	Extra Hard, 1/4 Hex Shank	Per EA	3AE43	620 EA	\$1.25	772.62	Exact Match
13.64	SCREWDRIVER SET: 37 pieces;	DeWalt Accessories	DW2163	Screwdriver Set	37 Pieces	Per Set	4WM46	522 Set	\$22.22	11,600.33	Exact Match
13.65	SCREWDRIVER, CORDLESS: cordless, 0-80 in/ lb max torque;	DeWalt	DW920K-2	Screwdriver,Cordless	Cordless,0-80 In/Lb Max Torque	Per EA	6RM76	493 EA	\$93.60	46,144.80	Exact Match
13.66	SDS DRILL BIT, 1/4 IN: 4 in drilling length, 6 in overall length;	DeWalt Accessories	DW5417	SDS Drill Bit,1/4 In	4 In Drilling Length,6 In Overall Length	Per EA	4TG19	952 EA	\$3.34	3,182.40	Exact Match
13.67	SDS DRILL BIT, 1/4 IN: 6 in drilling length, 8 in overall length;	DeWalt Accessories	DW5418	SDS Drill Bit,1/4 In	6 In Drilling Length,8 In Overall Length	Per EA	4TG21	448 ea	\$4.57	2,048.00	Exact Match
13.68	SPADE BIT, 6PC. SET: 3/8-1 with 1/4 shank 6-OAL;	Speedbore	88899	Spade Bit, 6pc. Set	3/8-1 With 1/4 Shank 6-Oal	Per Set	4XL03	553 Set	\$10.06	5,564.16	Exact Match
13.69	STEP DRILL BIT, 12 HOLES: 3/8 in shank size;	Unibit	4	Step Drill Bit,12holes	3/8 In Shank Size	Per EA	6A922	455 EA	\$24.52	11,155.08	Exact Match
13.70	STEP DRILL SET, 3 PC: 1/8 to 3/4 in hole size;	Unibit	502	Step Drill Set,3 PC	1/8 To 3/4 In Hole Size	Per Set	4A954	556 Set	\$43.30	24,076.65	Exact Match
13.71	STRAIGHT BIT SHANK SET: 7 pieces, includes 3/16 x 3 in;	DeWalt Accessories	DW5207	Straight Bit Shank Set	7 Pieces,Includes 3/16 X 3 In	Per Set	4KZ92	467 Set	\$15.89	7,419.96	Exact Match
13.72	THERMOMETER, DIAL: 2 deg divisions;	Taylor	6092L-10	Thermometer,Dial	2 Deg Divisions	Per EA	2T697	905 EA	\$5.60	5,068.00	Exact Match
13.73	THERMOMETER, DIGITAL: -40 to 392 Deg F Temp Range	Cooper	DPP400W	Thermometer,Digital	-40 To 392 Deg F Temp Range	Per EA	5WX81	601 ea	\$16.63	9,995.09	Exact Match
13.74	THERMOMETER, FREEZER: -30 to 70 Deg F Temp Range	Taylor	5923	Thermometer,Freezer	-40 To 80 Deg F Temp Range	Per EA	2T704	1,188 ea	\$3.22	3,828.00	Functional Match
13.75	THERMOMETER, FREEZER: -40 to 80 Deg F Temp Range	Taylor	5925	Thermometer,Freezer	-40 To 80 Deg F Temp Range	Per EA	2T704	1,019 ea	\$3.22	3,283.44	Exact Match
13.76	THERMOMETER, INFRARED: 0 to 500 Deg F W/laser sighting	Raytex	MT4	Thermometer,Infrared	0 To 500 Deg F W/Laser Sighting	Per EA	4XX07	869 EA	\$62.39	54,215.67	Exact Match
13.77	TORPEDO LEVEL, 9 IN: 1 level, 3 vials;	Johnson	4500 M	Torpedo Level,9 In	1 Level,3 Vials	Per EA	6X995	1,936 EA	\$6.70	12,976.73	Exact Match
13.78	TORX INSERT BIT, T25: 1 in bit length, tamper proof;	Magna	38348	Torx Bit T25,Pk5	Tamper Proof 1in Long 1/4 Hex Shank	Per EA	3UU31	480 EA	\$12.09	5,804.31	Exact Match
13.79	UTILITY BLADE, PK5: heavy duty;	Stanley	11-921	Utility Blade,Pk5	Heavy Duty	Per pkg	5C949	8,501 Pkg	\$0.71	6,072.14	Exact Match
13.80	UTILITY KNIFE BLADE: pocketknife;	Stanley	11-041	Utility Knife Blade	Pocket Knife	Per EA	5R688	1,793 EA	\$1.39	2,484.59	Exact Match
13.81	UTILITY KNIFE 3 BLADE: retractable, 3 position;	Stanley	10-099	Utility Knife,3 Blades	Retractable,3 Position	Per EA	4A803	9,809 EA	\$3.22	31,556.95	Exact Match
13.82	WHEEL, TUBING CUTTER: tubing cutter wheel;	Ridgid	E-3469	Wheel,Tubing Cutter	Tubing Cutter Wheel	Per EA	4CW65	1,428 EA	\$3.72	5,311.46	Exact Match
13.83	WIRE STRIPPER/CUTTER: 10-18 AWG, 6 in length;	Klein	11045	Wire Stripper/Cutter	10-18 AWG,6 In Length	Per EA	4A854	1,453 EA	\$8.55	12,422.18	Exact Match

GRAINGER[®]

Industrial Supply

Western States Contracting Alliance - WSCA ITB #7066
Grainger Discount Structure

Exhibit A

% Off Manufacturer Less List

Lighting

GE Lighting

82.5% Off Mfr List (9002 August 1st, 2005 GE Lighting Price List)
54 Specially net priced items from WSCA ITB Market Basket
All other excluded items 10% off Grainger each price

Advance Transformer

83.5% Off Mfr List - Electronic	June 1, 2005 CATALOG 155CC
77.5% Off Mfr List - FLB	June 1, 2005 CATALOG 155CC
77.5% Off Mfr List - HID	June 1, 2005 CATALOG 155CC
70% Off Mfr List - Sign	June 1, 2005 CATALOG 155CC

Power Tools

DeWalt	Minimum of 48% and a Maximum of 50% off Dewalt Current Industry Net Price S
Milwaukee	Up to 46% off Milwaukee UPL-55

Power Tool Accessories

DeWalt	38% Off Current Mfr List
Milwaukee	35% Off Current Mfr List

Hand Tools

Stanley	Minimum of 52% and a Maximum of 66% Off Current Mfr List Price
Proto	Up to 55% Off Current Mfr List Price
Blackhawk	Up to 45% Off Current Mfr List Price
Westward	10% Off Grainger's Each Price (Current WSCA Contract Discount)



Exhibit D-WSCA High Usage Items

WSCA Bid #7066 - Best and Final Offer Grainger Exhibit D								
WWG Item #	Description	2004 Usage	2005 Sell	2005 Extended	2006 Sell	2006 Extended	"Each" Difference	Extended Difference
4PL14	F32T8/SP30/ECO	22,492	\$1.18	\$26,540.56	\$1.16	\$26,090.72	(\$0.02)	(\$449.84)
3VK29	F32T8/SPX35/ECO	30,375	\$1.53	\$46,473.75	\$1.56	\$47,385.00	\$0.03	\$911.25
2V519	LU100	5,544	\$8.95	\$49,618.80	\$9.17	\$50,838.48	\$0.22	\$1,219.68
3V351	F96T12CWHOWM15PK	18,681	\$3.09	\$57,724.29	\$2.85	\$53,240.85	(\$0.24)	(\$4,483.44)
2V452	LU150/55	7,066	\$8.95	\$63,240.70	\$8.99	\$63,523.34	\$0.04	\$282.64
2V520	LU250	7,238	\$8.95	\$64,780.10	\$8.99	\$65,069.62	\$0.04	\$289.52
3V480	F96T12/CW/WM15PK	41,565	\$1.66	\$68,997.90	\$1.82	\$75,648.30	\$0.16	\$6,650.40
2V453	LU400	8,603	\$8.95	\$76,996.85	\$8.99	\$77,340.97	\$0.04	\$344.12
4VC26	F40/30BX/SPX35	13,576	\$6.50	\$88,244.00	\$5.95	\$80,777.20	(\$0.55)	(\$7,466.80)
4V550	MVR175/U	10,035	\$9.47	\$95,031.45	\$9.65	\$96,837.75	\$0.18	\$1,806.30
2V712	MVR250/U	10,633	\$9.34	\$99,312.22	\$9.65	\$102,608.45	\$0.31	\$3,296.23
2V658	MVR400/U	10,518	\$11.25	\$118,327.50	\$9.65	\$101,498.70	(\$1.60)	(\$16,828.80)
3VK30	F32T8/SPX41/ECO	79,792	\$1.53	\$122,081.76	\$1.56	\$124,475.52	\$0.03	\$2,393.76
3VK17	F34CW/RS/WM/ECO	214,711	\$0.69	\$148,150.59	\$0.70	\$150,297.70	\$0.01	\$2,147.11
4PL15	F32T8/SP35/ECO	218,065	\$1.18	\$257,316.70	\$1.16	\$252,955.40	(\$0.02)	(\$4,361.30)
4PL16	F32T8/SP41/ECO	722,014	\$1.18	\$851,976.52	\$1.16	\$837,536.24	(\$0.02)	(\$14,440.28)
Total								(\$28,689.45)



Exhibit E-Grainger's WSCA Implementation Dates

Grainger WSCA Sales Team		All Implementation Workshops and Locations
State	Primary Coverage Area	Week of Nov 28 through Dec 2 2005
Alaska	Anchorage	↓
Arizona	Phoenix	
Arizona	Tucson	
Arkansas	State	
California	Northern California	
California	Central California	
California	Southern California	
Colorado	Colorado Springs	
Colorado	Denver	
Georgia	Savannah	
Georgia	Albany	
Illinois	Chicago	
Illinois	Peoria	
Indiana	Indianapolis	
Iowa	Iowa City	
Kansas	To Be Determined	
Louisiana	Baton Rouge	
Louisiana	To Be Determined	
Minnesota	Minneapolis	
Missouri	St. Louis	
Montana	Billings	
Nebraska	Omaha	
Nevada	Reno	
Nevada	Las Vegas	
New Mexico	Albuquerque	
Oklahoma	Tulsa	
Oklahoma	Oklahoma City	
Oregon	Portland	
Texas	Northern Texas	
Texas	Southern Texas	
Utah	Salt Lake City	
Washington	Tacoma	
Washington	Spokane	
Washington	Seattle	

Exhibit F

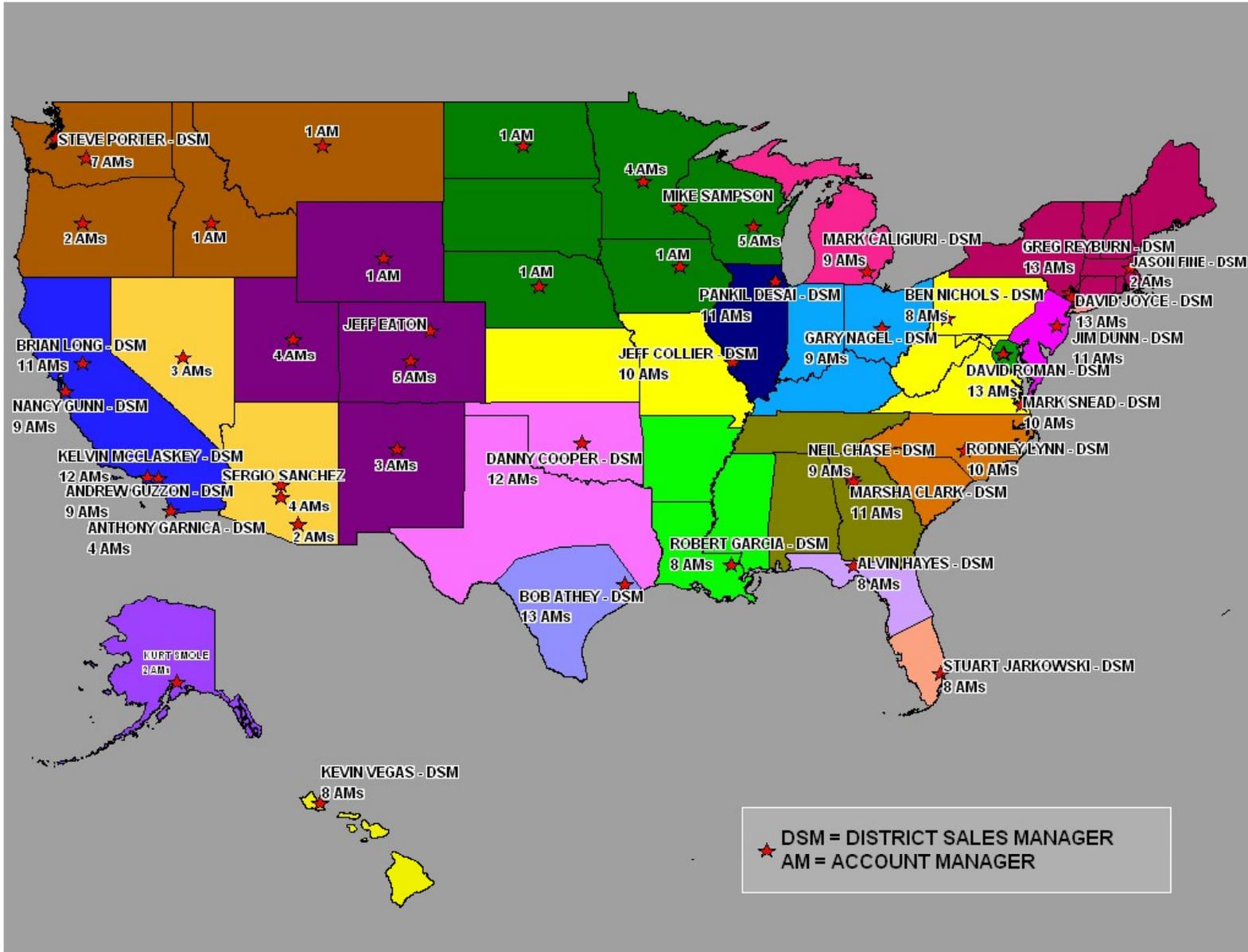




Exhibit F1-Grainger United States Government Coverage Contact List

Grainger Government Sales Employees					
State	Primary Area of Coverage	Title	Last Name	First Name	Phone #
Alabama	Mobile	Account Manager	Langham	Mark	251-661-1035
Alabama	Montgomery	Account Manager	Parker	Christina	334-549-3611
Alabama	Huntsville	Account Manager	Davis	Patti	256-656-3484
Alabama	Birmingham	Account Manager	Alverson	Marty	205-329-0003
Alaska	Anchorage	Account Manager	Avis	Jeffrey	907-350-2710
Alaska	Military	Account Manager	Williams	Steve	907-230-1508
Alaska	Anchorage	District Sales Manager	Smole	Kurt	907-350-9125
Arizona	Phoenix	Account Manager	Childress	Denise	520-205-2023
Arizona	Phoenix	Account Manager	Forbes	Bertha	602-790-1502
Arizona	Phoenix	Account Manager	Jordan	Cynthia	602-620-5554
Arizona	Tucson	Account Manager	Koltanowski	Bob	520-745-8200
Arizona	Tucson	Account Manager	OPEN		
Arizona		District Sales Manager	Sanchez	Sergio	623-760-0023
Arizona	Arizona	Government Sales Manager	Whalen	Tim	520-404-0796
Arkansas	State	Account Manager	Westmoreland	Shane	501-570-2084
California	South Orange County	Account Manager	Addis	Nancy	714-448-5284
California	Inland Empire	Account Manager	Angle	Sharon	909-919-4146
California	North Orange County	Account Manager	Asplin	Scott	714-813-9865
California	Bay Area	Account Manager	Beaver	Richard	510-638-1100
California	San Luis Obispo	Account Manager	Beckham	Joseph	805-201-3800
California	Los Angeles South Bay	Account Manager	Brown	Tobias	562-637-1169
California	Davis, Chico	Account Manager	Campbell	Glen	530-246-9112
California	Bay Area	Account Manager	Charter	William	415-285-7200
California	China Lake	Account Manager	Fitzjerrell	Dennis	661-203-3934
California	San Francisco	Account Manager	Fritch	Leslie	415-864-4700
California	Bakersfield	Account Manager	Goyeneche	Avon	661-345-2690
California	Fresno	Account Manager	Grant	Jason	559-233-5707
California	San Francisco	Account Manager	Gwaltney	Jon	925-914-9059
California	El Centro North San Diego C	Account Manager	Hernandez	Art	619-405-4054
California	Riverside San Bernardino	Account Manager	Kreikebaum	Catherine	951-750-1225
California	City/County of San Diego	Account Manager	Kucinski	Joe	858-220-2728
California	Los Angeles	Account Manager	Lowy	Bryan	714-271-9954
California	Los Angeles	Account Manager	Lugo	Allison	310-602-2053
California	Stockton	Account Manager	Qua	Doug	209-466-2036
California	San Fernando Valley San Ba	Account Manager	Ramirez	Robert	818-341-2808
California	Vacaville Napa	Account Manager	Raumer	Paul	415-850-5196
California	Redding	Account Manager	Ruth	Paul	530-246-9112
California	South Bay	Account Manager	Saunders	Dawn	650-759-0368
California	Sacramento	Account Manager	Sommers	Tom	916-503-0235
California	Bay Area	Account Manager	Steel	Richard	510-486-8490
California	Los Angeles	Account Manager	Urdiales	Luis	626-523-8658
California	San Diego County	Account Manager	Werbelow	Jason	858-278-4474



Exhibit F1-Grainger United States Government Coverage Contact List

Grainger Government Sales Employees					
State	Primary Area of Coverage	Title	Last Name	First Name	Phone #
California	South Bay Santa Cruz	Account Manager	Wigge	Tammy	831-316-2176
California	29 Palms	Account Manager	Wilcox	James	951-787-1960
California	San Diego Orange County R	District Sales Manager	Guzzon	Andrew	619-417-2146
California	San Francisco Sacramento	District Sales Manager	Long	Brian	510-503-0221
California	Los Angeles Central Californi	District Sales Manager	McClaskey	Kelvin	714-550-1381
California	Southern California	Government Sales Manager	Marin	Mario	213-215-2906
California	City/County LA	Government Sales Manager	Mineo	JoAnne	323-271-3349
California	WSCA/Northern California	Senior Government Sales Manager	D'Alessio	Doug	916-503-0229
California	Los Angeles	Site Relationship Manager	Birkenheier	Jill	310-351-1347
California	Los Angeles	Site Relationship Manager	Calderon	Able	626-673-8496
California	Los Angeles	Site Relationship Manager	Carrasco	Tim	626-523-8161
California	Los Angeles	Site Relationship Manager	Corrales	Ray	310-339-4930
California	Los Angeles	Site Relationship Manager	Moore	Joe	310-922-1984
California	UCLA Cal-State	Inside Site Sales Relationship Manged	Westhause	Bryan	847-647-4170
California	Los Angeles	Site Relationship Manager	Winer	Carla	213-689-9803
Colorado	Colorado Springs	Account Manager	Goudeau	Nathan	719-598-9500
Colorado	Colorado Springs	Account Manager	Greene	Scott	719-268-5275
Colorado	Golden	Account Manager	Iannacito	Daniel	303-749-4503
Colorado	Denver	Account Manager	Nelson	Tammy	303-274-2578
Colorado	Denver	Account Manager	Rios	Xavier	970-267-3851
Colorado	Denver	Account Manager	Ross	Kerry	720-258-1481
Colorado		District Sales Manager	Eaton	Jeff	303-715-2789
Colorado		Sales Director	Laughlin	Rob	425-890-9890
Colorado		Regional Vice President	Frank	Gerry	303-378-1094
Connecticut	Connecticut	Account Manager	Regan	Tom	860-930-1214
Connecticut	Connecticut	Account Manager	Monaco	Ralph	860-573-2196
Florida	Melbourne	Account Manager	Risner	Brad	321-508-3412
Florida	Gainesville	Account Manager	Shetzler	Jim	352-283-5988
Florida	Tampa	Account Manager	Cook	Michelle	813-781-8425
Florida	Tampa	Account Manager	Thomson	Mike	813-323-5593
Florida	Tallahassee	Account Manager	Swann	Steve	850-545-7132
Florida	Daytona Beach	Account Manager	Dowe	Don	386-871-4335
Florida	Jacksonville	Account Manager	McClelland	Jimmy	904-251-4309
Florida	Orlando	Account Manager	Booth	Kevin	407-468-9595
Florida	Tampa	Account Manager	OPEN		
Florida	Miami	Account Manager	Egerborn	Cathy	954-632-8681
Florida	Miami	Account Manager	Bryant	Christine	954-856-6165
Florida	West Palm Beach	Account Manager	Grace	Herman	954-290-0822
Florida	Miami	Account Manager	Blackburn	Richard	954-614-4124
Florida	Fort Myers	Account Manager	Schvinski	Ron	239-633-6915
Florida	Miami	Account Manager	Schwalm	Maria	305-299-3770
Florida	Miami	Account Manager	Martinez	Yolaisy	305-582-1257



Exhibit F1-Grainger United States Government Coverage Contact List

Grainger Government Sales Employees					
State	Primary Area of Coverage	Title	Last Name	First Name	Phone #
Florida	West Palm Beach	Account Manager	Greenan	Toni	954-325-8399
Florida	Panama City	Account Manager	Chase	Will	334-797-1010
Florida	Jacksonville	Account Manager	Dunker	Mike	904-207-9443
Florida	Pensacola	Account Manager	Winn	Todd	850-698-2096
Florida	Jacksonville	Site Relationship Manager	Hamilton	Travis	904-838-7159
Florida		Government Sales Manager	Lopez	Rick	937-642-2461
Florida	North Florida	District Sales Manager	Hayes	Alvin	727-224-9648
Florida	South Florida	District Sales Manager	Jarkowski	Stuart	305-218-8273
Georgia	Savannah	Account Manager	Adkins	Ryan	843-837-1243
Georgia	Albany	Account Manager	Earnest	Kenny	706-573-5733
Georgia		Account Manager	Galvez	Harold	404-469-0985
Georgia	Atlanta	Account Manager	Open		
Georgia	Atlanta	Account Manager	Hammonds	Lance	678-485-3118
Georgia	Warner Robbins	Account Manager	Jolley	Dwayne	478-781-4941
Georgia	Fort Stewart	Account Manager	Nieto	Andy	912-236-5668
Georgia	Macon	Account Manager	Sanders	Jay	478-784-4667
Georgia	Lockheed	Account Manager	Sandt	Kevin	770-955-1907
Georgia	Atlanta	Account Manager	Wells	Chris	678-725-2698
Georgia	Aiken	Account Manager	Wiggins	Deke	706-849-5971
Georgia		District Sales Manager	Clark	Marsha	678-463-5311
Georgia	Georgia	Government Sales Manager	Loeffler	Gene	251-665-3847
Georgia	Georgia	Government Sales Manager	Turnage	Rod	843-297-0134
Georgia		Inside Sales	Hessler	Bruce	770-778-3288
Georgia		Regional Vice President	Brown	Littie	678-538-8384
Hawaii	Pearl Harbor	Account Manager	Burke	June	808-779-8870
Hawaii	Honolulu	Account Manager	Dmitrijev	Cynthia	808-218-4485
Hawaii	Honolulu	Account Manager	Fowler	Dallas	808-423-0028
Hawaii	Honolulu	Account Manager	Higashida	Nathan	808-349-4933
Hawaii	Honolulu	Account Manager	Pajil	Mike	808-228-7271
Hawaii	Honolulu	Account Manager	Scotty	Tony	808-423-0028
Hawaii	Honolulu	Account Manager	Baraquic	Jerome	808-265-7571
Hawaii	Honolulu	Account Manager	Vasquez	Sye	808-422-3032
Hawaii	Hawaii	District Sales Manager	Vegas	Kevin	808-423-3031
Illinois	Chicago	Account Manager	Black	Nick	312-264-4231
Illinois	Peoria	Account Manager	Bland	Steve	217-875-7511
Illinois	Universities	Account Manager	Coleman	Monique	312-446-8341
Illinois	Chicago - North	Account Manager	Moore	Dorothy	847-310-9933
Illinois	Chicago	Account Manager	Moreno	Marvin	630-873-1324
Illinois	Rock Island	Account Manager	Osborn	Ed	309-737-3390
Illinois	Chicago - South	Account Manager	Pomeroy	Ryan	708-272-9855
Illinois	Central IL	Account Manager	Ray	Kevin	217-971-4160
Illinois	Argonne	Account Manager	Schneider	Joe	224-629-1850



Exhibit F1-Grainger United States Government Coverage Contact List

Grainger Government Sales Employees					
State	Primary Area of Coverage	Title	Last Name	First Name	Phone #
Illinois	Great Lakes	Account Manager	Turnbull	Joyce	847-502-3331
Illinois	Chicago	Government Sales Manger	OPEN		
Illinois	Chicago	Account Manager	Wright	Edgar	312-310-1730
Indiana	Indianapolis	Account Manager	Chamberlin	Shelly	317-632-8341
Indiana	Indiana	Government Sales Manger	Canelli	Scott	419-467-2676
Indiana	Terre Haute	Account Manager	Rogers	Marcus	317-632-8798
Iowa	Iowa City	Account Manager	Anderson	Gracia	515-299-5713
Kansas	Kansas City	Account Manager	Bales	Bart	816-804-1400
Kansas	Wichita	Account Manager	Hodson	Brad	316-529-7924
Kansas	Fort Riley	Account Manager	Miltz	Eric	785-274-3039
Kansas	Fort Riley	Site Relationship Manager	OPEN		
Kansas	Kansas	Government Sales Manager	Horseman	Steve	913-250-1984
Kentucky	Lexington	Account Manager	Stratton	Cameron	859-537-6600
Kentucky	Louisville	Account Manager	Manz	David	502-338-3979
Louisiana	Baton Rouge	Account Manager	Doucet	Kayla	337-201-0480
Louisiana	New Orleans	Account Manager	Lanoux	Kurt	504-731-4272
Louisiana	New Orleans	Account Manager	Riley	Tracy	504-731-4277
Louisiana	Shreveport	Account Manager	Stephenson	Shell	318-682-4556
Louisiana	Lafayette	Account Manager	OPEN		
Louisiana	Louisiana	Government Sales Manager	OPEN		
Louisiana	New Orleans	District Sales Manager	Garcia	Bobby	504-736-0400
Maine	Maine	Account Manager	MacNeil	Jeff	978-273-2197
Maryland	Montgomery County	Account Manager	Patel	Amisha	240-441-0951
Maryland	Annapolis	Account Manager	Jackson	Shaun	215-870-1713
Maryland		District Sales Manager	Roman	Dave	202-841-9764
Maryland	Baltimore	Account Manager	Cates	Patti	410-258-3311
Maryland	Baltimore	Account Manager	Furman	Tom	410-852-8073
Maryland		Government Sales Manager	Wilson	Lauren	917-292-0120
Massachusetts		Government Sales Manager	Fleury	Kevin	978-502-5798
Massachusetts		District Sales Manager	Reyburn	Greg	617-417-3736
Massachusetts	Boston	Account Manager	Huff	Izzy	617-592-8061
Massachusetts	Western Mass	Account Manager	Avgoustakis	Jason	413-687-1251
Massachusetts	Boston	Account Manager	Willoughby	Don	508-776-0646
Massachusetts	Boston	Account Manager	Serio	Robert	978-852-8222
Massachusetts	USPS Mass	Account Manager	Kelly	Chris	617-923-1730
Massachusetts	Boston Higher Ed	Government Sales Manager II	Fine	Jason	617-201-0048
Massachusetts	Boston Higher Ed	Site Relationship Manager	DeYoung	Rich	978-618-0902
Massachusetts	Boston Higher Ed	Site Relationship Manager	Melia	Larry	617-308-6700
Michigan	Ann Arbor	Account Manager	Wyscarver	Matt	313-310-7566
Michigan	Detroit	Account Manager	Crummie	Penelope	313-300-4695
Michigan	Lansing	Account Manager	Greiner	Terry	517-719-0550
Michigan	Grand Rapids	Account Manager	Golub	Michael	616-299-4764



Exhibit F1-Grainger United States Government Coverage Contact List

Grainger Government Sales Employees					
State	Primary Area of Coverage	Title	Last Name	First Name	Phone #
Michigan	Detroit	Account Manager	Adinolfi	Jeff	248-770-4738
Michigan	Detroit	Account Manager	Flores-Blavier	Carlos	248-408-5331
Michigan	Michigan	District Sales Manager	Caligiuri	Mark	248-808-3607
Minnesota	Minneapolis	Account Manager	Eisen	Kevin	952-656-2087
Minnesota	Minneapolis	Account Manager	Neus	Marty	612-805-1690
Minnesota	Minneapolis	Account Manager	Silber	Chris	612-333-7820
Minnesota	Minnesota	Government Sales Manager	OPEN		
Mississippi	Jackson	Account Manager	Kelly	James	601-940-5099
Missouri	St. Louis	Account Manager	Metherd	Jeff	314-718-0780
Missouri	West Plains	Account Manager	Williams	Brant	417-849-1218
Missouri	Independence	Account Manager	Galaske	Brian	816-820-0632
Missouri	Jefferson City	Account Manager	Gordon	Daniel	573-690-6996
Missouri	Scott AFB	Account Manager	Stamer	Greg	618-616-7670
Missouri	St. Louis	Account Manager	Otec	Scott	314-749-4204
Missouri	Midwest	District Sales Manager	Collier	Jeff	816-448-9091
Montana	Billings	Account Manager	Smith	Pete	406-238-4714
Nebraska	Lincoln	Account Manager	Keetle	Amy	402-339-1800
Nebraska	Offutt AFB	Account Manager	Rodgers	Nicole	402-339-1800
Nevada	Reno	Account Manager	Burruel	John	775-352-8317
Nevada	Las Vegas	Account Manager	Ferguson	Timi	702-524-1631
Nevada	Las Vegas	Account Manager	Wynn	Mike	702-385-6833
Nevada	Las Vegas	Account Manager	OPEN		
Nevada		District Sales Manager	Gunn	Nancy	702-985-8939
New Jersey	Northern New Jersey	Account Manager	Renadi	Tony	848-248-3886
New Jersey	Northern New Jersey	Account Manager	Solowski	Stan	973-954-4682
New Jersey	Trenton	Account Manager	Reading	Jim	609-203-9561
New Jersey	Princeton	Account Manager	DeLuca	Toni	908-247-7719
New Jersey	Eatontown	Account Manager	Tobiasson	Jim	732-300-2399
New Mexico	Albuquerque	Account Manager	Maestas	Charles	505-242-7378
New Mexico	Albuquerque	Account Manager	Salazar	Audra	505-343-7380
New York	Buffalo		OPEN		
New York	Rochester		Witzel	Dave	585-259-6619
New York	Syracuse		Plew	George	607-743-5566
New York	Syracuse		Roberts	Phil	315-447-6292
New York	Long Island		Kuebler	Austin	516-669-6888
New York	Bronx		Digugliemo	Joe	914-329-6965
New York	New York City		Sommerville	Darrin	917-586-5348
New York	Mass Transit Authority		Abbene	Gary	516-903-0929
New York	Long Island		Lamon	John	646-773-8093
New York	New York City		Kelly	Paul	917-804-5694
New York	New York City		Flynn	Dennis	908-419-1942
New York	Long Island		Chesner	Matt	631-662-6154



Exhibit F1-Grainger United States Government Coverage Contact List

Grainger Government Sales Employees					
State	Primary Area of Coverage	Title	Last Name	First Name	Phone #
New York	New York City		Rodriguez	Amarillis	646-932-3899
New York	New York City		Lacomba	Pete	646-773-8093
New York	Mass Transit Authority		Figuroa-God	Tania	917-523-4836
New York	Mass Transit Authority		Baker	Chris	914-484-2506
New York	Lindenhurst		Texiera	Jim	631-836-2781
New York	New York City		Dominguez	Francisco	917-757-7240
New York	Westchester		Morgan	James	914-522-8657
New York	Newburgh		Matusch	John	914-213-1702
New York	Albany		Filapotos	Melissa	518-365-7741
New York	New York	Government Sales Manager	Deangelis	Mike	516-351-9302
New York	New York City	Government Sales Manager	OPEN		
New York		District Sales Manager	Joyce	Dave	203-232-4147
New York		Director	Darpino	Andy	646-773-8164
North Carolina	Greensboro	Account Manager	Holliday	CJ	336-314-8213
North Carolina	Fort Bragg	Account Manager	Newsome	Don	910-237-4458
North Carolina	Camp Lejuene	Account Manager	Hary	Wesley	910-545-8160
North Carolina	Raleigh	Account Manager	Laurens	Marcel	919-279-2383
North Carolina	Raleigh	Account Manager	Bell	Shane	919-622-5004
North Carolina	Greenville	Account Manager	OPEN		
North Carolina	Fort Bragg	Site Relationship Manager	Nettle	Adam	910-578-6761
North Carolina	Camp Lejuene	Site Relationship Manager	Avalos	Luis	
Ohio	Columbus	Account Manager	Kauchek	Dave	614-309-4417
Ohio	Dayton	Account Manager	Campbell	Heather	937-620-5674
Ohio	Cincinnati	Account Manager	Sims	Marilyn	513-200-3094
Ohio	Columbus	Account Manager	Hicks	Steve	614-205-3421
Ohio	Columbus	Account Manager	Love	Chuck	614-378-1223
Ohio	Wright Patterson	Site Relationship Manager	Bibbee	Shannon	740-707-9704
Ohio	Akron	Account Manager	Moenich	John	330-718-2276
Ohio	Cleveland	Account Manager	Early-Garrett	Cheryl	216-965-2154
Ohio	Toledo	Account Manager	Beller	Marc	419-367-3502
Ohio	Ohio	Government Sales Manager	Canelli	Scott	419-467-2676
Ohio	Ohio	District Sales Manager	Nagel	Gary	513-839-0438
Oklahoma	Tulsa	Account Manager	Burns	Jason	918-384-3028
Oklahoma	Oklahoma City	Account Manager	Mortimer	Tim	405-820-1100
Oklahoma	Oklahoma	Account Manager	Sutton	Charlotte	405-525-1371
Oregon	Portland	Account Manager	Abbott	Tim	503-432-4425
Oregon	Salem	Account Manager	Phillips	John	503-268-0048
Pennsylvania	Harrisburg	Account Manager	Colpo	Darrel	717-319-9249
Pennsylvania	Pittsburgh	Account Manager	Narey	Shawn	412-576-4368
Pennsylvania	Pittsburgh	Account Manager	Callender	Scott	412-853-7840
Pennsylvania	Philadelphia	Account Manager	Murray	Keith	610-608-9236
Pennsylvania	Philadelphia	Account Manager	Morris	Chris	302-494-1894



Exhibit F1-Grainger United States Government Coverage Contact List

Grainger Government Sales Employees					
State	Primary Area of Coverage	Title	Last Name	First Name	Phone #
Pennsylvania	Allentown	Account Manager	Casciano	Joe	610-554-9907
Pennsylvania		Government Sales Manager	Holubowski	Sonya	610-721-6173
Pennsylvania		District Sales Manager	Nichols	Ben	412-417-8097
Pennsylvania		District Sales Manager	Dunn	Jim	215-816-7489
Rhode Island	Rhode Island	Account Manager	Hartley	Bill	860-334-6725
South Carolina	Columbia	Account Manager	McDermitt	Laurie	704-524-9960
South Carolina	Columbia	Account Manager	Jeffries	Dwayne	803-600-2691
South Carolina	Charleston	Account Manager	OPEN		
South Dakota	Minot	Account Manager	Pederson	Chris	
Tennessee	Nashville	Account Manager	Hayle	Kyri	615-479-4402
Tennessee	Knoxville	Account Manager	Denton	Dennis	865-207-9985
Tennessee	Memphis	Account Manager	Cobb	Aimee	901-849-6828
Texas	Amarillo	Account Manager	Bentley	Ben	806-679-8054
Texas	Houston Galveston	Account Manager	Blake	Jason	713-539-6944
Texas	Dallas Tarrant County	Account Manager	Brackett	Tina	817-625-2131
Texas	Fort Worth	Account Manager	Butler	Terri	817-625-2131
Texas	Laredo Brownsville	Account Manager	Charles	Michael	956-682-6321
Texas	El Paso	Account Manager	Collins	Tim	915-595-1506
Texas	Houston	Account Manager	Comunale	Chris	713-251-1353
Texas	Lubbock	Account Manager	Garza	Jesse	806-747-3594
Texas	San Antonio	Account Manager	Guerra	Jason	210-389-6106
Texas	Plano	Account Manager	Horne	Steve	972-742-3292
Texas	Dallas	Account Manager	Manning	Gina	214-765-0816
Texas	San Marcos	Account Manager	Moya	Steve	210-253-8091
Texas	Corpus Christi	Account Manager	Prather	Grace	361-889-4313
Texas	Austin	Account Manager	Rives	Chad	512-837-7440
Texas	College Station	Account Manager	Sefcik	Gordon	979-219-0407
Texas	Austin	Account Manager	Sorensen	Cheryl	512-825-2880
Texas	Dallas	Account Manager	Sweat	Tim	214-459-8694
Texas	Houston	Account Manager	Tapscott	Jason	713-545-6088
Texas	Houston	Account Manager	Weise	Jennifer	281-507-7575
Texas	Fort Hood	Account Manager	Winn	Brian	254-913-5172
Texas	South Texas	District Sales Manager	Athey	Bob	210-647-1477
Texas	North Texas	District Sales Manager	Cooper	Danny	972-677-4032
Texas	Texas, State Agencies High	Government Sales Manager	Heck	Sue	512-267-6304
Texas	Local Government Primary E	Government Sales Manager	Valdez	Gilbert	713-225-4106
Texas	Beaumont	Site Relationship Manager	OPEN		
Texas	San Antonio - Military	Site Relationship Manager	OPEN		
Texas	Fort Hood	Site Relationship Manager	Leiskau	James	254-258-9294
Texas	San Antonio - Military	Site Relationship Manager	OPEN		
Utah	Hill AFB	Account Manager	Folger	Jack	801-392-1709
Utah	Salt Lake City	Account Manager	Guido	Nick	801-864-6034



Exhibit F1-Grainger United States Government Coverage Contact List

Grainger Government Sales Employees					
State	Primary Area of Coverage	Title	Last Name	First Name	Phone #
Utah	Salt Lake City	Account Manager	Atkin	Jon	701-244-4300
Vermont	Vermont	Account Manager	Jensen	Ryan	802-999-7453
Virginia	Western Virginia	Account Manager	Rolfe	Randall	434-841-3323
Virginia	Richmond	Account Manager	Roehm	Aimee	804-400-5027
Virginia	Mid Peninsula	Account Manager	Kennedy	Mark	757-472-7707
Virginia	Norfolk	Account Manager	Midgette	Tony	757-342-5250
Virginia	NOB	Account Manager	Caffee	Mark	757-342-1690
Virginia	Virginia Beach	Account Manager	Esce	David	757-342-8353
Virginia	Hampton Roads	Account Manager	Grossi	Lisa	757-328-2574
Virginia	Richmond	Account Manager	Whaley	Bill	804-306-0253
Virginia	Hampton Roads	Account Manager	Melendez	Jason	757-592-1580
Virginia	Norfolk - Ships	Government Sales Manager II	Bennett	Chris	757-477-2456
Virginia	Norfolk - Ships	Site Relationship Manager	Abril	Tony	757-328-8231
Virginia	Norfolk - Ships	Site Relationship Manager	Phillips	Jennifer	757-329-9312
Virginia	Norfolk - Ships	Site Relationship Manager	Beasley	Jonathan	757-652-4643
Virginia	Little Creek	Site Relationship Manager	Peterson	Russell	757-449-9036
Virginia	NOB	Site Relationship Manager	Mason	Michelle	757-403-7883
Virginia	Pax River	Account Manager	Leginze	Andy	301-802-0254
Virginia	Fort Belvoir	Account Manager	Williams	Torrett	703-245-0384
Virginia	Manassas	Account Manager	Lechner	Stephen	571-239-7676
Virginia	Northern Virginia	Account Manager	McMahon	Matt	703-980-3488
Virginia		District Sales Manager	Snead	Mark	804-928-5528
Virginia		Director	Murphy	Mike	804-750-1059
Virginia		Regional Vice President	Cooke	Julie	757-285-6743
Washington	Fort Lewis	Account Manager	Claney	Leslie	206-231-4518
Washington	Seattle	Account Manager	Hodgins	Andrew	253-350-8204
Washington	Bremerton	Account Manager	Mancao	Larry	425-609-7468
Washington	Tacoma	Account Manager	McManus	Brian	425-280-1634
Washington	Spokane	Account Manager	Mertens	Tracy	509-535-9882
Washington	Richland	Account Manager	Sassmann	Tom	509-542-4293
Washington	Seattle	Account Manager	Skau	Rita	206-738-6113
Washington	Seattle	Account Manager	Williams	Blair	206-767-4500
Washington		District Sales Manager	Porter	Steve	206-274-2528
Washington		Government Sales Manager	Zommers	Scott	503-345-0061
Washington DC	Washington DC	Account Manager	Sitarek	Doreen	443-370-1900
Washington DC	Washington DC	Account Manager	Williams	Carl	240-463-4885
Washington DC	Washington DC	Account Manager	Williams	Sheila	240-463-4897
Washington DC	Washington DC	Account Manager	Bobo	Michael	202-257-5426
Washington DC	Washington DC	Account Manager	Adams	Vanita	240-417-4030
Washington DC	Washington DC	Account Manager	Brown	Richard	301-343-0355
West Virginia	West Virginia	Account Manager	Gacek	Joe	304-744-1383
Wisconsin	Green Bay	Account Manager	Pflanzer	Steve	920-606-5760



Exhibit F1-Grainger United States Government Coverage Contact List

Grainger Government Sales Employees					
State	Primary Area of Coverage	Title	Last Name	First Name	Phone #
Wisconsin	Stanley	Account Manager	Gunderson	Andrew	715-379-7751
Wisconsin	Madison	Account Manager	Masters	Kevin	608-445-9063
Wisconsin	Madison	Account Manager	Samanas	Don	608-209-8727
Wisconsin	Milwaukee	Account Manager	Open		



Exhibit F2-Grainger's WSCA Contact List

Grainger WSCA Sales Team					
State	Primary Coverage Area	Title	Last Name	First Name	Phone #
Alaska	Anchorage	Account Manager	Avis	Jeffrey	907-350-2710
Alaska	Anchorage	District Sales Manager	Smole	Kurt	907-350-9125
Arizona	Phoenix	Account Manager	Childress	Denise	520-205-2023
Arizona	Phoenix	Account Manager	Forbes	Bertha	602-790-1502
Arizona	Phoenix	Account Manager	Jordan	Cynthia	602-620-5554
Arizona	Tucson	Account Manager	Koltanowski	Bob	520-745-8200
Arizona	Tucson	Account Manager	OPEN		
Arizona	State	District Sales Manager	Sanchez	Sergio	623-760-0023
Arizona	State4	Government Sales Manager	Whalen	Tim	520-404-0796
Arkansas	State	Account Manager	Westmoreland	Shane	501-570-2084
Arkansas	State	Government Sales Manager	OPEN		
Arkansas	State	District Sales Manager	Garcia	Robert	504-736-0400
California	South Orange County	Account Manager	Addis	Nancy	714-448-5284
California	Inland Empire	Account Manager	Angle	Sharon	909-919-4146
California	North Orange County	Account Manager	Asplin	Scott	714-813-9865
California	Bay Area	Account Manager	Beaver	Richard	510-638-1100
California	San Luis Obispo	Account Manager	Beckham	Joseph	805-201-3800
California	Los Angeles South Bay	Account Manager	Brown	Tobias	562-637-1169
California	Davis, Chico	Account Manager	Campbell	Glen	530-246-9112
California	Bay Area	Account Manager	Charter	William	415-285-7200
California	China Lake	Account Manager	Fitzjerrell	Dennis	661-203-3934
California	San Francisco	Account Manager	Fritch	Leslie	415-864-4700
California	Bakersfield	Account Manager	Goyeneche	Avon	661-345-2690
California	Fresno	Account Manager	Grant	Jason	559-233-5707
California	San Francisco	Account Manager	Gwaltney	Jon	925-914-9059
California	El Centro North San Diego County	Account Manager	Hernandez	Art	619-405-4054
California	Riverside San Bernardino	Account Manager	Kreikebaum	Catherine	951-750-1225
California	City/County of San Diego	Account Manager	Kucinski	Joe	858-220-2728
California	Los Angeles	Account Manager	Lowy	Bryan	714-271-9954
California	Los Angeles	Account Manager	Lugo	Allison	310-602-2053
California	Stockton	Account Manager	Qua	Doug	209-466-2036
California	San Fernando Valley San Barbara Oxnard	Account Manager	Ramirez	Robert	818-341-2808
California	Vacaville Napa	Account Manager	Raumer	Paul	415-850-5196
California	Redding	Account Manager	Ruth	Paul	530-246-9112
California	South Bay	Account Manager	Saunders	Dawn	650-759-0368
California	Sacramento	Account Manager	Sommers	Tom	916-503-0235
California	Bay Area	Account Manager	Steel	Richard	510-486-8490
California	Los Angeles	Account Manager	Urdiales	Luis	626-523-8658



Exhibit F2-Grainger's WSCA Contact List

Grainger WSCA Sales Team					
State	Primary Coverage Area	Title	Last Name	First Name	Phone #
California	San Diego County	Account Manager	Werbelow	Jason	858-278-4474
California	South Bay Santa Cruz	Account Manager	Wigge	Tammy	831-316-2176
California	29 Palms	Account Manager	Wilcox	James	951-787-1960
California	San Diego Orange County Riverside San Bernardino Imperial LA County	District Sales Manager	Guzzon	Andrew	619-417-2146
California	San Francisco Sacramento	District Sales Manager	Long	Brian	510-503-0221
California	Los Angeles Central California	District Sales Manager	McClaskey	Kelvin	714-550-1381
California	Southern California	Government Sales Manager	Marin	Mario	213-215-2906
California	City/County LA	Government Sales Manager	Mineo	JoAnne	323-271-3349
California	WSCA/Northern California	Senior Government Sales Manager	D'Alessio	Doug	916-503-0229
California	Los Angeles	Site Relationship Manager	Birkenheier	Jill	310-351-1347
California	Los Angeles	Site Relationship Manager	Calderon	Able	626-673-8496
California	Los Angeles	Site Relationship Manager	Carrasco	Tim	626-523-8161
California	Los Angeles	Site Relationship Manager	Corrales	Ray	310-339-4930
California	Los Angeles	Site Relationship Manager	Moore	Joe	310-922-1984
California	UCLA Cal-State	Inside Site Sales Relationship Manager	Westhause	Bryan	847-647-4170
California	Los Angeles	Site Relationship Manager	Winer	Carla	213-689-9803
Colorado	Colorado Springs	Account Manager	Goudeau	Nathan	719-598-9500
Colorado	Colorado Springs	Account Manager	Greene	Scott	719-268-5275
Colorado	Golden	Account Manager	Iannacito	Daniel	303-749-4503
Colorado	Denver	Account Manager	Nelson	Tammy	303-274-2578
Colorado	Denver	Account Manager	Rios	Xavier	970-267-3851
Colorado	Denver	Account Manager	Ross	Kerry	720-258-1481
Colorado	State	District Sales Manager	Eaton	Jeff	303-715-2789
Colorado	Region	Sales Director	Laughlin	Rob	425-890-9890
Colorado	Region	Regional Vice President	Frank	Gerry	303-378-1094
Georgia	Savannah	Account Manager	Adkins	Ryan	843-837-1243
Georgia	Albany	Account Manager	Earnest	Kenny	706-573-5733
Georgia	Atlanta	Account Manager	Galvez	Harold	404-469-0985
Georgia	Atlanta	Account Manager	Open		
Georgia	Atlanta	Account Manager	Hammonds	Lance	678-485-3118
Georgia	Warner Robbins	Account Manager	Jolley	Dwayne	478-781-4941
Georgia	Macon	Account Manager	Sanders	Jay	478-784-4667
Georgia	Lockheed	Account Manager	Sandt	Kevin	770-955-1907
Georgia	Atlanta	Account Manager	Wells	Chris	678-725-2698
Georgia	Aiken	Account Manager	Wiggins	Deke	706-849-5971
Georgia	State	District Sales Manager	Clark	Marsha	678-463-5311
Georgia	Georgia	Government Sales Manager	Turnage	Rod	843-297-0134



Exhibit F2-Grainger's WSCA Contact List

Grainger WSCA Sales Team					
State	Primary Coverage Area	Title	Last Name	First Name	Phone #
Georgia	Georgia	Government Sales Manager	Loeffler	Gene	251-665-3847
Georgia	State	Inside Sales	Hessler	Bruce	770-778-3288
Georgia	Region	Regional Vice President	Brown	Littie	678-538-8384
Hawaii	Pearl Harbor	Account Manager	Burke	June	808-779-8870
Hawaii	Honolulu	Account Manager	Dmitrijev	Cynthia	808.218.4485
Hawaii	Honolulu	Account Manager	Fowler	Dallas	808.423.0028
Hawaii	Honolulu	Account Manager	Higashida	Nathan	808.349.4933
Hawaii	Honolulu	Account Manager	Pajil	Mike	808.228.7271
Hawaii	Honolulu	Account Manager	Scotty	Tony	808.423.0028
Hawaii	Honolulu	Account Manager	Baraquic	Jerome	808-265-7571
Hawaii	Honolulu	Account Manager	Vasquez	Sye	808-422-3032
Hawaii	Hawaii	District Sales Manager	Vegas	Kevin	808-423-3031
Illinois	Chicago	Account Manager	Black	Nick	312-264-4231
Illinois	Peoria	Account Manager	Bland	Steve	217-875-7511
Illinois	Universities	Account Manager	Coleman	Monique	312-446-8341
Illinois	Chicago - North	Account Manager	Moore	Dorothy	847-310-9933
Illinois	Chicago	Account Manager	Moreno	Marvin	630-873-1324
Illinois	Rock Island	Account Manager	Osborn	Ed	309-737-3390
Illinois	Chicago - South	Account Manager	Pomeroy	Ryan	708-272-9855
Illinois	Central IL	Account Manager	Ray	Kevin	217-971-4160
Illinois	Argonne	Account Manager	Schneider	Joe	224-629-1850
Illinois	Great Lakes	Account Manager	Turnbull	Joyce	847-502-3331
Illinois	Chicago	Government Sales Manger	OPEN		
Illinois	Chicago	Account Manager	Wright	Edgar	312-310-1730
Indiana	Indianapolis	Account Manager	Chamberlin	Shelly	317-632-8341
Indiana	Indiana	Government Sales Manger	Canelli	Scott	419-467-2676
Indiana	Terre Haute	Account Manager	Rogers	Marcus	317-632-8798
Indiana	State	District Sales Manager	Nagel	Gary	513-786-8620
Iowa	Iowa City	Account Manager	Anderson	Gracia	515-299-5713
Iowa	State	District Sales Manager	Sampson	Mike	801-201-1538
Iowa	State	Government Sales Manager	OPEN		
Kansas	Kansas City	Account Manager	Bales	Bart	816-804-1400
Kansas	Wichita	Account Manager	Hodson	Brad	316-529-7924
Kansas	Kansas	Government Sales Manager	Horseman	Steve	913-250-1984
Louisiana	Baton Rouge	Account Manager	Doucet	Kayla	337-201-0480
Louisiana	New Orleans	Account Manager	Lanoux	Kurt	504-731-4272
Louisiana	New Orleans	Account Manager	Riley	Tracy	504-731-4277
Louisiana	Shreveport	Account Manager	Stephenson	Shell	318-682-4556



Exhibit F2-Grainger's WSCA Contact List

Grainger WSCA Sales Team					
State	Primary Coverage Area	Title	Last Name	First Name	Phone #
Louisiana	Lafayette	Account Manager	OPEN		
Louisiana	Louisiana	Government Sales Manager	OPEN		
Louisiana	New Orleans	District Sales Manager	Garcia	Bobby	504-736-0400
Minnesota	Minneapolis	Account Manager	Eisen	Kevin	952-656-2087
Minnesota	Minneapolis	Account Manager	Neus	Marty	612-805-1690
Minnesota	Minneapolis	Account Manager	Silber	Chris	612-333-7820
Minnesota	Minnesota	Government Sales Manager	OPEN		
Missouri	St. Louis	Account Manager	Metherd	Jeff	314-718-0780
Missouri	West Plains	Account Manager	Williams	Brant	417-849-1218
Missouri	Independence	Account Manager	Galaske	Brian	816-820-0632
Missouri	Jefferson City	Account Manager	Gordon	Daniel	573-690-6996
Missouri	St. Louis	Account Manager	Otec	Scott	314-749-4204
Missouri	Midwest	District Sales Manager	Collier	Jeff	816-448-9091
Montana	Billings	Account Manager	Smith	Pete	406-238-4714
Montana	State	Government Sales Manager	Zommers	Scott	503-345-0061
Montana	State	District Sales Manager	Porter	Steve	
Nebraska	Lincoln	Account Manager	Keetle	Amy	402-339-1800
Nebraska	State	Government Sales Manager	OPEN		
Nebraska	State	District Sales Manager	Sampson	Mike	
Nevada	Reno	Account Manager	Burrue	John	775-352-8317
Nevada	Las Vegas	Account Manager	Ferguson	Timi	702-524-1631
Nevada	Las Vegas	Account Manager	Wynn	Mike	702-385-6833
Nevada	Las Vegas	Account Manager	OPEN		
Nevada	State	District Sales Manager	Gunn	Nancy	702-985-8939
New Mexico	Albuquerque	Account Manager	Maestas	Charles	505-242-7378
New Mexico	Albuquerque	Account Manager	Salazar	Audra	505-343-7380
New Mexico	State	District Sales Manager	Eaton	Jeff	
Oklahoma	Tulsa	Account Manager	Burns	Jason	918-384-3028
Oklahoma	Oklahoma City	Account Manager	Mortimer	Tim	405-820-1100
Oklahoma	Oklahoma	Account Manager	Sutton	Charlotte	405-525-1371
Oklahoma	State	Government Sales Manager	Heck	Susan	
Oklahoma	State	District Sales Manager	Cooper	Danny	
Oregon	Portland	Account Manager	Abbott	Tim	503-432-4425
Oregon	Salem	Account Manager	Phillips	John	503-268-0048
Oregon	State	Government Sales Manager	Zommers	Scott	503-345-0061
Oregon	State	District Sales Manager	Porter	Steve	
Texas	Amarillo	Account Manager	Bentley	Ben	806-679-8054
Texas	Houston Galveston	Account Manager	Blake	Jason	713-539-6944



Exhibit F2-Grainger's WSCA Contact List

Grainger WSCA Sales Team					
State	Primary Coverage Area	Title	Last Name	First Name	Phone #
Texas	Dallas Tarrant County	Account Manager	Brackett	Tina	817-625-2131
Texas	Laredo Brownsville	Account Manager	Charles	Michael	956-682-6321
Texas	El Paso	Account Manager	Collins	Tim	915-595-1506
Texas	Houston	Account Manager	Comunale	Chris	713-251-1353
Texas	Lubbock	Account Manager	Garza	Jesse	806-747-3594
Texas	San Antonio	Account Manager	Guerra	Jason	210-389-6106
Texas	Plano	Account Manager	Horne	Steve	972-742-3292
Texas	Dallas	Account Manager	Manning	Gina	214-765-0816
Texas	San Marcos	Account Manager	Moya	Steve	210-253-8091
Texas	Corpus Christi	Account Manager	Prather	Grace	361-889-4313
Texas	Austin	Account Manager	Rives	Chad	512-837-7440
Texas	College Station	Account Manager	Sefcik	Gordon	979-219-0407
Texas	Austin	Account Manager	Sorensen	Cheryl	512-825-2880
Texas	Dallas	Account Manager	Sweat	Tim	214-459-8694
Texas	Houston	Account Manager	Tapscott	Jason	713-545-6088
Texas	Houston	Account Manager	Weise	Jennifer	281-507-7575
Texas	South Texas	District Sales Manager	Athey	Bob	210-647-1477
Texas	North Texas	District Sales Manager	Cooper	Danny	972-677-4032
Texas	Texas, State Agencies Higher Education	Government Sales Manager	Heck	Sue	512-267-6304
Texas	Local Government Primary Education	Government Sales Manager	Valdez	Gilbert	713-225-4106
Texas	Beaumont	Site Relationship Manager	OPEN		
Utah	Salt Lake City	Account Manager	Guido	Nick	801-864-6034
Utah	Salt Lake City	Account Manager	Atkin	Jon	701-244-4300
Utah	State	Government Sales Manager	Zommers	Scott	503-345-0061
Utah	State	District Sales Manager	Eaton	Jeff	
Washington	Seattle	Account Manager	Hodgins	Andrew	253-350-8204
Washington	Bremerton	Account Manager	Mancao	Larry	425-609-7468
Washington	Tacoma	Account Manager	McManus	Brian	425-280-1634
Washington	Spokane	Account Manager	Mertens	Tracy	509-535-9882
Washington	Richland	Account Manager	Sassmann	Tom	509-542-4293
Washington	Seattle	Account Manager	Skau	Rita	206-738-6113
Washington	Seattle	Account Manager	Williams	Blair	206-767-4500
Washington	State	District Sales Manager	Porter	Steve	206-274-2528
Washington	State	Government Sales Manager	Zommers	Scott	503-345-0061



September 13, 2005

State of Nevada, Purchasing Division
Attn: Gail Burchett, Purchasing Officer
515 E. Musser Street, Suite 300
Carson City, NV 89701

Re: WSCA Bid #7066

Dear Gail:

Thank you for allowing Grainger the opportunity to present the enclosed Multi-state Contract for Industrial Supplies & Equipment, Lighting Products, Janitorial Supplies & Equipment (Bid #7066) proposal. Our proposal consists of one master bid document in CD and paper format, as well as six copies in CD and paper format as per the bid instructions.

Each individual bid submission package contains:

- 1) Original WSCA bid document with executed signature page
- 2) Grainger's Technical Proposal (Complete WSCA ITB with Grainger Narrative to General Requirements)
- 3) Exhibit A - Discount Structure
- 4) Exhibit B - Letter of Clarification
- 5) Exhibit C – Customer Focused Quality Report Card

Grainger is prepared to leverage its dedicated government organization of over 450 individuals to drive execution of this contract should we be the fortunate awardee. We are confident that we can continue to show demonstrated cost savings and improved value added services. Couple the aforementioned with 413 domestic branch locations and 9 strategically placed state-of-the-art distribution centers and we feel Grainger is uniquely positioned to service WSCA's participating State agencies. We look forward to continuing Grainger and WSCA's long-term relationship.

Please feel free to contact me with any questions or concerns.

Sincerely,

Government Sales Manager
Phone: 916.503.0229
Fax: 916.471.0515
doug.d'alessio@grainger.com

Table of Contents For Grainger's Bid Submission of ITB 7066

- 1) Original WSCA bid document with executed signature page
- 2) Grainger's Technical Proposal (Complete WSCA ITB with Grainger Narrative to General Requirements)
- 3) Exhibit A - Discount Structure
- 4) Exhibit B - Letter of Clarification
- 5) Exhibit C – Customer Focused Quality Report Card



NEVADA STATE PURCHASING DIVISION
CAPITOL COMPLEX
CARSON CITY, NEVADA 89701

SUBJECT: Amendment No. 01 to Invitation to Bid No. 7066

DATE OF AMENDMENT: August 29, 2005

DATE OF BID RELEASE: August 3, 2005

DATE AND HOUR OF OPENING: September 14, 2005 @ 3:00 PM

CONTACT: Gail Burchett, Purchasing Officer

The following shall be a part of **Bid No. 7066** for **A Multi-state Contract for Industrial Supplies & Equipment, Lighting Products, Janitorial Supplies & Equipment.**

Section I:

Please note that the correct time and date for bid opening:

September 14, 2005 @ 3:00PM

Section II:

Section 3.17 of the bid document shall be removed and the following substituted.

Contract prices represents ceiling prices for the supplies and services priced in the award(s). The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders. Vendors that engage in innovative procurement practices such as strategic sourcing, aggregate purchasing, etc., with a Purchasing Entity at the request of the Purchasing Entity are exempt from the reporting requirement.

Section III:

The following States have indicated their intent to participate, via written letter, in awards issued from this solicitation. This list is not all-inclusive; Other States may indicate their written intention to participate at a later date.

Alaska
Colorado
Louisiana
Montana

Nevada
Oregon
Oklahoma
Utah

Section IV:

The following answers are to all questions submitted in writing:

1. Please advise if vendors must return all pricing forms even if bidding on just a few items.
Yes. The entire bid must be returned.
2. For line items 2.30, 2.31 and 2.32 for can liners, the bid specifies “packages” – Is this equivalent to cases?
Not necessarily. Please list the quantity per package and the amount of packages per case. It is far better to supply more information than less information when responding to this bid.
3. Please provide that approx. number of delivery locations.
This bid is intended for use by multiple States and their individual Counties, Cities, School Districts etc within each State. Therefore, it is impossible to list the number of delivery locations.
4. Please provide the name of the previously awarded vendor for line items 2.30-2.32 and their price per case.
***The current awarded vendor is Grainger, Inc. Grainger pricing for items 2.30-2.32 are as follows:
2.30 = 4.94 per roll of 50, sold per roll
2.31= 4.01 per roll of 25, sold per roll
2.32= 5.91 per roll of 20, sold per roll***
5. Does a vendor need to bid on all items in an entire section of the bid or may we bid on only a few?
The overview section of bid 7066, page 3 states “Bids will be accepted from qualified vendors that can provide one (1) or all products at the minimum of one of the thirteen categories listed..”
6. We would appreciate you supplying us with the award pricing and winning vendor from the last bid for the liners.
Please see response # 4.
7. Attachment E has specified manufacturers listed. Would it be appropriate to submit a price for that manufacturer and as well as another column with a different manufacturer at a lower price?
Yes, as long as you also supply evidence that the other manufacturer’s product meets or exceeds the requirements as specified.
8. Would it be more responsive to our bid submittal to submit a lower price or should we bid only the specified manufacturer?
The bid allows for products that meet or exceeds the requirements as specified.

9. The project overview notes that you reserve the right to competitively solicit additional sources. Does this mean that after receiving all the bids and awarding you won't purchase from the awardee but will seek bids for items during the two-year period?

Where deemed to be in the best interest of the State or States, additional bids may be sought during the initial contract period.

10. Point 3.14 says that the estimates are not guarantees, what do you base your estimates on? Are the estimates annual or 2-year estimates?

The estimates are based on previous history for the period of January – December 2004.

11. When requesting vendors to guarantee pricing for 2-years, how do vendors protect themselves from inflation? The cost of steel has risen over 100% in the past 2-years and many other items have increased higher than the CPI. Companies cannot be expected to sell their products at a loss, so how do you handle a situation like that?

The vendors are expected to project pricing over the next 2-years. However, it is never the intention of the WSCA to expect the vendors to function at a loss. Price increases from vendors are considered if the vendor presents evidence of a price increase via the CPI (Consumer Price Index) or other recognized forecasting entity.

12. Regarding point 3.15, annual 1-year extensions, must both parties agree to this or may the vendor opt out if prices rose higher than we were allowed to charge?

Both parties must agree on annual extensions. Vendors may opt out or request price increases during the negotiations of annual extensions.

13. Regarding point 4.1.1.2, we are located in Michigan and collect Michigan sales tax. We sell to various government entities all across the nation and do not charge sales tax to the State, counties or any company in the State of Nevada. Does this disqualify us or if we have a federal tax I.D. does that mean that we are licensed by the Nevada Dept of Taxation for this bid's purpose?

Per Nevada Revised Statute §360.780, the selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS. Please contact the Nevada Dept. of Taxation to clarify your taxation status.

14. Is it possible to obtain pricing from the current vendor's contract?

Yes. Please request in writing the items you are interested in.

15. Can you provide more specific information on "Condor" i.e., website, full company name or contact information if nothing else is available? The same for North, Wells, Lamont and Best.

Yes. The full names of these companies are: Condor, North Safety, Wells-Lamont and Best Glove. The companies are all available for research via the Internet.

16. Will the State of Nevada on behalf of the Western States Contracting Alliance (WSCA) offer a best and final negotiations period after the supplier(s) have been selected in order to further negotiate more favorable WSCA terms and conditions and/or additional products and services?

Yes.

17. Section 3.7 of the bid stipulates 24-48 hour shipping on in-stock items. Please advise if this refers to regular business hours Monday thru Friday for orders placed before 5pm local time.
In ordinary circumstances the 24-48 hours shipping time refers to Monday-Friday and orders placed before 5pm local time. There are however emergency circumstances where regular shipping times and agreements will have to be altered.
18. In section 3.7, please define what consideration will be provided in “Delivery time will be considered during the award of this contract.”
The speed of delivery of items is an important factor in this bid, i.e., can your company deliver to all proposed areas in 24 hrs.? 48hrs.? Does your delivery schedule vary from location to location? These are all factors that the evaluators will take into consideration when reviewing your bid response.
19. Does WSCA insist that the pricing offered by the awardee(s) under this contract for the market basket of items as well as the balance of the line be consistent across all WSCA Participating States regardless of transaction type, will call, phone and internet orders? This question is not intended to offer further discounts; it is an attempt to determine how important having consistent contract pricing on unique items across multiple states and multiple transaction types for contract patrons.
Pricing should be consistent for all types of transactions and locations irregardless of State for all market basket and balance of the line items.
20. For filters beginning in section 4.18, can you tell me if these filters are in a box frame or pinched?
Box frame.
21. Considering the number of product categories on this bid, are suppliers who bid more than one category looked upon more favorably than those who may be only able to bid one category?
This bid may be awarded as a multiple bid; therefore, it not viewed as more or less favorable to bid on more than one category.
22. Is the administrative fee (0.1%) paid to each Participating state or just to the State of Nevada?
The administrative fee is collected by the State of Nevada for and in behalf of the Western States Contracting Alliance (WSCA).
23. There is no mention by the Participating States of an additional administrative fee (not to exceed 1%). Does that mean that those states do not impose such an additional fee?
Some Participating States require an additional administrative fee capped at 1%. This requirement will be listed in that State’s Participating Addendum Terms and Conditions. If there is no mention of an additional fee, as is the case with the State of Nevada, it is not required.
24. If a Participating State does require and additional administrative fee, how is it identified to the bidders?
This requirement will be listed in that Participating State’s Terms and Conditions.
25. With the price of fuel continuing to rise and it’s integral effect on distribution and delivery costs, are you firm of the requirement for FOB Destination for all items anywhere?
Yes. This requirement is firm.

26. What is your definition of on-line workflow management and workflow management controls?
While it is this solicitation's intention that the vendor describe what their on-line system can provide, WSCA is most interested in how your on-line system allows for approval controls of order requests that are placed by field personnel and; how your system routes these order requests to supervisors and budgetary approval personnel. This workflow allows for final approval by supervisors and or budgetary personnel before the actual order is confirmed/approved and submitted/committed to the vendor's order database.
27. Attachment E addresses a quantity for each item. We realize that there is no implication or guarantee level of purchases; however, previous orders are a possible indicator. Is the quantity shown the actual quantity ordered during the previous contract period by the known Participating States or does that number include purchases from other states?
This number is the actual quantity ordered during January – December 2004 as provided by the current vendor for all States currently participating in the award.
28. Attachment B, reports. Quarterly reports are required to show quantities and dollar volume purchases “by each agency”. Does “each agency” mean State?
Yes, reports are required to show quantities and dollar volume purchases per State.
29. Attachment B, Delivery. “ The minimum shipment amount will be found in the special terms and conditions. There is no discussion of minimum shipment amount. May bidders specify a minimum quantity for FOB Destination?
Yes.
30. What was the duration of the previous contract period?
The previous contract was for 2 years with 2 one-year extensions.
31. Alaska Conditions 6, Extension of Prices: The first sentence runs into the margin and cannot be read. Please restate the paragraph.
EXTENSION OF PRICES: In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
32. Are items 12.23-25, 12.29, 12.35, 12.38, 12.39 and 12.43 it says PK100 is that the same as 100 per box?
Yes, these are sold 100 per box/package.
33. Is the current contract listed in your website? If not, may I acquire a copy of the last contract with pricing included?
Yes, information regarding the current contract is listed on the State of Nevada website. The web address is as follows: http://purchasing.state.nv.us/pur_info/grainger.htm

Section V:

The following shall be added to the cost section of this bid.

See Attachment A

1.27 Balance of line discount for Adhesives, Sealants & Tape category _____

Please list any manufacturer specific discounts offered, if any, for this category. Use additional sheets if necessary.

2.56 Balance of line discount for Cleaning & Painting category _____

Please list any manufacturer specific discounts offered, if any, for this category. Use additional sheets if necessary.

3.80 Balance of line discount for Electrical category _____

Please list any manufacturer specific discounts offered, if any, for this category. Use additional sheets if necessary.

4.98 Balance of line discount for Heating, Ventilation, Air Conditioning,
& Refrigeration category _____

Please list any manufacturer specific discounts offered, if any, for this category. Use additional sheets if necessary.

5.80 Balance of line discount Lighting category _____

Please list any manufacturer specific discounts offered, if any, for this category. Use additional sheets if necessary.

6.36 Balance of line discount for Material Handling & Storage category _____

Please list any manufacturer specific discounts offered, if any, for this category. Use additional sheets if necessary.

7.42 Balance of line discount for Metal Working, Welding & Lubrication category _____

Please list any manufacturer specific discounts offered, if any, for this category. Use additional sheets if necessary.

8.101 Balance of line discount for Motors & Power Transmission category _____

Please list any manufacturer specific discounts offered, if any, for this category. Use additional sheets if necessary.

9.16 Balance of line discount for Outdoor Equipment category _____

Please list any manufacturer specific discounts offered, if any, for this category. Use additional sheets if necessary.

10.39 Balance of line discount for Pneumatics & Hydraulics category _____

Please list any manufacturer specific discounts offered, if any, for this category. Use additional sheets if necessary.

11.47 Balance of line discount for Pumps & Plumbing category _____

Please list any manufacturer specific discounts offered, if any, for this category. Use additional sheets if necessary.

12.49 Balance of line discount for Safety & Security category _____

Please list any manufacturer specific discounts offered, if any, for this category. Use additional sheets if necessary.

13.84 Balance of line discount for Tools & Test Equipment category_____

Please list any manufacturer specific discounts offered, if any, for this category. Use additional sheets if necessary.

If bidder has already returned original bid, please complete this amendment and return it for attachment to bid prior to date and hour of opening as shown above, if possible.

NAME OF BIDDER Doug D'Alessio Grainger

AUTHORIZED SIGNATURE



TITLE :Senior Government Sales Manager

DATE 9-13-2005



Division of Purchasing
BID No.7066
for
**A Multi-state Contract for Industrial Supplies & Equipment,
Lighting Products, Janitorial Supplies & Equipment**
to be delivered F.O.B. destination
Any Point Within Boundaries of Participating State

Release Date: August 3, 2005
Deadline for Submission and Opening Date and Time: September 14, 2005 @ 3:00 P.M.

For additional information, please contact:
Gail Burchett, Purchasing Officer
(775) 684-0172
(TTY for the Hearing Impaired: 1-800-326-6868.
Ask the relay agent to dial 1-775-684-0170/V.

See Page 10, for instructions on submitting bid.

Contact Information

Company Name: [Grainger Industrial Supply](#)

Address: [3169 Industrial Blvd](#) City: [West Sacramento](#) State: [CA](#) Zip: [95691](#)

Telephone: [\(916\) 503-0229](#) Fax: [\(916\) 471-0515](#)

E-Mail Address: Doug.D'Alessio@grainger.com

Prices contained in this proposal are subject to acceptance within [90](#) calendar days

Contact Person: [Doug D'Alessio](#)

Print Name & Title: [Doug D'Alessio, Senior Government Sales Manager](#)

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Exhibits

- Exhibit A - Grainger and Manufacturer Discount Structure
- Exhibit B - Grainger Letter of Clarification
- Exhibit C - Grainger Customer Focused Quality Report Card

1. OVERVIEW OF PROJECT

The State of Nevada, Purchasing Division on behalf of the Western States Contracting Alliance (WSCA) is seeking a vendor or vendors to provide Industrial Supplies and Equipment, Lighting Products and Janitorial Supplies and Equipment. Bids will be accepted from qualified vendors that can provide one (1) or all products at the minimum of one of the thirteen categories listed below:

- Adhesives, Sealants and Tape
- Motors & Power Transmission
- Cleaning & Painting
- Outdoor Equipment
- Electrical
- Pneumatics and Hydraulics
- Heating, Ventilation, Air Conditioning/Refrigeration
- Pumps & Plumbing
- Lighting
- Safety & Security
- Material Handling and Storage
- Tools & Test Equipment
- Metal Working, Welding & Lubrication

This procurement contemplates a multi-state scope and may result in more than one award. In determining an award factors considered will include but not be limited to, pricing, range of commodities offered; scope of geographical coverage offered; the States' judgments concerning the bidder's capability to meet demand within the geographical area bid; the quality and availability of recycling or environmental conservation programs (if applicable); the favorability of the terms under which the vendor will do business; and other vendor programs, capabilities, and product characteristics judged to provide additional value or administrative cost savings to the Participating States.

While the primary purpose of this solicitation is to select a vendor(s) who can offer the supplies for all Participating States, vendors are permitted to bid on more limited geographical areas, however, not less than one Participating State. Bidders must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States.

A Participating State may evaluate and select a vendor for award in more limited geographical areas where judged to be in the best interests of the State or States involved. Administration of any such award(s) will be done by the Participating State(s) involved unless the awarded contract includes the Lead State in its geographical area.

WSCA, Participating States, and Purchasing Entities reserve the right to competitively solicit additional sources for commodities during the contract term, where deemed to be in the best interests of the State(s) or entities involved. Further, Participating States may have existing awards for commodities within the scope of this solicitation.

Any Participating State reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating State.

All pricing listed shall be ceiling prices with the option for Participating States to negotiate more favorable discounts for large orders.

Use of any resultant contract(s) is permissive.

1.1 VOLUME DISCOUNTS

General

Additional volume and other price discount options are invited, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the bidder. Extensions of additional discounts are not required but may be evaluated if offered.

Cumulative Ordering Volume Discounts

The bidder is invited to identify additional percentage discounts if total cumulative ordering volumes (by all Purchasing Entities) exceed an amount specified by the vendor. If the volume of total orders exceeds that amount in any quarter, the offered discount will apply to future orders during the term of the award(s), as extended through option exercises.

Volume Discount for Minimum Order Quantity

The bidder is also invited to propose discounts for minimum order quantities. Purchasing Entities may consolidate purchases in order to take advantage of any volume discount extended by vendor for minimum orders, so long as a single delivery location at the discretion of the Purchasing Entity is specified.

2. ACRONYMS/DEFINITIONS

For the purposes of this bid, the following acronyms/definitions will be used:

<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>Bidder</i>	Organization/individual submitting a bid in response to this Invitation to Bid.
<i>Division</i>	Department Administration, Division of Purchasing
<i>Evaluation Committee</i>	An independent committee established to evaluate responses submitted in response to the Invitation to Bid.
<i>Goods</i>	Within the definition of NRS 104.2105 identified in this Invitation to Bid.
<i>ITB</i>	Invitation to Bid

<i>Lowest Responsible Bidder/Vendor</i>	An organization or individual that is awarded a contract or order for the goods identified in this Invitation to Bid.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>NAC</i>	Nevada Administrative Code
<i>NRS</i>	Nevada Revised Statutes
<i>NOA</i>	Notice of Award. Formal notification of the State's decision to award a contract.
<i>Participating State</i>	A member of WSCA who has indicated its intent to participate by signing an Intent to Contract, or who subsequently signs a Participating Addendum where required, or another state authorized by WSCA to be a party to the resulting award(s) through the execution of a participating addendum. The State of Nevada is a Participating State and the WSCA Lead State. See Attachment D for a list of Participating States.
<i>Participating Addendum</i>	A bilateral agreement executed by the contractor and a Participating State that clarifies the operation of the award(s) for the State concerned, e.g. requirements.
<i>Purchasing Entity Buyer</i>	A Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030(5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
<i>Shall/Must/Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.

State	The State of Nevada and any agency identified herein.
Trade Secret	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Vendor	Organization/individual submitting a proposal in response to this solicitation.
WSCA	Western States Contracting Alliance, a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

2. SCOPE OF WORK – Please refer to Grainger’s Technical Proposal for a detailed and complete response to Section 3, Scope of Work.

- 3.1 This bid has been divided into categories with bid schedule items that generally represent those most frequently purchased during the previous contract period. These commodities are listed in the pricing section (Attachment E) of this solicitation.
- 3.2 Orders resulting from this contract will be placed directly with the vendor by the individual Purchasing Entity. The vendor must have toll free telephone numbers for use by those entities located outside of the vendor’s toll free area. This includes both telephone and Facsimile access. The vendor will ship and bill as requested by the ordering agency. The ordering agency will remit payment directly to the vendor. There are approximately 1,000 possible separate delivery locations within the State of Nevada. The number of locations will vary by participating WSCA states.
- 3.3 Toll Free Telephone and Facsimile Access Available? **Yes** **No**
- 3.4 The successful vendor will remit to the State’s contract administrator an administrative fee in the amount of one-tenth of one percent (.1%) of the total sales from this contract.
 - 3.4.1 The prices bid shall not be subject for adjustment to account for the fee.
DO NOT ADD THIS AMOUNT AT THE TIME OF ORDER TO THE PRICE OF ITEMS ON THE BID SCHEDULE.
 - 3.4.2 A statement verifying the total sales amount must accompany the remittance. This remittance will be due not later than 45 days after the last day of each calendar quarter. The Contract Administration fee is intended to cover the costs of administering this contract.

- 3.4.3 In addition to the contract administration fee, some Participating States may require an additional administrative fee. This State specific administrative fee will not exceed 1% of the State specific sales.

- 3.5 In addition to the items shown on Attachment E, Purchasing Entities will be allowed to order from a successful bidder's catalog(s) or website for delivery anywhere within the participating WSCA states. WSCA requires electronic catalogs that are Internet based or contained on media for use on a personal computer. Any awarded vendor must make paper catalogs available upon request to any Purchasing Entity.
 - 3.5.1 Bidders shall state the discount percentage from their catalog(s) list price for non-bid schedule items.
 - 3.5.2 This discount percentage will be considered during the award of this contract.
 - 3.5.3 Catalog(s) must be submitted with the bid as described in the Submittal instructions, section 5.3.4.
 - 3.5.4 Percentage off balance of the line must be listed in the cost proposal.

- 3.6 Prices for all items associated with this contract are to be FOB Destination anywhere within the participating WSCA states or geographic area offered.

- 3.7 Delivery time for in-stock items should not exceed 24-48 hours. Non-stocked items must be delivered within 10 working days. Delivery time will be considered during the award of this contract.
 - 3.7.1 Specify Guaranteed Delivery Time for In-Stock Items **24-48** Hours.
 - 3.7.2 Specify Guaranteed Delivery Time for Non-Stock Items **3-10** Days

- 3.8 The vendor shall provide the State of Nevada Purchasing Division information on all reports that are available without charge, to include a brief description of the report and the frequency. The State of Nevada and participating WSCA states will decide which reports are required and notify the successful vendor. If there are other reports available at an additional cost, information on these reports is also required. Please note the reporting requirement in the WSCA terms and conditions.

- 3.9 Successful vendor shall provide Electronic Catalogs for all agencies as described in Section 3.5.
 - 3.9.1 Electronic Catalogs available? **xxx Yes** _____No
 - 3.9.2 Type of electronic catalog offered _____

3.10 The State of Nevada and participating WSCA states require a successful bidder to provide an Internet address for access to a web-based catalog. The successful bidder should have a proven record of E Commerce capabilities, with the technology and support personnel to provide content deployment or punch out access to their online catalog, for the purpose of supporting the purchasing web sites of WSCA State Purchasing departments.

This catalog web site should offer features including but not limited to the following:

- Multiple search options from narrow options to specific search criteria.
- Display contract pricing
- Have workflow management controls
- On-line ordering capability
- Order status and order tracking capabilities
- Order history.
- Allow users to develop personal lists and profiles, and a secure means for storing procurement card information.
- Online help to use site should be available.
- Technical data, illustrations, Material Safety Data Sheets, parts availability, and access to web-based product sourcing are also required.
- Should allow viewers to view on line Bidder's product availability by location.

3.10.1 Web-based Catalog available? **XX** Yes No

3.10.2 Contract Pricing available on line? **XX** Yes No

3.10.3 Online workflow management? **XX** Yes No

3.10.4 Order Status/Tracking Online? **XX** Yes No

3.10.5 Order History? **XX** Yes No

3.10.6 Personal Lists? **XX** Yes No

3.10.7 Online Availability? **XX** Yes No

3.10 The successful bidder must provide paper and/or computer media catalogs to all agencies upon request for the duration of this contract.

3.12 The successful bidder should offer the capability to accept procurement cards as acceptable payment. Level III reporting is preferred.

3.12.1 Procurement Cards Accepted? **XX** Yes No

- 3.13 Products returned because of quality problems, duplicated shipments, outdated products, etc. shall be picked up by the contractor within 5 business days after notification with no restocking charge and replaced with specified products or the agency shall be credited or refunded for the full purchase price. Standard stock products ordered in error by agencies must be returned for credit within 15 days of receipt. Products must be in resalable condition and in original container, unused.
- 3.14 The total purchases of any individual item on the contract is not known. The Purchasing Division has attempted to give an accurate estimate of probable purchases of each item for the contract period. The Purchasing Division does not guarantee that the participating WSCA States will buy any or all estimated amounts of any specified item or any total amount.
- 3.15 The contract period shall be for two (2) years with the option to extend for three (3) additional (1) one year terms provided any requested price increases do not exceed the increase in the consumer price index for the previous 6 month period, there are no changes in terms, the awardees agree to the extension and the extension is in the best interest of the State (NRS 333.280). Price increases are not allowed during the initial two (2) year term of the contract.
- 3.16 It is desirable that a successful bidder has inside and outside sales staff and distribution facilities located in all participating WSCA states or geographic area offered. Bidders must provide the locations of their distribution points and information regarding sales staff for each participating WSCA state or geographic area offered.
- 3.17 Contract prices represent ceiling prices for the supplies and services priced in the award(s). The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.
- 3.18 Apart from the Lead State conducting the solicitation, the States indicated in Attachment D have signified their intent to enter into a contract and, except where specified or the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. This Solicitation includes any significant State-specific provisions required by the laws, regulations, or procurement practices of these State(s).
- 3.19 Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

4. COMPANY BACKGROUND AND REFERENCES

Please refer to Grainger's Technical Proposal for a detailed and complete response to Section 4, Company Background and References

4.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

- 4.1.1 Company ownership (sole proprietor, partnership, etc).
 - 4.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.
 - 4.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.
- 4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breach, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.
- 4.1.3 Location(s) of the company offices and location of the office that will provide the services described in this ITB.
- 4.1.4 Is your firm a resident of Nevada or a resident of another state? If so, please list the state of residence. Does your resident state apply a preference, which is not afforded to bidders or vendors who are residents in the state of Nevada? This information may be utilized in determining whether an inverse preference applies pursuant to NRS §333.336.
- 4.1.5 Number of employees both locally and nationally.
- 4.1.6 Location(s) from which employees will be assigned.
- 4.1.7 Name, address and telephone number of the vendor's point of contact for a contract resulting from this ITB.

4.1.8 Company background/history and why vendor is qualified to provide the services described in this ITB.

4.2 **REFERENCES**

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Vendors are required to submit Attachment C, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division.** It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the bid submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

5. **SUBMITTAL INSTRUCTIONS**

5.1 In lieu of a pre-bid conference, the Purchasing Division will accept questions and/or comments in writing, received either by mail, facsimile or e-mail regarding this ITB as follows:

Questions must reference the identifying ITB number and be addressed to the State of Nevada, Purchasing Division, Attn: Gail Burchett, Purchasing Officer, 515 E. Musser St., Suite 300, Carson City, NV 89701, e-mailed to svrpurch@purchasing.state.nv.us or faxed to (775) 688-0188. The deadline for submitting questions is August 18, 2005 at 5:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about August 29, 2005. Please provide company name, address, phone number, e-mail address, fax number, and contact person when submitting questions.

5.2 Timeline

<i>TASK</i>	<i>DATE/TIME</i>
Deadline for submitting questions	August 18, 2005 @ 5:00 PM
Answers to all questions submitted available on or about	August 29, 2005 @ 5:00 PM
<u>Deadline for submission and opening of bids</u>	September 14, 2005 @ 2:00 PM
Evaluation period	September 15 – October 27, 2005
Selection of vendor	November 1, 2005

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

5.3 Bid submission requirements:

- 5.3.1 Bids sent by mail or overnight delivery must be returned in a sealed envelope with the bid number and opening date clearly marked in the lower left corner on the front side of the envelope.
- 5.3.2 Bids mailed by the US Postal Service, UPS, Federal Express, DHL, etc. must be addressed to: NEVADA STATE PURCHASING DIVISION, 515 EAST MUSSER STREET, SUITE 300, CARSON CITY, NV 89701. The State Purchasing Division will not be held responsible for bid envelopes mishandled as a result of the envelope not being properly prepared.
- 5.3.3 Bids sent via fax will not be accepted.
- 5.3.4 The entire bid document including catalogs and any amendments if applicable to this bid must be returned as part of the vendor's bid submission. Vendors must return one (1) master and six (6) copies of their entire bid document submission to State Purchasing. The preferred media is CD, however, paper copies are acceptable. Failure to comply with this requirement could be grounds for non-acceptance of the bid.
- 5.3.5 Bid prices will be disclosed as required by Nevada Revised Statutes. While price is an important criteria consideration in the bid award process it is not the only criteria. A bid award is made to the lowest responsible bidder or bidders based upon an evaluation of all bids submitted and their conformance with specifications, terms and conditions stated in the bid. The Purchasing Division may reject any or all bids or may accept the bid determined best for the interest of the state.
- 5.3.6 **The bid must be received at the address referenced below no later than 2:00 PM Pacific Time, September 14, 2005.** Bids that do not arrive by the opening time and date WILL NOT BE ACCEPTED.

Bid shall be submitted to:

State of Nevada, Purchasing Division
Attn: Gail Burchett, Purchasing Officer
515 E. Musser Street, Suite 300
Carson City, NV 89701

- 5.4 The State will not be held responsible for bid envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone bids will **NOT** be considered. The preferred media for bid submittal is electronic media (CD), however paper copies or floppy disc will be acceptable. As stated in section 5.3.4, the State requires one (1) master and six (6) copies.

6. **BID EVALUATION AND AWARD PROCESS**

- 6.1 Bids will be consistently evaluated based on the criteria as listed in this document.
- 6.2 The State may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada or any other Participating State.

7. **TERMS, CONDITIONS AND EXCEPTIONS**

Please refer to Grainger's Letter of Clarification for a detailed and completed response to Section 7, Terms, Conditions and Exceptions.

- 7.1 This procurement is being conducted in accordance with NRS chapter 333.
- 7.2 For purposes of addressing questions concerning this Invitation to Bid the sole contact will be the Purchasing Division's designee. Upon issuance of this Invitation to Bid, employees and representatives of the agencies identified herein will not answer questions or otherwise discuss the contents of this Invitation to Bid with any prospective bidders or their representatives. Failure to observe this restriction may result in disqualification of any bid. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 7.3 Pursuant to NRS 333.210, responsible bids must conform to all standards and specifications in the Invitation to Bid.
- 7.4 Pursuant to NRS 333.280, the Purchasing Division may enter into a contract using a standard form of contract, by advertising in accordance with the provisions of NRS 333.310, for the furnishing of goods for not more than 2 years. If an extended contractual period is necessary to promote the use of a manufacturing process, which emphasizes the efficient use of energy, or to promote the manufacture of goods, which use recycled materials, the Purchasing Division, may enter into such a contract for not more than 3 years. The original terms of a contract may be extended annually thereafter if the conditions for extension are specified in the original solicitation, and the Purchasing Division determines that an extension is in the best interest of the state.
- 7.5 In accordance with NRS 333.336, if a person who submits a bid or proposal is a resident of another state and that other state applies to bidders or contractors who are residents of that state a preference with respect to contracts awarded by that other state which is not afforded to bidders or contractors who are residents of the State of Nevada, the Purchasing Division shall, insofar as is practicable, increase the person's bid or proposal by an amount that is substantially equivalent to the preference that the other state of

which the person is a resident denies to bidders or contractors who are residents of the State of Nevada.

- 7.6 Pursuant to NRS 333.300(2), all goods with an the estimated cost in excess of \$25,000 must be purchased by formal contract from the lowest responsible bidder after due notice inviting the submission of sealed bids to the Purchasing Division at the date, hour and location set forth in the bid, and at that date, hour and location the bids must be publicly opened.
- 7.7 Pursuant to NRS 333.300(2), the Purchasing Division may reject any or all bids, or may accept the bid determined best for the interest of the State.
- 7.8 Pursuant to NRS 333.300(4), in awarding contracts for the purchase of goods, whenever two or more lowest bids are identical, the Purchasing Division shall:
- (a) If the lowest bids are by bidders resident in the State of Nevada, accept the bid that is in the best interests of the State.
 - (b) If the lowest bids are by bidders resident outside the State:
 - (1) Accept the bid for goods or commodities produced or manufactured in the State; or
 - (2) Accept the bid for goods or commodities supplied by a dealer resident in the State.
- 7.9 Pursuant to NRS 333.330(1) all bids on more than one item on which bids are called for by the same notice must be itemized and give a price for each item.
- 7.10 Pursuant to NRS 333.330(2) all bids must:
- (a) Be in writing and signed.
 - (b) Be sealed or, if the bid is submitted electronically, secured by an electronic equivalent of a seal, as approved by the Purchasing Division.
 - (c) Be opened and read publicly by the Purchasing Division as they are opened.
- 7.11 Pursuant to NRS 333.340(1) every contract or order for goods must be awarded to the lowest responsible bidder. To determine the lowest responsible bidder, the chief shall consider, if applicable, the imposition of inverse preference described in NRS 333.336 and may consider:
- (1) The location of the using agency to be supplied.
 - (2) The qualities of the articles to be supplied.
 - (3) The total cost of ownership of the articles to be supplied.
 - (4) Except as otherwise provided in paragraph (5), the conformity of the articles to be supplied with the specifications.
 - (5) If the articles are an alternative to the articles listed in the original request for bids, whether the advertisement for bids included a statement that bids for an alternative article will be considered if:
 - (a) The specifications of the alternative article meet or exceed the specifications of the article listed in the original request for bids;
 - (b) The purchase of the alternative article results in a lower price; and

- (c) The chief deems the purchase of the alternative article to be in the best interests of the State of Nevada.
 - (6) The purposes for which the articles to be supplied are required.
 - (7) The dates of delivery of the articles to be supplied.
- 7.12 Pursuant to NRS 333.340(2), if a contract or an order is not awarded to the lowest bidder, the Purchasing Division shall provide the lowest bidder with a written statement which sets forth the specific reasons that the contract or order was not awarded to him.
- 7.13 Pursuant to NRS 333.340(3), "total cost of ownership" includes, but is not limited to:
 - (a) The history of maintenance or repair of the articles;
 - (b) The cost of routine maintenance and repair of the articles;
 - (c) Any warranties provided in connection with the articles;
 - (d) The cost of replacement parts for the articles; and
 - (e) The value of the articles as used articles when given in trade on a subsequent purchase.
- 7.14 Pursuant to NRS 333.350(1), a contract may be awarded for separate items or portions or groups of items, or for separate portions or groups of portions of a project, as the best interest of the state requires.
- 7.15 Pursuant to NRS 333.350(3), the Purchasing Division may allow a person to withdraw his bid without penalty if:
 - (a) The Purchasing Division believes that an obvious error has been made by the person which would cause him financial hardship; and
 - (b) The contract has not yet been awarded.
- 7.16 Pursuant to NRS 333.350(4) each bid and the name of the person making the bid shall be entered on a record. The record, with the name of the successful bidder indicated thereon, shall be open to public inspection after the award of the contract.
- 7.17 Reference to a specific manufacturer or a specific product or model in the bid specifications does not restrict bidders to that manufacturer, product or model. This method is used to indicate the functional requirements (e.g., type, design, characteristics, quality) of the article desired. Bids may be considered on other manufacturer's products or other models determined by the Purchasing Division to be the functional equivalent of the product or model referenced.
- 7.18 Submission of a bid shall constitute an agreement to all terms and conditions specified in the Invitation to Bid, including, without limitation, the Terms and Conditions for Purchase of Goods set forth in Section 8, except such terms and conditions that the bidder expressly excludes.
- 7.19 Bids must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the bidder's standard contract language. The omission of these

documents renders a bid non-responsive. A review of these documents is necessary to a determination of which bid is in the best interests of the State.

- 7.20 Prices offered in bids are an irrevocable offer for the term of the contract and any contract extensions unless otherwise specified.
- 7.21 The Purchasing Division's acceptance of a bid through a written Notification of Award will create a binding contract.
- 7.22 Damages for breach of contract and penalties may be assessed by the Purchasing Division in accordance with NRS 333.365.
- 7.23 Tabulations of the bid evaluation are available to all bidders at their expense by contacting the Purchasing Division.
- 7.24 Any unsuccessful bidder may file an appeal in strict compliance with NRS 333.370.
- 7.25 Pursuant to NRS 372.123 any vendor who enters into a contract with the State of Nevada and who sells tangible personal property in the State of Nevada is required to obtain a permit pursuant to NRS 372.125 and to agree to collect and pay the taxes imposed by law on the sale of tangible personal property in this state.
- 7.26 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.

8. TERMS AND CONDITIONS FOR PURCHASE OF GOODS:

Please refer to Grainger's Letter of Clarification for detailed response to Section 8, Terms and Conditions for Purchase of Goods.

- 8.1 **ASSENT:** The State and Vendor agree that the State's acceptance of Vendor's Bid through the issuance of a written Notification of Award shall create a binding Contract.
- 8.2 **INCORPORATED DOCUMENTS:** The Contract shall consist of this Invitation to Bid, any amendments to this invitation to bid if applicable the Vendor's Bid and all documentation contained therein, and the Notification of Award, together with any subsequently-issued Purchase Order executed by a person with full power and authority to issue same on behalf of the State. A Vendor's Bid shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.
- 8.3 **DEFINITIONS:** "State" means the State of Nevada and any state agency identified herein.
- 8.4 **CONTRACT TERM:** This Contract shall be effective for the period indicated in the Invitation to Bid, unless sooner terminated by either party as set forth in this Contract. The Contract term may be extended in accordance with NRS 333.280.

8.5 **NOTICE:** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

8.6 **TERMINATION:**

- a. Without Cause. This Contract may be terminated upon written notice by mutual consent of both parties or by the State upon 5 days written notice without cause
 - b. State Termination for Nonappropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
 - c. Cause Termination for Default or breach default or breach may be declared with or without termination. Either party upon written notice of default or breach to the other party may terminate this Contract as follows:
 - i. If Vendor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Vendor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Vendor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Vendor's ability to perform; or
 - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by the State that Vendor has failed to disclose any material conflict of interest relative to the performance of this Contract.
 - d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (5), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
 - e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to EA other all claims for fees and expenses and pay those that are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Vendor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency.

8.7 **REPRESENTATIONS AND WARRANTIES:** Vendor represents and warrants to the State:

- a. **Vendor Authorization:** Vendor is duly organized, validly existing, and in good standing under the appropriate laws with full power and authority to conduct the business that it presently conducts in the State of Nevada. Vendor has the legal power and right to enter into and perform the Contract. Consummation of the transactions contemplated by the Contract will not violate any provision of law, or any of Vendors governing documents (articles of incorporation, partnership Contract, etc). Execution of the Contract and all documents provided for in the Contract by Vendor and its delivery to the State have been duly authorized by the board of directors or managing agents of Vendor and no further action is necessary on Vendor's part to make the Contract valid and binding on Vendor in accordance with its terms. Vendor has obtained all licenses and permits to perform all of its requirements under the Contract, and is current on all tax obligations to the State of Nevada or any other governmental entity in Nevada.
- b. **Bid Representations:** All statements made by Vendor on any application, bid, proposal, offer, financial statement, or other document used by Vendor to induce the State to enter into the Contract are true, correct, complete, and omit no information which would render them misleading.
- c. **Use of Broker:** Vendor agrees to indemnify the State from any damage, liability, or expense that it may suffer as a result of any claim of a broker or other finder with whom it is determined that Vendor has dealt in connection with the transactions contemplated under the Contract.
- d. **Express Warranties:** For the period specified on the face of the Contract, Vendor warrants and represents EA of the following with respect to any goods provided under the Contract, except as otherwise provided on the face of the Contract or in an Contract signed by both parties:
 1. **Fitness for Particular Purpose:** The goods shall be fit and sufficient for the particular purpose set forth above.
 2. **Fitness for Ordinary Use:** The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the Contract are ordinarily intended is general government administration and operations.
 3. **Merchantable, Good Quality, No Defects:** The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.
 4. **Conformity:** The goods shall conform to the standards, specifications and descriptions set forth above. If Vendor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in the State's

- possession it shall be identified by the word "sample" and the signature of Vendor's sales representative.
5. Uniformity: The goods shall be without variation, and shall be of uniform kind, quality, and quantity within EA unit and among all units.
 6. Packaging and Labels: The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.
 7. Full Warranty: The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty -- Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 *et seq.*, and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.
 8. Title: Vendor has exclusive title to the goods and shall pass title to the State free and clear of all liens, encumbrances, and security interests.
- e. Infringement; Indemnity: Vendor warrants the purchase or use of the goods shall not infringe upon any United States or foreign patent, and Vendor shall indemnify the State against all judgments, decrees, costs, and expenses resulting from any alleged infringement and shall defend, upon written request of the State, at its own expense, any action which may be brought against the State, its vendees, lessees, licensees, or assigns, under any claim of patent infringement in the purchase or use of Vendor's goods. If the State is enjoined from using such goods, Vendor shall repurchase such goods from the State at the original purchase price. The State shall notify Vendor promptly in writing of any such suit. If the State compromises or settles any such suit without the written consent of Vendor, Vendor shall be released from the obligations of this paragraph and from any liability to the State under any statute or other rule of law.
- f. Usage of Trade; Course of Dealings; Implied Warranties: Vendor shall also be bound by any other implied warranty that, at the time of execution of this Contract, prevails in the trade of government in the marketing area in and about the State of Nevada. Vendor shall also be bound by any other implied warranty arising through course of dealings between Vendor and the State from and after the execution of this Contract. Vendor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of issuance of the Notification of Award.
- g. Warranties Cumulative: It is understood that warranties created by this Contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under this Contract, are cumulative and should be construed in a manner consistent with one another.
- h. Priority of Warranties: If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in this Contract and any warranties implied by law, the parties

agree that the specifications contained in this Contract shall be deemed technical and mere language of description.

- i. **Beneficiaries of Warranties:** Benefit of any warranty made in this Contract shall be in favor of the State, any of its political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

- 8.8 **DELIVERY, INSPECTION, ACCEPTANCE, TITLE, RISK OF LOSS:** Vendor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, State must give notice to Vendor of any claim or damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Acceptance of the goods described in this Contract is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated above, risk of loss from any casualty, regardless of the cause, shall be on Vendor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.
- 8.9 **NO ARRIVAL, NO SALE:** The Contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by Vendor, EA shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the Contract.
- 8.10 **PRICE; TAXES; PAYMENT:** The price quoted is for the specified delivery, and, unless otherwise specified in the Contract, is F.O.B. (freight included) to the delivery address specified above. Unless otherwise specified in the Contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide Vendor with a tax exemption certificate acceptable to the applicable taxing authority. Unless otherwise specified in the Contract, payment shall be made by warrant drawn on the State of Nevada (in accordance with Nevada law) and mailed to Vendor at the address specified above (or to assignee if assignment is acknowledged by the State) within the time specified above.
- 8.11 **BREACH; REMEDIES:** Failure of either party to perform any obligation of the Contract shall be deemed a breach. In the event of a breach, the party asserting breach may, in addition to any remedies or rights afforded by Nevada law, cancel the Contract with respect to any executory obligations. All rights and remedies are cumulative with one another and with those provided by law, and exercise of one remedy or right is not a waiver of the right to pursue any other right or remedy afforded. Penalties provided under Nevada law (e.g. NRS 333.365) shall be limited to those in effect on the effective date of the Contract. Either party, as a prevailing party to any arbitration or other action regarding the enforcement of the Contract, is entitled to reasonable attorneys fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Vendor to any State agency.

- 8.12 **LIMITED LIABILITY:** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.
- 8.13 **WAIVER OF BREACH:** A failure to assert any right or remedy available to a party under this Contract, or a waiver of the rights or remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Contract, unless such waiver is contained in a writing signed by the waiving party.
- 8.14 **SEVERABILITY:** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 8.15 **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. No duties of either party may be delegated without written consent by the other party, and any such consent does not in any way affect the liability of the delegating party, unless the writing so states.
- 8.16 **FORCE MAJEURE:** Vendor shall not be liable for any delay in delivery or failure to deliver any or all of the goods where the delay or failure is caused by labor troubles, strikes, lockouts, war, riots, insurrection, civil commotion, failure of crops or supplies from ordinary sources, earthquake, fire, flood, storm, accident, any act of God or any other cause beyond the control of Vendor. State shall not be liable for failure to take delivery of the goods where any of the above causes prevent carrier or State from accepting delivery. But, in any case, the party claiming the benefit of this provision shall use due diligence to remove any such causes and to resume performance under this Contract as soon as is feasible. Performance by the other party shall be suspended and excused during the period of any such delay or failure and performance shall resume as soon as possible after removal of the excuse.
- 8.17 **GOVERNING LAW; JURISDICTION:** The laws of Nevada, including, without limitation, Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of the Notification of Award, shall govern this Contract. The parties consent to the jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
- 8.18 **ENTIRE AGREEMENT; CONFLICT WITH OTHER DOCUMENTS:** This Contract (including all incorporated attachments) is intended by the parties as the final expression of their agreement and is the complete and exclusive statement of the terms hereof. All prior agreements are superseded and excluded. Prices, quantities, dates, and places of deliveries and means of transportation may be fixed by attachments to this Contract. Except as previously stated, if any term in any incorporated attachment or in any Vendor's invoice contradicts or negates a term in this Contract, this Contract shall control. All amendments must be in writing signed by the parties.

Attachment A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF BID

I have read, understand and agree to comply with the terms and conditions specified in this Invitation for Bid.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree NO X Exceptions below:

SIGNATURE
Primary Vendor



Date 9-13-2005

PRINT NAME Doug D'Alessio
Primary Vendor

EXCEPTION SUMMARY FORM

BID SECTION NUMBER	BID PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
3.2	6	Please see attached Letter of Clarification
3.6	7	" "
3.7	7	" "
3.8	7	" "
3.15	9	" "
3.17	9	" "
3.18	9	" "
7.19	15	While this is not an exception, Grainger has attached terms and conditions for the additional options of Grainger Parts and Product Sourcing.

Attach additional sheets if necessary. Please use this format.

Attachment A (Continued)

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF BID

I have read, understand and agree to comply with the terms and conditions specified in this Invitation for Bid.

Checking “YES” indicates acceptance of all terms and conditions, while checking “NO” denotes non-acceptance and vendor’s exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree NO X Exceptions below:

SIGNATURE _____
Primary Vendor Date

PRINT NAME _____
Primary Vendor

EXCEPTION SUMMARY FORM

BID SECTION NUMBER	BID PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
8.2	15	Please see attached Letter of Clarification
8.7	17	“ ”
8.8	19	“ ”
8.11	19	“ ”
Attachment B “Hold Harmless”	25	“ ”
Attachment B “Delivery”	25	“ ”

Attach additional sheets if necessary. Please use this format.

Attachment A (Continued)

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF BID

I have read, understand and agree to comply with the terms and conditions specified in this Invitation for Bid.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree NO X Exceptions below:

SIGNATURE _____
Primary Vendor Date

PRINT NAME _____
Primary Vendor

EXCEPTION SUMMARY FORM

BID SECTION NUMBER	BID PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
Attachment B "Warranty"	25	Please see attached Letter of Clarification
Attachment B "Records Administration"	27	" "
Attachment D	31 - 48	" "

Attach additional sheets if necessary. Please use this format.

Attachment B

WSCA SPECIAL TERMS AND CONDITIONS

Please refer to Grainger's Letter of Clarification for detailed response

Standard Contract Terms and Conditions Western States Contracting Alliance

Note: Although some of the following terms and conditions are duplicates of the standard Nevada State terms and conditions, they are required by the WSCA by-laws.

PARTICIPANTS: Western States Contracting Alliance (herein WSCA) is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUANTITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by bidder; otherwise, it will be considered that the bid is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the bid states "No substitute". Bids will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF BIDS: WSCA reserves the right to accept or reject any or all bids or parts of bids, and to waive informalities therein.

BID SAMPLES: Generally, when required, samples will be specifically requested in the bid invitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

CASH DISCOUNT TERMS: Bidder may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Bid prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: The award will be made to the lowest responsive and responsible bidder meeting specifications and all bid terms and conditions. Unless stated in the bid requirements or special terms and conditions, WSCA reserves the right to award items separately or by grouping items, or by total lot.

NON-COLLUSION: By signing the bid the bidder certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or

portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future bid solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions, which follow; the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting contract(s) construed in accordance with the laws of Nevada. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the contract(s) shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

DELIVERY: The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY As used herein "Buyer" refers to any WSCA state agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The bidder agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The bidder further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Bidder agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the bidder fails to comply with the provisions of these laws and regulations. The bidder must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of an contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the bid, the unit prices will govern.

BID PREPARATION COSTS: WSCA is not liable for any costs incurred by the bidder in proposal preparation.

CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

Attachment C

REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the ITB process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor or subcontractor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Purchasing Division by the requested deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.



**BID # 7066 REFERENCE QUESTIONNAIRE
 FOR:
 A Multi-state Contract for Industrial Supplies & Equipment,
 Lighting Products, Janitorial Supplies & Equipment**

Part A:

_____ (Name of company requesting reference)

- As Primary Vendor
 As Subcontractor of _____
 Name of Primary Vendor

Part B:

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at srvpurch@purchasing.state.nv.us or facsimile at (775) 684-0188, no later than **September 12, 2005 @ 5:00 PM** and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of Nevada Purchasing Division, Services Procurement Section by telephone at (775) 684-0170 or by e-mail at srvpurch@purchasing.state.nv.us. When contacting us, please be sure to include the Invitation to Bid number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

- In what capacity have you worked with this vendor in the past?
 COMMENTS:
- How would you rate this firm's knowledge and expertise?
 ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:
- How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
 ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

4. What is your level of satisfaction with goods provided by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's goods are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's goods are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's goods to your organization again?
COMMENTS:

Attachment D

Participating States Terms and Conditions

ALASKA

By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907) 269-4925.

19. SEVERABILITY: If any provision of the contract is declared by a court to be illegal or in conflict with any law, this contract shall be construed and enforced as if the contract did not contain the particular provision held to be invalid. **INSTRUCTIONS TO BIDDERS**

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3. SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address
Department of Administration Division of General Services P.O. Box 110210 Juneau, Alaska 99811-0210
ITB No.: _____
Opening Date: _____

4. PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency vehicles are exempt;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.

5. VENDOR TAX ID NUMBER: If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

1. AUTHORITY: This ITB is written in accordance with AS 36.30 and 2 AAC 12.

2. COMPLIANCE: In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

3. SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

4. SPECIFICATIONS: Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

5. FIRM OFFER: For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

6. EXTENSION OF PRICES: In case of error in the extension of prices in the bid, the unit prices will govern; in

7. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

8. CONSOLIDATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.

- 9. CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 10. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 11. ASSIGNMENT (S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, and Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.
- 12. SUBCONTRACTOR (S):** Within five (5) working days of notice, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license. Subcontractors can only be changed per AS 36.30.115 (b).
- 13. FORCE MAJEURE:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 14. LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be
- 15. CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 16. DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 17. DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
- 18. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be

clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with

SPECIAL CONDITIONS:

- 1. ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.
- 2. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- 3. CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty; guarantee, maintenance and parts availability requirements have completely expired.

PREFERENCES:

- 1. ALASKAN BIDDER'S PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaskan bidder's preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of venturers that qualify under (1) - (4) of this subsection. AS 36.30.170(b).
- 2. USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010.
- 3. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.
- 4. ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

5. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and is the lowest responsive and responsible bidder with a bid that is no more than fifteen percent (15%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.

6. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the lowest responsive and responsible bidder with a bid that is no more than ten percent (10%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).

7. EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and, at the time the bid is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible bid that is no more than ten percent (10%) higher than the lowest responsive and responsible bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(f).

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 5, 6, and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskan's with disabilities, and, [3] employers who qualify for preference as employers of people with disabilities. In accordance with AS 36.30.170(j), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 5, 6, or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list, at the time the bid is opened, and must provide the procurement officer a copy of their certification letter. Bidders must attach a copy of their certification letter to their bid. The bidder's failure to provide the certification letter mentioned above, with their bid, will cause the State to disallow the preference.

COLORADO

Participating Addendum Execution

Orders may not be placed by Purchasing Entities in Colorado until execution of a Participating Addendum. In addition to terms that may be necessary to adopt this award to orders placed in Colorado, the following terms and conditions shall be included.

I. Controller's Approval. **CRS 24-30-202 (1) This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.**

II. Vendor Offset. **Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.**

III. Non-appropriation Clause. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

IV. Insurance. To follow are the minimum insurance requirements. Any solicitation requirement(s) that may exceed the ones listed here will apply to the resulting contract.

A. Standard Insurance Requirements.

1. The contractor shall obtain, and maintain at all times during the term of this agreement, insurance in the following kinds and amounts:

(a) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.

(b) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

(c) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

(d) Professional liability insurance with minimum limits of liability of not less than \$_____. (To be specified in the solicitation.)

2. The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

3. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.

4. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

5. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

6. The contractor shall provide certificates showing insurance coverage required by this contract to the State within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

7. Notwithstanding subsection A of this section, if the contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act”), the contractor shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

V. Software Piracy Prohibition. Governor’s Executive Order D 002 00

No State or other public funds payable under this contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of the contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

VI. Employee Financial Interest. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

MONTANA

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:

The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.mt.gov/dao/gsd/procurement/reciprocalpreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

UTAH

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 6. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 7. INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 8. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

10. RENEGOTIATION OR MODIFICATIONS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

11. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. TAXES: Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks.

The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

37. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

38. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. Additional State Terms and Conditions; 3. Contractor Terms and Conditions.

39. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge. Revision date: 7/5/2005

WASHINGTON

1. Definitions. The following terms shall have the meanings set forth below. In addition to the terms defined below, the terms defined in the State of Nevada Convenience Price Agreement and the terms defined as Washington State Standard Definitions (revised 6/17/02) attached herein as Exhibit I, shall have the meaning set forth therein, and such definitions are hereby incorporated into this Addendum by this reference.

“WSCA” means the Western States Contracting Alliance.

"STATE" means the State of Washington, acting by and through its Department of General Administration Office of State Procurement Services.

“OSP”, means the Office of State Procurement, State of Washington, Department of General Administration.

"WSPC" means the Washington State Purchasing Cooperative, whose members include where applicable: Washington State agencies, Political subdivisions of the State of Washington, Qualified Non-profit Corporations, Institutions of Higher Education (e.g. Colleges and Universities, Community and Technical Colleges) who choose not to purchase independently under RCW 23.B.10.029.

“PRICE AGREEMENT” means the Master Price Agreement No. 6416, between Contractor and the WSCA (via the Lead State – Nevada), which sets forth general terms and conditions for purchase by Authorized Purchasers of the goods and services described therein.

“AUTHORIZED PURCHASER and PURCHASER” means an agency of the State of Washington or any authorized WSPC member that submits a Purchase Order to Contractor.

“PURCHASE ORDER” means the purchase order document or agency field order submitted to Contractor by an Authorized Purchasers which specifies the quantity and type of goods or services that Contractor will provide to the Authorized Purchaser under the terms of the Price Agreement and this Addendum.

2. Terms of the Agreement. The terms and conditions of the Price Agreement are hereby incorporated by this reference into and made a part of this Addendum. In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Price Agreement, the terms and conditions of this Addendum, together with its Exhibits, shall take precedence.

3. Entire Agreement. The terms and conditions of this Addendum, along with its Exhibits, and the terms and conditions of the Price Agreement, together with its Exhibits, set forth the entire agreement of the parties with respect to the subject matter hereof.

4. Changes to Agreement. State reserves the right at any time to select or deselect product catalogues awarded in the Price Agreement. Contractor to modify their available product selections to Purchaser as advised by the state. Terms and conditions inconsistent with, contrary to or in addition to the terms and conditions of this Addendum and the Price Agreement, together with their Exhibits, shall not be modified by any subsequent Purchase Order or otherwise by other means, and any such attempts to modify such terms and conditions shall have no effect, whatsoever, unless the modification is made according to the terms of the Price Agreement or this Addendum.

5. Addendum. The terms of this Addendum shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by a written agreement signed by State and Contractor and approved by all necessary parties.

6. Purchase Orders. Authorized Purchasers may purchase goods and services under the Price Agreement and this Addendum by submitting a Purchase Order to Contractor for any of the goods or services specified. Contractor shall receive orders via phone, fax, on-line or in person at no additional costs. Contractor shall accept electronic funds transfer, check, Purchase Card (P-Card) for payment without any additional cost.

7. Purchasing Restrictions. Notwithstanding the previous Section 3, only Authorized Purchasers may purchase from this contract. Contractor shall not process purchase orders from unauthorized purchaser under this Agreement. It is the contractor's responsibility to verify purchaser's status prior to processing orders received under this contract. OSP publishes and updates periodically a list of Authorized Purchasers included in the State of Washington Purchasing Cooperative (WSPC). A list of Washington members is available on the Internet <http://www.ga.wa.gov/pca/cooplist.htm>.

Contractor shall clearly communicate at the point of sale to the Purchaser that the Contractor will not accept a Purchase Order nor sell under this Agreement any item not covered by the Western States Contracting Alliance (WSCA) Price Agreement. Items not included in the WSCA Price Agreement shall be sold separately and not be included on the Purchase Order.

8. Liability of Purchase Order. Contractor, by executing this Addendum, acknowledges and agrees that the State of Washington shall only be liable for purchases made by State of Washington agencies that issue Purchase Orders to the Contractor that incorporate this Addendum and the Price Agreement, and that other Purchasers shall be responsible for any purchase they make under a Purchase Order issued by them. The State of Washington expressly disclaims any liability for any purchase made under a Purchase Order issued by other Purchasers, or any other entity.

Contractor agrees to look solely to the Authorized Purchaser for payments related to Purchase Orders issued by that Authorized Purchaser, and for any other rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Contractor's goods or services and the resulting contractual relationship, if any, with each such Authorized Purchaser. Further, Contractor acknowledges and agrees that Authorized Purchasers shall be entitled to the same warranties, rights, remedies and benefits that the State has required under the Price Agreement and this Addendum for any purchases made by such Authorized Purchasers pursuant to Purchase Orders.

9. Warranties. All goods provided to Authorized Purchasers by Contractor shall be free and clear of any liens or encumbrances and shall be new, unless otherwise provided in the Price Agreement. All goods provided to Authorized Purchasers by Contractor that are not new shall perform and be subject to all warranties as if new. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with the specifications set out in the Price Agreement. All implied warranty provisions of the UCC are hereby incorporated by reference.

Further, Contractor represents and warrants to State that Contractor has the power and authority to enter into and perform this Addendum and that this Addendum, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

Attachment E

Pricing Form Industrial Supplies And Equipment

- | | |
|---|--------------------------------|
| 1) Adhesives, Sealants & Tape | 8) Motors & Power Transmission |
| 2) Cleaning & Painting | 9) Outdoor Equipment |
| 3) Electrical | 10) Pneumatics & Hydraulics |
| 4) Heating, Ventilation, Air Conditioning & Refrigeration | 11) Pumps & Plumbing |
| 5) Lighting | 12) Safety & Security |
| 6) Material Handling & Storage | 13) Tools & Test Equipment |
| 7) Metal Working, Welding & Lubrication | |

Please Refer to Exhibit A



Western States Contracting Alliance - WSCA ITB #7066
Category Discount Structure

Exhibit A

Grainger Product Categories

% off Grainger Each Price

1. Motors and Power Transmission

- | | |
|----------------------|-----------------------------|
| a. Electric motors | 28% off Grainger each price |
| b. Belts and pulleys | 28% off Grainger each price |
| c. Motor accessories | 28% off Grainger each price |

2. Electrical

- | | |
|-----------------------------|-----------------------------|
| a. Voice and data equipment | 10% off Grainger each price |
| b. Electrical distribution | 10% off Grainger each price |
| c. Electrical controls | 10% off Grainger each price |
| d. Electrical supplies | 10% off Grainger each price |

3. Lighting

- | | |
|---|----------------------------------|
| a. Task lighting | 10% off Grainger each price |
| b. Lamps-fluorescent, sign, HID, incandescent | 10 - 88% off Grainger each price |
| c. Ballasts | 10 - 80% off Grainger each price |
| d. Fixtures | 10% off Grainger each price |
| e. Accessories-batteries, flashlights, lanterns | 10% off Grainger each price |

4. Tools, Test instruments, Outdoor Equipment

- | | |
|---|----------------------------------|
| a. Power tools | 10% off Grainger each price |
| b. Power tools accessories | 10 - 30% off Grainger each price |
| c. Hand tools | 10 - 34% off Grainger each price |
| d. Testing and measuring, meters | 10% off Grainger each price |
| e. Shovels, chain saws, hoses and reels | 10% off Grainger each price |
| f. Auto shop equipment | 10% off Grainger each price |
| g. Generators and engines | 10% off Grainger each price |

5. Metalworking and shop supplies

- | | |
|----------------------------------|-----------------------------|
| a. Machining equipment | 10% off Grainger each price |
| b. Welding | 10% off Grainger each price |
| c. Fastening | 10% off Grainger each price |
| d. Adhesives and sealants | 10% off Grainger each price |
| e. Lubricants and chemicals | 10% off Grainger each price |
| f. Parts washers and accessories | 10% off Grainger each price |

6. Cleaning and painting equipment and supplies

- | | |
|---|--------------------------------|
| a. Floor and carpet care equipment and supplies | 10-20% off Grainger each price |
| b. Paper and janitorial supplies | 10-20% off Grainger each price |
| c. Paint and painting supplies | 10% off Grainger each price |
| d. Cleaning chemicals | 10% off Grainger each price |

Discounts from list price are firm for term of bid, individual prices are subject to change.



Western States Contracting Alliance - WSCA ITB #7066
Category Discount Structure

Exhibit A

7. Material Handling

- | | |
|---------------------------------------|-----------------------------|
| a. Ladders and climbing equipment | 10% off Grainger each price |
| b. Shelving and storage | 10% off Grainger each price |
| c. Casters | 10% off Grainger each price |
| d. Carts and trucks | 10% off Grainger each price |
| e. Hoists, winches, rigging equipment | 10% off Grainger each price |
| f. Packaging and supplies | 10% off Grainger each price |
| g. Drum and dock equipment | 10% off Grainger each price |

8. Safety and security

- | | |
|---|----------------------------------|
| a. Safety storage and fire protection | 10% off Grainger each price |
| b. Personal protective equipment | 10% off Grainger each price |
| c. Instrumentation and gas detection | 10% off Grainger each price |
| d. Industrial safety-showers, first aid, lockout/tagout | 10 - 20% off Grainger each price |
| e. Identification | 10 - 20% off Grainger each price |
| f. Padlocks, alarms, metal detectors and door hardware | 10% off Grainger each price |

9. Fluid power

- | | |
|---|-----------------------------|
| a. Air compressors | 10% off Grainger each price |
| b. Pneumatic tools | 10% off Grainger each price |
| c. Air treatment-filters, regulators, lubricators, dryers | 10% off Grainger each price |
| d. Valves and cylinders | 10% off Grainger each price |
| e. Hose and fittings | 10% off Grainger each price |
| f. Hydraulics | 10% off Grainger each price |

10. Pumps and plumbing

- | | |
|------------------------------------|-----------------------------|
| a. Centrifugal pumps | 10% off Grainger each price |
| b. Sump and sewage pumps | 10% off Grainger each price |
| c. Water system pumps | 10% off Grainger each price |
| d. Positive displacement pumps | 10% off Grainger each price |
| e. Plumbing equipment and supplies | 10% off Grainger each price |

11. HVAC

- | | |
|---|--------------------------------|
| a. HVAC controls | 10% off Grainger each price |
| b. Heating equipment | 10% off Grainger each price |
| c. A/C and refrigeration | 10% off Grainger each price |
| d. Air treatment, air cleaners, dust collectors | 10% off Grainger each price |
| e. Air filtration | 10-50% off Grainger each price |
| f. Fans | 10% off Grainger each price |
| g. Power roof ventilators | 10% off Grainger each price |
| h. Blowers | 10% off Grainger each price |

Discounts from list price are firm for term of bid, individual prices are subject to change.

GRAINGER[®]

Industrial Supply

Western States Contracting Alliance - WSCA ITB #7066
Grainger Discount Structure

Exhibit A

% Off Manufacturer Less List

Lighting

GE Lighting

82.5% Off Mfr List (9002 August 1st, 2005 GE Lighting Price List)
54 Specially net priced items from WSCA ITB Market Basket
All other excluded items 10% off Grainger each price

Advance Transformer

80% Off Mfr List - Electronic	June 1, 2005 CATALOG 155CC
75% Off Mfr List - FLB	June 1, 2005 CATALOG 155CC
75% Off Mfr List - HID	June 1, 2005 CATALOG 155CC
70% Off Mfr List - Sign	June 1, 2005 CATALOG 155CC

Power Tools

DeWalt	Up to 48% off Dewalt Current Industry Net Price Schedule
Milwaukee	Up to 46% off Milwaukee UPL-55

Power Tool Accessories

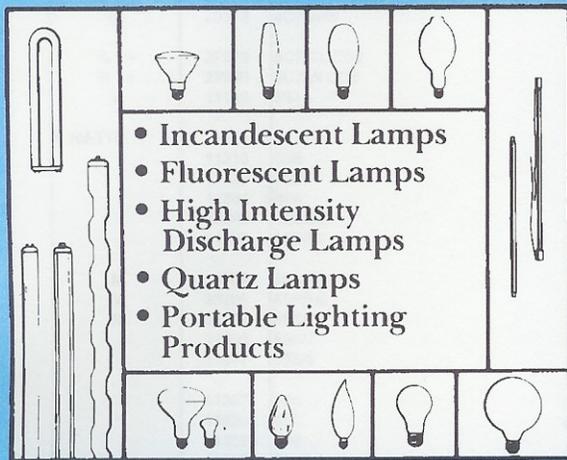
DeWalt	38% Off Current Mfr List
Milwaukee	35% Off Current Mfr List

Hand Tools

Stanley	Up to 52% Off Current Mfr List Price
Proto	Up to 55% Off Current Mfr List Price
Blackhawk	Up to 45% Off Current Mfr List Price
Westward	10% Off Grainger's Each Price (Current WSCA Contract Discount)

Commercial and Industrial

Lamp Price Schedule



Grainger Industrial Supply
Exhibit A-1

Supercedes Issue Dated
August 30, 2004

Suggested Net Prices for Quantity Purchasers

Prices are suggested only. Each seller of GE Lighting Products is free to sell, advertise or consign products at whatever prices, discounts, mark-ups or profit margins each seller may unilaterally choose.



GE imagination at work

POC 80967



CONFIDENTIAL

TRADE PRICE

15500

EFFECTIVE JUNE 1, 2005

Grainger Industrial Supply
Exhibit A-2

CONFIDENTIAL

**INDUSTRY NET
PRICE SCHEDULE**

2 0 0 5

DEWALT®

Grainger Industrial Supply
Exhibit A-3

EFFECTIVE FEBRUARY 15, 2005
SUPERSEDES ALL PREVIOUS PRICE LISTS

SECOND HALF 2005 • EFFECTIVE JULY 1, 2005

INDUSTRY NET PRICES

UPL-55

ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE



**HEAVY DUTY
ELECTRIC TOOLS**
FOR CONTRACTORS AND INDUSTRY

Grainger Industrial Supply
Exhibit A-4

NOTHING BUT
**HEAVY
DUTY**

www.milwaukeeetool.com

MILWAUKEE ELECTRIC TOOL CORPORATION

13135 W. LISBON ROAD • BROOKFIELD, WI 53005-2550
CORPORATE PHONE: (262) 781-3600 • FAX: (262) 783-8555



STANLEY[®]

**HAND TOOLS
2005 SUGGESTED
LIST PRICE SHEET**

PRICE LIST: ST-0105

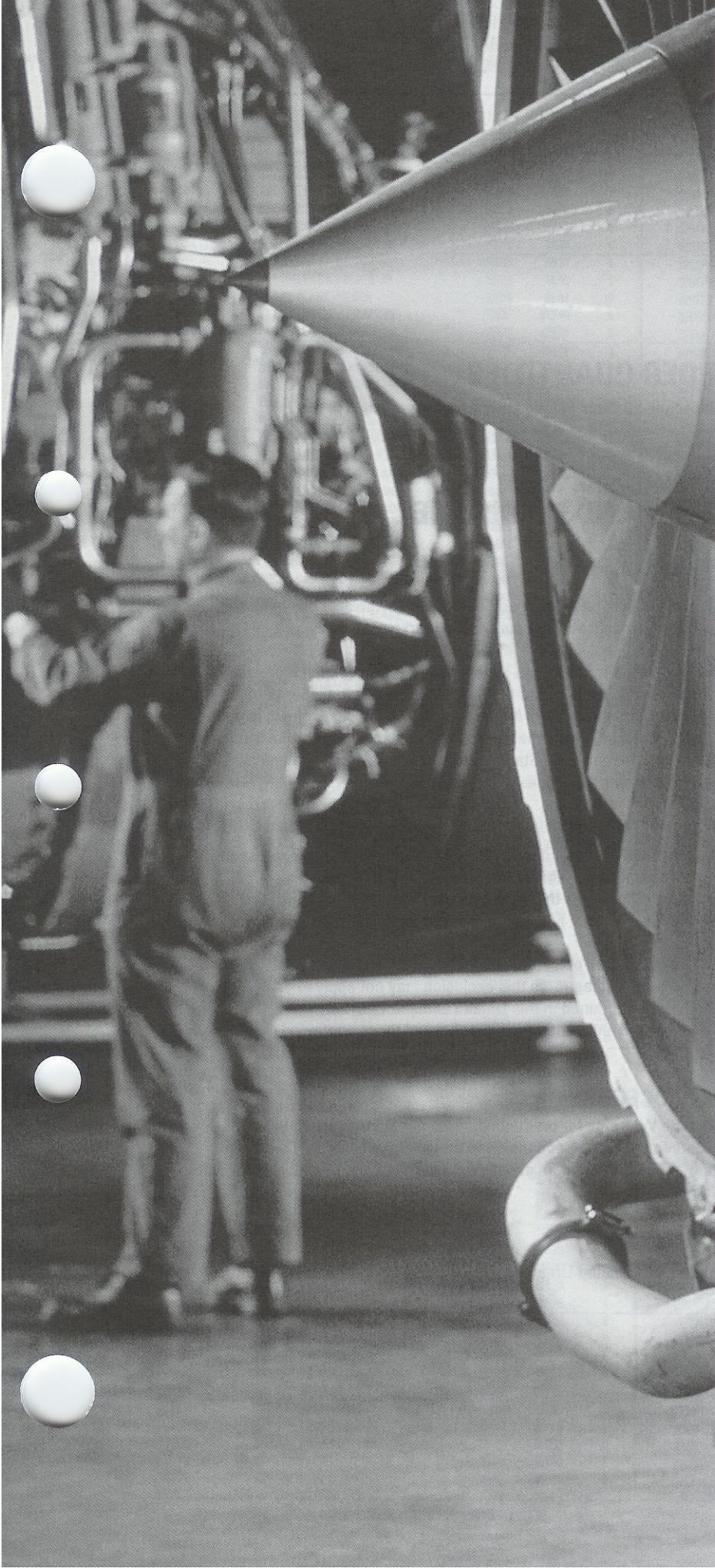
Effective January 1, 2005

Grainger Industrial Supply
Exhibit A-5

Supersedes All Previous Price Sheets
Prices Are Subject To Change Without Notice.

Contacts are brand-specific and do not apply to
product cross-referenced within this book from
another brand.

Each price publication stands alone, and pricing
cannot be used in conjunction with any other
promotion.



STANLEY

PROTO[®]

2005 SUGGESTED LIST PRICE SHEET

PRICE LIST: PR-0105

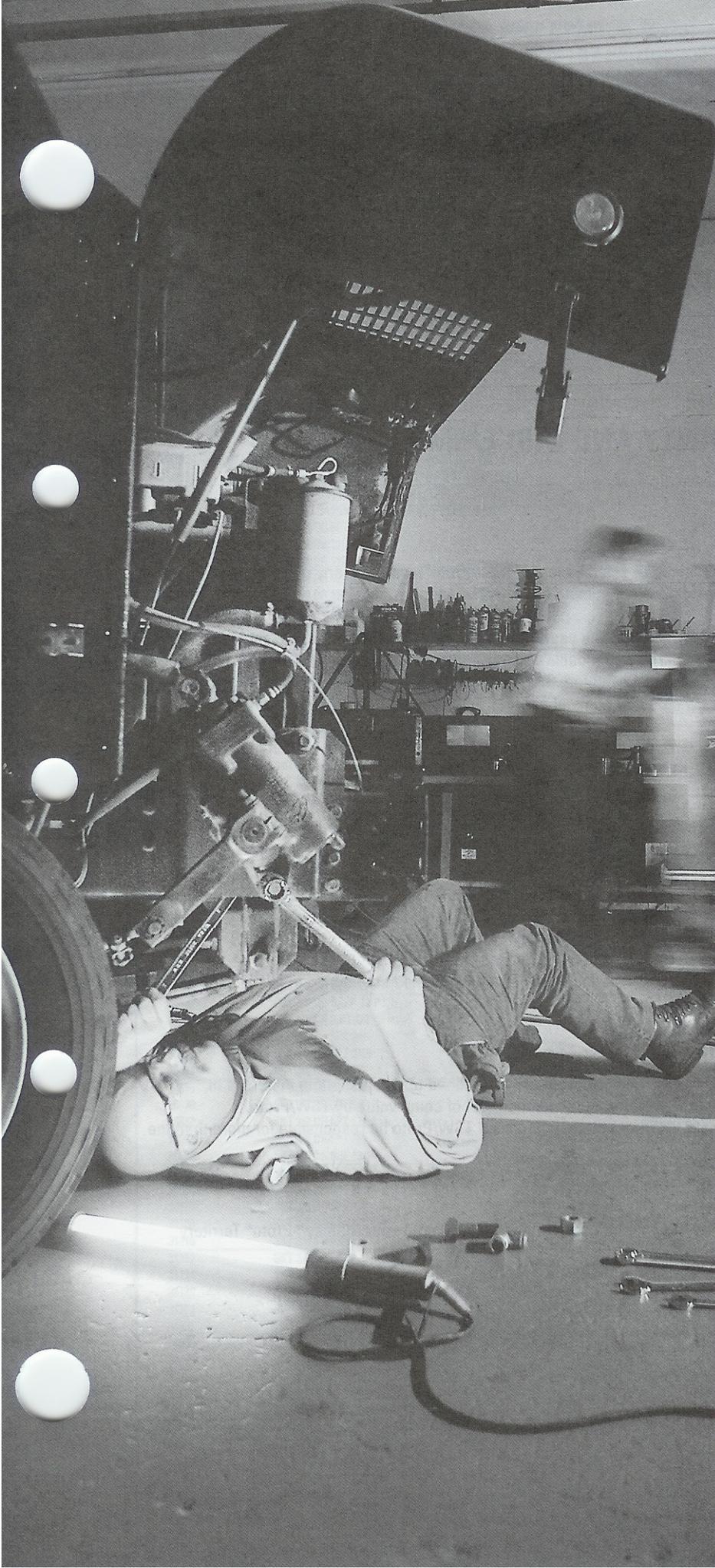
Effective January 1, 2005

Grainger Industrial Supply
Exhibit A-6

Supersedes All Previous Price Sheets
Prices Are Subject To Change Without Notice.

Contracts are brand-specific and do not apply
to product cross-referenced within this book
from another brand.

Each price publication stands alone, and pricing
cannot be used in conjunction with any other
promotion.



Blackhawk
BY PROTO

2005 SUGGESTED LIST PRICE SHEET

PRICE LIST: BP-0105

Effective January 1, 2005

Grainger Industrial Supply
Exhibit A-7

Supersedes All Previous Price Sheets
Prices Are Subject To Change Without Notice.

Contacts are brand-specific and do not apply to
product cross-referenced within this book from
another brand.

Each price publication stands alone, and pricing
cannot be used in conjunction with any other
promotion.

Call For Technical Service Number: 1-800-852-7011
Customer Service Number: 1-770-305-3100



Exhibit B

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

August 29, 2005

Ms. Gail Burchett
State of Nevada
Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, Nevada 89701

Re: Letter of Clarification
Bid Number: 7066
A Multi-state Contract for Industrial Supplies & Equipment

Dear Ms. Burchett:

W.W. Grainger, Inc. ("Grainger") is extremely pleased to be responding to the State's request for bid for its multi-state contract for industrial supplies and equipment. Grainger has enjoyed supporting Nevada and the Western State's Contracting Alliance under the previous award, WSCA Contract number 6416.

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 WSCA's agreement to the following conditions as described below, unless they are otherwise negotiated between the parties.

Section 3 "Scope of Work"

- **Page 6; Subsection 3.2.** Please add the following to the end of the fourth sentence:
"provided that the shipping and billing terms requested do not conflict with the terms of this contract."
- **Page 7; Subsection 3.6.** Grainger is a publicly traded company and has some financial reporting requirements, which cause us to request a change to the FOB terms.

Please replace all references to "FOB Destination" contained in this bid with "FOB Origin, standard ground freight paid by Grainger".

As the term FOB incorporates 3 factors, freight charges, risk of loss and title transfer, Grainger has some clarifications to this Subsection, please add the following to this Subsection 3.6:

"Freight and shipping fees will be prepaid for shipments to a Purchasing Entity Buyer's place of business anywhere in the contiguous United States and Alaska, using a carrier of Vendor's choice. Any extra charges incurred for additional services, such as customer's carrier, air freight or special handling by the carrier, must be paid by the Purchasing Entity Buyer. Items back ordered from an order qualifying for prepaid shipping charges will be shipped prepaid. Title and risk of loss pass to Purchasing Entity Buyer upon delivery of the products to the common carrier. However, if product is damaged or lost in transit, Purchasing Entity Buyer will notify Vendor, who will replace the product. Purchasing Entity Buyer will return any damaged product to Vendor. Vendor will manage all damage and loss claims for Purchasing Entity Buyer, and Purchasing Entity Buyer agrees to provide Vendor with the assistance and information required to file and pursue a claim against the carrier."

Effectually, Grainger's responsibilities and the freight costs for Purchasing Entity Buyers will remain the same as would apply with FOB Destination, but Grainger would appreciate being accommodated on this clarification for financial accounting purposes.

- **Page 7; Subsection 3.7.** Grainger is proud of its excellent delivery record under the present WSCA Contract. Through Grainger's extensive branch and distribution center network, Grainger is able to guarantee that orders received by 5:00 p.m. will be shipped the same day. Due to Grainger's nationwide presence of over 413 locations, Grainger is able to provide delivery for in stock product to many Purchasing Entity Buyers in 24 hours. Out of stock items will usually be usually delivered in 3-10 days. In those instances where this is not possible, the customer is notified at time of order. Typically, Grainger's delivery schedule does not vary by location. Some locations are more remote which makes it difficult to guarantee a minimum delivery time for all customers in all cases. However, Grainger will guarantee that all orders received by 5:00 p.m. for product in Grainger's standard General catalog will be shipped the same day that the order is received. However, Grainger uses common carriers to make delivery and therefore it is difficult to always predict delivery times in all cases. For such a broad selection of product, we feel this is a significant value for our customers.
- **Page 7; Subsection 3.8.** Under this offer, the following will apply to reports provided under the contract:
"All reports and the information contained in the reports are considered confidential and may be used by WSCA or Purchasing Entity Buyer for purposes of this WSCA Contract Number 7066 and may only be shared with third parties including without limitation, consultants upon execution of a confidentiality agreement, mutually negotiated and approved by the parties, for the sole purpose of facilitating work under this contract."
- **Page 9; Subsection 3.15.** It is Grainger's understanding that the use of the word "prices" in this Subsection 3.15 is limited to the prices of Market Basket items only. Grainger's prices for non-market basket items are subject to change and in all cases are those in effect at time of purchase.
Please revise the first sentence as follows:
"...provided any requested price increases do not exceed the increase in the Consumer Price Index for the previous 6 month period or as otherwise approved by WSCA".

Please add the following to the end of the last sentence of this clause;

"with the exception of those items which are subject to economically volatile market conditions. Grainger reserves the right to request price increases for these products."

Please also note that Grainger is unable to include product number 4.85 R22, refrigerant, in the market basket as Grainger only offers regional pricing for this product due to the fact that it is subject to extremely volatile market conditions.

- **Page 9; Subsection 3.17.** Please revise this Subsection as follows:
"Contract prices represents ceiling prices for the supplies and services priced in the award(s). The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders. Vendors that engage in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing, etc., with a Purchasing Entity at the request of the Purchasing Entity or through Purchasing Entity's formal bidding process are exempt from the reporting and price reduction requirements."
- **Page 9; Subsection 3.18.** Grainger understands the intent of this Subsection and recognizes that States and political subdivisions must comply with their procurement laws. Grainger presently has agreements in place with 22 States. These terms were negotiated at the time the State adopted the prior WSCA 6416 Contract. We anticipate that the States not represented in this bid will want to utilize the pre-existing negotiated State terms and conditions to the extent that these terms have not changed. In event that

these States wish to renegotiate their State terms and conditions, Grainger will do so, upon request, with each individual State at the time the agreement is adopted.

Section 7 “Terms, Conditions and Exceptions”

- **Page 15; Subsection 7.19.** Grainger is offering some additional options beyond its Grainger catalog product under this offer. These options are Grainger Parts and Grainger Product Sourcing. Please see the additional terms and conditions attached to the end of this letter, which will apply to these purchases made from Grainger Parts and Product Sourcing.

Section 8 “Terms and Conditions for Purchase of Goods”

- **Page 15; Subsection 8.2; “Incorporated Documents”.** It is Grainger’s understanding that the reference to Purchase Orders in this Subsection only includes the front of the purchase order, not the standard pre-printed terms and conditions often found on the back. All terms and conditions contained within a purchase order are superseded by the terms and conditions of this WSCA Contract 7066. Any conflict between terms and conditions of a purchase order and WSCA Contract 7066 will be resolved by giving first order of precedence to WSCA Contract 7066.
- **Page 17; Subsection 8.7; “Representations and Warranties”.** The following is the express warranty under this offer. Please delete Subsections “d” through “i” and replace these Subsections with Grainger’s standard warranty language as stated below:

GRAINGER LIMITED WARRANTY

LIMITED WARRANTY. ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS FOR RESALE OR FOR USE IN BUSINESS OR ORIGINAL EQUIPMENT MANUFACTURE, AGAINST DEFECTS IN WORKMANSHIP OR MATERIALS UNDER NORMAL USE FOR ONE YEAR AFTER DATE OF PURCHASE FROM GRAINGER, UNLESS OTHERWISE STATED. ANY PART WHICH IS DETERMINED BY GRAINGER TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP AND RETURNED TO A GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS GRAINGER DESIGNATES, SHIPPING COSTS PREPAID, WILL BE, AS THE EXCLUSIVE REMEDY, REPAIRED OR REPLACED AT GRAINGER’S OPTION.

WARRANTY DISCLAIMER. NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECT CLAIMS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION OR MISAPPLICATION, AND ANY DESCRIPTION DOES NOT EXPRESS OR IMPLY A WARRANTY THAT THE PRODUCTS ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXPRESSLY DISCLAIMED. GRAINGER’S LIABILITY IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID.

Prompt Disposition.

Grainger will make a good faith effort for prompt correction or other adjustment with respect to any product, which proves to be defective within warranty period. Before returning any product, write or call the Grainger branch from which the product was purchased, giving date and number of original invoice, and describing defect.

Product Suitability.

Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While Grainger attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, please review the product application, and national and local codes and regulations, to be sure that the product, installation, and use will comply with them.

No Warranties to Consumers.

Grainger makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.

Electronic and Photographic Cleaning Fluids Customers.

It is a violation of federal law to sell, distribute, or offer to sell or distribute any chlorofluorocarbon or aerosol hydrochlorofluorocarbon containing cleaning fluid for electronic and photographic equipment to anyone who is not a commercial user of this product. The penalty for violating this prohibition can be up to \$25,000 per sale. Individuals purchasing such products must present proof of their commercial status in accordance with 40 CFR 82.68(a) or (c).

A "Commercial User," as defined in the regulation, means a person that uses the product in the purchaser's business, or sells it to another person and has one of the following identification numbers: Federal employer identification number; State sales tax exemption number; Local business license number; Government contract number.

Refrigerant Customers.

Effective November 14, 1994, in accordance with the Federal Clean Air Act, sale of Class 1 (CFC) and Class 2 (HCFC) refrigerant will be restricted to resale purchases and/or to certified professional service technicians. To purchase regulated refrigerant products, all customers must present a certification card or sign a statement of resale to complete the purchase.

OSHA Hazardous Substance & California Proposition 65 Product Information.

Material Safety Data Sheets (MSDS) for OSHA defined hazardous substances and a list of products known by the state of California to cause cancer or reproductive harm are available at your local Grainger branch, or by contacting Grainger, Dept. B2.C8, 100 Grainger Parkway, Lake Forest, IL 60045-5201 U.S.A. The information and recommendations contained on the MSDS supplied by the manufacturer are considered to be accurate and reliable. Grainger, however, makes no warranty with respect to the accuracy of the information or the suitability of the recommendations. Grainger disclaims any and all liability to any user.

- **Page 19; Subsection 8.8; "Delivery, Inspection, Acceptance, Title, Risk of Loss"**. Please revise the first sentence as follows:
"Vendor agrees to deliver the goods as indicated in the Contract, and ~~upon acceptance by the State~~, title to the goods shall pass to the State at point of origin."
- **Page 19; Subsection 8.11; "Breach; Remedies"**. Please note that consistent with applicable law, "breach" means material breach.

Attachment B: WSCA Special Terms and Conditions

- **Page 25; "Hold Harmless"**. Please add the following underlined language "... arising from the negligent acts or omissions of performance required under the contract of the contractor, his employees or subcontractors."
- **Page 25; "Delivery"**. Please refer to the exception requested for Subsection 3.6 on the first page of this letter.
- **Page 25; "Warranty"**. Please delete this Section and see Subsection 8.7 on page 3 of this letter.
- **Page 27; "Records Administration"**. Please replace "costs" with "prices charged to Participating Entity Buyers".

Attachment D: Participating States' Terms and Conditions

Please note these States found in this Attachment D, Alaska, Colorado, Montana, Utah, and Washington all have negotiated contracts presently in effect. Grainger anticipates that these States will utilize the State's standard terms and conditions as already negotiated under the present WSCA contract. Therefore, under this offer the terms and conditions of these pre-existing agreements will be the terms and conditions to which will apply to any subsequent Agreements in the States of Alaska, Colorado, Montana, Utah, and Washington. In event that these States wish to renegotiate their State terms and conditions, Grainger will do so, upon request, with each individual State at the time the agreement is adopted.

If these clarifications are not acceptable or if they cause Grainger to be deemed non-responsive, please contact me at 916-503-0229 so that we may discuss alternatives to our concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug DAlessio". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Doug DAlessio
Government Sales Manager

Grainger Parts (“Grainger Parts”)Terms and Conditions

1. **Shipping Charges.** Freight is prepaid and add, collect from the Grainger Parts warehouse. A minimum handling charge is added to all shipments. A handling charge is not added to shipments of backordered items. Any extra charges incurred for additional services, such as shipment from point specified by Buyer, or Buyer’s carrier, or special handling at the destination, must be paid by Buyer. At Grainger Parts’ option, the freight policy for export orders may be subject to special terms and conditions. If any product is backordered on an order qualifying for freight prepayment, that product will be shipped prepaid. Title and risk of loss pass to customer on delivery to the common carrier. If product was damaged in transit, customer must file claim with carrier.

2. **Grainger Parts Limited Warranty**

LIMITED WARRANTY. ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER PARTS, A DIVISION OF W.W. GRAINGER, INC., ONLY TO CUSTOMERS FOR RESALE OR USE IN BUSINESS OR ORIGINAL EQUIPMENT MANUFACTURE, AGAINST DEFECTS IN WORKMANSHIP OR MATERIALS UNDER NORMAL USE FOR ONE (1) YEAR AFTER DATE OF PURCHASE FROM GRAINGER PARTS, UNLESS OTHERWISE STATED. ANY PRODUCT WHICH IS DETERMINED BY GRAINGER PARTS TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP AND RETURNED TO GRAINGER PARTS OR AUTHORIZED SERVICE LOCATION, AS GRAINGER PARTS DESIGNATES, SHIPPING COSTS PREPAID, WILL BE, AS THE EXCLUSIVE REMEDY, REPAIRED OR REPLACED, AT GRAINGER PARTS’ OPTION.

WARRANTY DISCLAIMER. NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE IS MADE OR AUTHORIZED BY GRAINGER PARTS. GRAINGER PARTS DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECT CLAIMS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION OR MISAPPLICATION. GRAINGER PARTS HAS MADE A GOOD FAITH EFFORT TO ILLUSTRATE AND DESCRIBE THE PRODUCTS AND ANY DESCRIPTION DOES NOT EXPRESS OR IMPLY A WARRANTY THAT THE PRODUCTS ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.

3, **Returns** - Grainger Parts will accept returns of new, damaged or defective product for a period of one year from the date of purchase. Grainger Parts will issue a credit for acceptable returns in the same form as payment of the original transaction.

Grainger Parts requires proof of purchase (packing slip or invoice) to process returns. Credits will not be issued without proof of purchase.

Grainger Parts will process returns of product purchased from Grainger Parts. Any items purchased from other Grainger businesses (e.g., Grainger Industrial Supply, FindMRO) must be returned to that business.

Grainger Parts will credit freight and handling charges on returns only in the case of Grainger Parts’ error or damaged/defective product. Grainger Parts may issue a call tag due to Grainger Parts’ error and/or for damaged or defective product.

All eligible product returns may be subject to a restocking charge (i.e., the customer will be credited for less than full purchase price) of up to 35% of the sale price, at the discretion of the Call Center Manager.

“Special-Order” product cannot be returned. Order confirmations, packing slips, invoices, etc., containing special-order items will clearly designate them as non-returnable. Special-order Product includes product that is:

- Drop-shipped from a vendor
- Not carried in Grainger Parts’ inventory (i.e., non-stock product)
- Custom-built or proprietary in nature
- Contains hazardous materials (HAZMAT).
- Subject to an expiration date (e.g. sensors, batteries, etc.)

4. **Qualified Product Lines, Manufacturers, and Specific Products**

All product lines, manufacturers, and products offered by Grainger Parts are included in this Agreement.

5. **Volume Target**

For the above described price discounts, Buyer will make its best efforts to achieve **\$100,000** in incremental purchases from Grainger Parts during the initial twelve (12) months of this Agreement. During subsequent terms, Grainger Parts and Buyer will jointly make best efforts to achieve a minimum 25% increase over total purchases made during each prior term. To reach this goal, Buyer will purchase parts from any and all product lines and/or manufacturers.

6. **Promotion of Agreement**

To support and promote this Agreement, Grainger Parts agrees to create a Buyer's National Account Parts Purchasing Agreement pamphlet. Any and all additional promotion and support of this Agreement by Grainger Parts is at the discretion of Grainger Parts.

To support and promote this Agreement, Buyer agrees to facilitate distribution of any mass communication pieces developed by Grainger Parts by providing access to internal mail distribution channels, or a current membership mailing list, upon request. Any and all additional promotion and support of this Agreement by Buyer is at the discretion of Buyer.

Grainger Product Sourcing Terms and Conditions for Sourced Product

Sourcing Services

Seller will source products not available through the Grainger General Catalog. Seller does not source the following products: weapons, ammunition, explosives, aircraft products (including ground support equipment), products containing asbestos, nuclear-related products, products directly involved in production of final product (end unit), products with restricted distribution, or any product judged to be too great a liability risk by W.W. Grainger, Inc.

Pricing

The pricing model for sourced products is based on current market conditions and is competitive for spot buy situations on a per order basis. Static negotiated pricing may be available for customer volume sourcing commitments based on established ordering patterns and supplier price support conditions.

Freight

Freight is FOB shipping point, prepaid and billed to Customer to locations within the continental United States. Shipments to locations outside the continental United States is the responsibility of Customer. Any extra charges for additional services, such as hazardous materials, Customer's carrier, premium freight, or special handling at the destination are paid by Customer.

Warranty

SELLER'S STANDARD WARRANTY DOES NOT APPLY TO SOURCED ITEMS. SELLER, TO THE FULLEST EXTENT PERMITTED, PASSES THROUGH TO CUSTOMER ANY AND ALL MANUFACTURER AND SUPPLIER PRODUCT WARRANTIES.

Warranty Disclaimer

SELLER'S WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY APPLY TO SOURCED PRODUCTS.

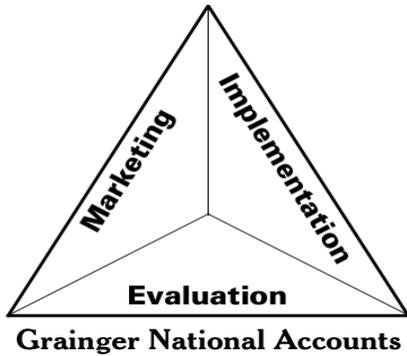
Returns

Special manufactured and custom engineered product is non-returnable.

A RGA (Returned Goods Authorization) must be issued by Seller prior to returning sourced products; the RGA is good for 30 days after issuance. Returns will be sent directly to the sourced supplier, and not to a Grainger location, unless otherwise instructed in the RGA. Returned sourced products may incur a restocking fee of 35% of product sell price, freight prepaid and added, unless shipment was the result of Seller or manufacturer error.

Stocking Sourced Product

In the event that Seller agrees to stock an agreed upon quantity of sourced products for Customer, upon cancellation or termination of the National Account Agreement or this sourcing arrangement, Customer agrees to purchase all remaining stocked sourced product. Seller will invoice Customer for such product within (30) days of termination of the National Account Agreement or this sourcing arrangement.



CUSTOMER FOCUSED QUALITY REPORT CARD

Customer ABC
VP5, VP6, VP7
JANUARY - JUNE 2005

<i>DELIVERY METHOD</i>	# Orders	Sales Lines	Sales \$ Amount	Average \$ / Order	Average Lines / Order	Lines Filled *
Counter / Will Call:	28,490	61,901	4,090,560	144	2.2	58,986
Ship:	46,293	136,549	20,505,157	443	2.9	134,574
Total Orders:	74,783	198,450	24,595,717	329	2.7	193,560

Delivery Service Rating (%)*
95.3
296.1
97.6

<i>ORDER COMPLETENESS</i>	
Total # of Shipments:	77,436
# of Split Orders:	4,963
Orders Shipped Complete:	69,820

Ship Complete Rating (%): 93.4

<i>CREDIT MEMOS</i>	Lines	\$ Amount
Defective Product:	259	44,577
Damaged Product:	71	19,501
Processing Error:	0	0
Invoicing Error:	1,127	273,980
Customer Option:	3,571	569,832
Incomplete Information:	0	0
Total Returns:	5,028	907,890

Accuracy Rating (%): 97.5

*Lines Filled same day as order is placed. The Service Rating is based on same day service.

Contract**Solicitation #EPS060050**

Page loaded on 11/02/2007 at 08:35:25 AM.

Document Information

Type:	Supplier	Amendment:	Yes	Amend. #:	3
Requisition #:	ADSM-6JNPKB	Solicitation #:	EPS060050	Contract #:	EPS060050-1-A3
Created By:	Notes Administrator/az.gov	Date Created:	10/31/2007		
PO Assigned:	LeAnn Wong/ADSM-5KAM9N	Date Completed:	11/01/2007		
PM Assigned:	Doug Milford/ADSM-5KAM9N	PA Assigned:	James Scarboro/ADSM-5KAM9N		
Supplier Name:	<u>GRAINGER</u>	Proposal #:	<u>ADSM-6JNTKW</u>		
Gov't Entity:	Arizona State Procurement Office	Type:	Statewide		
Process Status:	Complete	Status:	Complete		
Total/Not to	0.00	External Contract:			
Exceed Cost:					

Contract Information

Start Date:	12/01/2007	End Date:	11/30/2008
Term:	1 Year(s)	FOB:	
Payment Terms:	Net 30	Delivery:	0 A.R.O. Days
Contract Extension Allowed		Max Extension:	4 Year(s)

Amendment Information

Amendment#3

In accordance with MPA WSCA Contract #7066, this contract is extended for another year to November 30, 2008. The extension notice from Nevada State Purchasing to Grainger has been added to the attachments as "WSCA Grainger Contract Extension_1.pdf" file.

All other terms and conditions shall remain the same.

Amendment# 2

According to Uniform Term and Conditions clause 1.3 contract amendment this contract is extended for another year or until November 30, 2007.

All other terms and conditions shall remain the same.

Contract Reassignment

N/A

Contractor Amendment Approval

N/A

Solicitation Information

Title:	Industrial Supplies & Equipment	Type:	RFP
Description:	Industrial Supplies & Equipment, WSCA Contract # 14600. Created only to post contract.		

Clauses**Sections - Clauses**Special InstructionsSpecial Terms and ConditionsUniform InstructionsUniform Terms and Conditions**Other Data*** Offer & Acceptance* Price Sheet

Attachments[EPS060050-1-A2_CON.pdf](#)[EPS060050-1-A3_CON.pdf](#)[EPS060050.pdf](#)[Price Agreement EPS060050.pdf](#)[WSCA GRAINGER CONTRACT EXTENSION 1.pdf](#)[WSCA ITB 7066 GRAINGER CONTRACT FINAL.pdf](#)[WSCA Participating Addendum.pdf](#)**All Contracts**

Contract #	Supplier	Title	Status	Start Date	End Date	A	A#
EPS060050-0	Main	Industrial Supplies & Equipment	Complete	12/01/2005	11/30/2006	No	0
EPS060050-1	Tamara's Test	Industrial Supplies & Equipment	Complete (Cancelled)	12/01/2005	11/30/2006	No	0
EPS060050-1-A1	GRAINGER	Industrial Supplies & Equipment	Complete	12/01/2005	11/30/2006	Yes	1
EPS060050-1-A2	GRAINGER	Industrial Supplies & Equipment	Complete	12/01/2006	11/30/2007	Yes	2
EPS060050-1-A3	GRAINGER	Industrial Supplies & Equipment	Complete	12/01/2007	11/30/2008	Yes	3

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Letter of Award

State Procurement Office

Capital Center Suite 103

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Phoenix, AZ 85007-3223

CONTRACT NO.: AD020184-001

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VENDOR: Grainger

OF
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April 30, 2002

Grainger
100 Grainger Parkway
Lake Forest, IL 60045-

Dear Keith Reinhard:

Your response to the above referenced bid has been reviewed and accepted. A copy of your contract is enclosed.

You are cautioned not to commence any billable work or to provide any material or service under this contract until you receive a purchase order or contract release document. If you have any questions please contact Matt Marino at (602) 542-9125.

We look forward to a mutually beneficial contract.

Sincerely,

Matt Marino
Senior Contract Officer



Contract Summary

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CONTRACT NUMBER: AD020184 - 001

CONTRACT TITLE: Industrial Supplies & Equipment

CONTRACT TYPE: Statewide Contract

CONTRACT PERIOD: May 01, 2002

THRU: November 30, 2003

CONTRACTOR: Grainger

CONTACT NAME : Keith Reinhard

ADDRESS: 100 Grainger Parkway

Lake Forest, IL 60045

TELEPHONE: 303 915-3715

FAX NUMBER: 801 340-3095

CONTRACTING AUTHORITY: State Procurement Office

CONTACT NAME: Matt Marino

TELEPHONE: 602 542-9125

F.O.B. TERMS: FOB Delivered

DELIVERY:

PAYMENT TERMS:



Uniform Terms and Conditions

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I. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. "Contractor" means any person who has a Contract with the State.
- E. "Days" means calendar days unless otherwise specified.
- F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. "Offer" means bid, proposal or quotation.
- I. "Offeror" means a vendor who responds to any type of Solicitation.
- J. "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. "Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- N. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

II. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.



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- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

III. Contract administration and operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this Contract. The State shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

IV. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.
- C. Applicable Taxes.
 - 1. Payment of Taxes by the State. The State shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws



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and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

- 4. IRS W9 Form. In order to receive payment under any resulting Contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.
- 5. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

V. Contract changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

VI. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “*force majeure*” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 2. Force Majeure shall not include the following occurrences:
 - a) Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market;
 - b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.



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3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

VII. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
 1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials are used;
 3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- E. Year 2000.
 1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.



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G. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

H. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

VIII. State's Contractual Remedies

A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.

B. Stop Work Order.

1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

IX. Contract Termination

A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.



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- C. **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- D. **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. **Termination for Default.**
1. In addition to the rights reserved in the Uniform Terms and Conditions, the State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- F. **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- X. **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- XI. **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: Jerry Brink, State Procurement Administrator, State Procurement Office, 15 South 15th Avenue, Suite 103, Phoenix, Arizona, 85007.



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Eligible Agencies (Statewide):

Any contract resulting from this solicitation shall be for the elective use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2642.

Contract Type (Term):

Firm fixed price term, indefinite quantity.

Term of Contract

The term of the resultant contract shall commence upon award or as specified in the award documents and shall remain in effect through 11.30.03 unless terminated, canceled, or extended as otherwise provided herein.

Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of 24 months.

Non-Mandatory Contract

The resulting contract price agreement and addendum is for the sole convenience of the State of Arizona to be used as needed when needed. The state reserves the right to obtain like goods or services from alternate sources as deemed in the state's best interest.

Estimated Quantities (General)

The State anticipates considerable activity under this contract. However, as this is an as needed when needed type contract, no commitment of any kind is made concerning quantities actually purchased.

Ordering Process

Upon award of a contract by the State Procurement Office, any designated agency may procure the specific material and/or service awarded by the issuance of a contract release order/purchase order to the appropriate contractor. Each contract release order/purchase order must cite the following State of Arizona price agreement number (AD020184/WSCA-6416). A contract release order/purchase order for the awarded material and/or service that cites State of Arizona price agreement number AD020184/WSCA-6416 is the only document required for the agency to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Credit/Purchasing Card Ordering

Any authorized agency may procure the specific material and/or service awarded by utilizing the card as a method of ordering/payment with the awarded contractor. The awarded contractor shall be responsible for ensuring compliance to all contract requirements (including contract pricing) for all credit/purchase card transactions made against any resultant contract(s).

Pricing

Prices stated shall be F.O.B. Destination to all locations throughout the State. All pricing shall be firm fixed for the term specified and shall include all freight, insurance, warranty costs, and all other incidental costs.

Taxes

Prices offered shall not include applicable state and local taxes. The state will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

Delivery

Prices for all items associated with this contract are to be FOB Destination anywhere within the State of Arizona. Delivery timeframes shall be as follows; In-Stock items; 24 to 48 hours. Non-Stock items; 3 to 10 days after receipt of the contract release order/purchase order.



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Shipping F.O.B. Statewide

Prices shall be F.O.B. Destination to any delivery location in the State of Arizona, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered, received and contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

Packing Slip

Each shipment shall include a packing slip showing the contract number and the quantity shipped. Packing Slip shall also show the invoice number and the contract release order/ purchase order number.

Defective Products

All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repackaging, the vendor shall pay reshipping or other like expenses. All replacement products must be received by the state within seven (7) days of initial notification.

Billing

All billing notices shall include delivery time, and contractual payment terms and quantity. Items are to be identified by the name, model number, contract number, line item/catalog number, and serial number if applicable. Any contract release order/purchase order issued by the requesting agency shall also identify the quantities ordered, name, model number, contract number, line item/catalog number, and serial number if applicable. .

Payment

The contractor shall submit to the issuing/ordering agency, after delivery of the products listed by the issuing agency's contract release order/purchase order, an invoice in conformance with the pricing schedule of this contract. The issuing agency shall process the invoice for prompt payment in accordance with the standard operating procedures of the state.

Insurance

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:

1. Commercial General Liability, with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG25031185, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

- Bodily Injury;
- Broad Form Property Damage (including completed operations);
- Personal Injury;
- Blanket Contractual Liability;
- Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;
- Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;



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Employer's Liability (Coverage B): \$500,000.00 each accident;
\$500,000.00 each employee/disease;
\$1,000,000.00 policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.

4. Professional Liability Insurance with minimum limits of \$1,000,000.00 Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work or Specifications of this contract and, at the discretion of the State of Arizona, shall include one of the following types of Professional Liability policies:

- Directors and Officers;
- Errors and Omissions;
- Medical Malpractice;
- Druggists Professional;
- Architects/Engineers Professional;
- Lawyers Professional;
- Teachers Professional;
- Accountants Professional;
- Social Workers Professional.

The State of Arizona shall be named as an Additional Insured as its interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

B. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

C. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

Cancellation

The state reserves the right to cancel the whole or any part of this contract due to failure of the contractor to carry out any obligation, term, or condition of the contract. The state will issue a written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides personnel that do not meet the requirements of the contract.

The contractor fails to perform adequately the services required in the contract.

The contractor attempts to impose on the state, personnel which are of an unacceptable quality.

The contractor fails to furnish the required product within the time stipulated in the contract.



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The contractor fails to make progress in the performance of the requirements of the contract and/or gives the state a positive indication that the contractor will not or cannot perform to the requirements of the contract.

If the contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the state may cancel the contract. If the state cancels the contract pursuant to this clause, the state reserves all rights or claims to damage for breach of contract.

Contract Default

A. The state, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
2. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situations within a period of ten (10) days after receipt of notice.

B. In the event the state terminates this contract in whole or part, the state may procure supplies or services similar to those terminated, and the contractor shall be liable to the state for any excess costs for such similar supplies or services.

Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards, American National Standards Institute and American Society for Testing and Materials (ASTM).

Contraband

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

DEFINITION - A.R.S. § 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND - A.R.S. § 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:
 - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - B. By knowingly conveying contraband to any person confined in a correctional facility; or
 - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.



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2. Promoting prison contraband is a Class 5 felony.

Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "NOTICES"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

A. If intended for the state, To:

State Procurement Administrator
State Procurement Office
Arizona Department of Administration
15 S 15th Avenue Ste #103
Phoenix, AZ 85007-2687

B. If intended for the contractor, To:

***The contractor at the contractor's address and the ***
***Attention of the person named as contract as provided ***
***In the offer of this contract (SPO form 203) ***

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice. If intended for the State Purchasing Administrator and, if intended for the contractor, to the person named in the offer of this contract (SPO form 203), or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

State Contract Show Availability

As a statewide contractor, the contractor is eligible to participate in an exhibition of products and services for the state agency and eligible political subdivision personnel in a centralized event. The show has been in place since 1984 and regularly attracts over 200 booths and 600 state contract users.

Telephone Ordering Support

Contractor(s) shall accept collect telephone calls and/or provide and maintain a toll-free number for the state's procurement usage. The telephones number(s) are available on Attachment B included with this contract. Failure to maintain this service may be cause for cancellation of the contract.

Usage Reports (reporting/submission requirements):

The contractor shall be required to furnish contract usage report(s) during the entire term of the resultant contract(s). Usage reports shall delineate all acquisition activities governed by the contract. The information contained in these reports and the accurate and timely submission thereof are critical components used by the state to determine actual contract usage by individual state agencies and political subdivision contract customers.

All usage report required under this contract shall be due at the end of each six-month contract period. Failure by a contractor to submit accurate and timely usage reports against this contract may result in contract cancellation and possible determination(s) by the state as a non-responsible bidder concerning future solicitations.



Price Sheet

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Grainger Product Categories	% off Grainger Each Price
1. Motors and Power Transmission	
Electric motors	28 % off Grainger each Price
Belts and pulleys	28 % off Grainger each Price
Motor Accessories	28 % off Grainger each Price
2. Electrical	
Voice and data equipment	10 % off Grainger each Price
Electrical distribution	10 % off Grainger each Price
Electrical controls	10 % off Grainger each Price
Electrical supplies	10 % off Grainger each Price
3 Lighting	
Task lighting	10 % off Grainger each Price
Lamps	10-88 % off Grainger each Price * (additional pricing info/discounts listed below)
Ballasts	10-71 % off Grainger each Price * (additional pricing info/discounts listed below)
Fixtures	10 % off Grainger each Price
Accessories-Batteries, flashlights, lanterns, etc.	10 % off Grainger each Price
4 Tools, Test Instruments, Outdoor Equipment	
Power Tools	10 % off Grainger each Price
Power Tools accessories	10-30 % off Grainger each Price * (additional pricing info/discounts listed below)
Hand tools	10-34 % off Grainger each Price * (additional pricing info/discounts listed below)
Testing and measuring, meters	10 % off Grainger each Price
Shovels, chain saws, hoses and reels	10 % off Grainger each Price
Auto shop equipment	10 % off Grainger each Price
Generators and engines	10 % off Grainger each Price
5. Metalworking and shop supplies	
Machining equipment	10 % off Grainger each Price
Welding	10 % off Grainger each Price
Fastening	10 % off Grainger each Price
Adhesives and sealants	10 % off Grainger each Price
Lubricants and chemicals	10 % off Grainger each Price
Parts washers and accessories	10 % off Grainger each Price
6. Cleaning and painting equipment and supplies	
Floor and carpet care equipment and supplies	10-20 % off Grainger each Price * (additional pricing info/discounts listed below)
Paper and janitorial supplies	10-20 % off Grainger each Price * (additional pricing info/discounts listed below)
Paint and painting supplies	10 % off Grainger each Price
Cleaning chemicals	10 % off Grainger each Price
7. Material Handling	
ladders and climbing equipment	10 % off Grainger each Price
Shelving and storage	10 % off Grainger each Price
Casters	10 % off Grainger each Price
Carts and trucks	10 % off Grainger each Price
Hoists, winches, rigging equipment	10 % off Grainger each Price
Packaging and supplies	10 % off Grainger each Price
Drum and dock equipment	10 % off Grainger each Price
8. Safety and security	
Safety storage and fire protection	10 % off Grainger each Price
Personal protective equipment	10 % off Grainger each Price
Instrumentation and gas detection	10 % off Grainger each Price
Industrial safety-showers, first aid	10-20 % off Grainger each Price * (additional pricing info/discounts listed below)



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Identification Padlocks, alarms, metal detectors	10-20 % off Grainger each Price * (additional pricing info/discounts listed below) 10 % off Grainger each Price
9. Fluid Power	
Air compressors	10 % off Grainger each Price
Pneumatic tools	10 % off Grainger each Price
Air treatment-filters, regulators, lubricants	10 % off Grainger each Price
Valves and cylinders	10 % off Grainger each Price
Howe and fittings	10 % off Grainger each Price
hydraulics	10 % off Grainger each Price
10. Pumps and plumbing	
Centrifical pumps	10 % off Grainger each Price
Sump and sewage pumps	10 % off Grainger each Price
Water system pumps	10 % off Grainger each Price
Positive displacement pumps	10 % off Grainger each Price
Plumbing equipment and supplies	10 % off Grainger each Price
11. HVAC	
HVAC controls	10 % off Grainger each Price
Heating equipment	10 % off Grainger each Price
A/C and refrigeration	10 % off Grainger each Price
Air treatment, air cleaners, dust collectors	10 % off Grainger each Price
Air filtration	30-50 % off Grainger each Price * (additional pricing info/discounts listed below)
Fans	10 % off Grainger each Price
Power roof ventilators	10 % off Grainger each Price
blowers	10 % off Grainger each Price

Freight Prepaid (Standard UPS Ground)
 Primary 10% Grainger Catalog Each Price, including delta items.
 Discount
 After-Hour Free after-hour emergency calls
 Emergencie
 s

Lighting Primary Discount 10% Off Grainger Each Price
 **WSCA includes 39+ net discounts on GE Lighting Lamps (See GE Lighting Nets for description and net prices)

Lamps

GE Lighting 39 net priced "most frequently ordered" items from WSCA RFP Market Basket
 GE Lighting 33 net priced "excluded" items
 GE Lighting 82% Off Mfr List (9002-D January 31, 2001 GE Lighting Price List)
 GE Lighting All other excluded items 10% off Grainger each price

Ballasts

Advance 77% Off Mfr List - Electronic
 Ballast
 Advance 72% Off Mfr List - HID
 Ballast
 Advance 65% Off Mfr List - Sign
 Ballast

Industrial Primary Discount 10% Off Grainger Each Price

Supplies

*WSCA includes net discounts on 60 industrial supply items (See Industrial Supplies Nets tab for description and



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prices)

Hand Tools

Armstrong 58% Off Mfr List
Stanley Proto 58% Off Mfr List

Power Tools

DeWalt 35% Off Mfr List
accessories
Milwaukee 35% Off Mfr List
accessories

Electric Motors and Power Transmission

Dayton 28% Off Grainger Catalog Each Price
Motors
GE Motors 28% Off Grainger Catalog Each Price
Belts, Pulleys 28% Off Grainger Catalog Each Price
and PT

HVAC

Air Handler 30 - 50% Off Grainger 5 net priced
air filters Catalog Each Price items

Air Filter Type	# Items	% Off Catalog Each
3-Ply	16	32.0%
Carbon Pleats	11	37.0%
Cartridge	6	32.0%
Fiberglass Air Filters	37	50.0%
Hepa	6	50.0%
High Capacity Pleats	64	44.0%
Media Pads	27	44.0%
Media Rolls	26	32.0%
Pocket Air Filters	67	42.0%
Ridged Cell	6	32.0%
Slim Line Mini Pleats	1	50.0%
Standard Capacity Pleats	68	45.0%
Trim to Fit	1	42.0%
4" Economy Mini Pleat	1	44.0%

Total Items 337 on Program

Cleaning

Primary Discount 10%-20% Off Grainger Each Price



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Supplies

**WSCA includes 34 net priced items (see categories below and Cleaning Supplies Nets tab for prices)

Chemicals

Ball 6 net priced
Chemicals items

Liners

Pitt Plastic trash can liners 6 net priced
items

Hand Soap

GOJO 2 net priced
items

Equipment

3M (pads, sponges) 3 net priced
items
ABC0 (brooms, mops, handle) 3 net priced
items
Big D (bowl block) 1 net priced item
Boraxo (powder cleaner) 1 net priced item
Drackett (cleaner) 1 net priced item
Dymon (air freshner) 1 net priced item
Eagle Pitcher (diatanacious earth) 1 net priced item
GOJO (handsoap) 2 net priced
items
Kraft Sales (generic bleach) 1 net priced item
Lagasse Brothers (pads, bleach) 2 net priced
items
Oil Dry (concentrated
clay) 1 net priced item
Premier (laundry
detergent) 1 net priced item
Proctor & Gamble (laundry detergent
& powder chemical) 2 net priced
items
SECO (mop heads) 1 net priced item
TOLCO (plastic bottles, sprayer head) 2 net priced
items
Weiler (mops, handles, brushes,
sweeps) 6 net priced
items
White (dust
pan) 1 net priced item

GE Lighting

"high volume", RFP market basket nets

General Electric	10059	EA	2V235	GENERAL ELECTRIC	F8T5/CW	\$1.15
General Electric	44043	EA	2V452	GENERAL ELECTRIC	LU150/55	\$8.95
General Electric	44054	EA	2V453	GENERAL ELECTRIC	LU400	\$8.95
General Electric	17347	EA	2V476	GENERAL ELECTRIC	75A	\$0.23
General	12658	EA	2V512	GENERAL ELECTRIC	15A15	\$0.35



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Electric						
General Electric	44033	EA	2V513	GENERAL ELECTRIC	LU70	\$8.95
General Electric	44037	EA	2V519	GENERAL ELECTRIC	LU100	\$8.95
General Electric	44047	EA	2V520	GENERAL ELECTRIC	LU250	\$8.95
General Electric	18247	EA	2V563	GENERAL ELECTRIC	75A/RS	\$0.22
General Electric		EA	5V599	GENERAL ELECTRIC	75A	\$0.22
General Electric	11345	EA	2V657	GENERAL ELECTRIC	LU50/MED	\$8.95
General Electric	42729	EA	2V712	GENERAL ELECTRIC	MVR250/U	\$9.34
General Electric	44058	EA	2V754	GENERAL ELECTRIC	LU1000	\$25.26
General Electric	10032	EA	2V805	GENERAL ELECTRIC	F6T5/CW	\$1.15
General Electric	10213	EA	2V896	GENERAL ELECTRIC	F20T12/CW	\$1.04
General Electric	10357	EA	2V897	GENERAL ELECTRIC	F30T12/CW/ RS	\$1.31
General Electric	13821	EA	3V353	GENERAL ELECTRIC	F40WW/RS/ WM	\$0.83
General Electric	13822	EA	3V361	GENERAL ELECTRIC	F40LW/RS/ WM	\$0.81
General Electric	13803	EA	3V477	GENERAL ELECTRIC	F40CW/RS/ WM	\$0.69
General Electric	13729	EA	3V480	GENERAL ELECTRIC	F96T12/CW/ WM	\$1.66
General Electric	13794	EA	3V524	GENERAL ELECTRIC	F40C50	\$1.73
General Electric	12203	EA	3V528	GENERAL ELECTRIC	F40CW/U/6/ WM	\$3.11
General Electric	12207	EA	3V529	GENERAL ELECTRIC	F40WW/U/6/ WM	\$3.11
General Electric	16231	EA	4V095	GENERAL ELECTRIC	45PAR/H/FL 25	\$3.38
General Electric	13308	EA	4V115	GENERAL ELECTRIC	90PAR/H/FL 30	\$3.38
General Electric	17522	EA	4V427	GENERAL ELECTRIC	100A/RS	\$0.76
General Electric	13402	EA	4V450	GENERAL ELECTRIC	15T6	\$1.02
General Electric	34272	EA	4V479	GENERAL ELECTRIC	20T61/2/F	\$0.95
General Electric	47760	EA	4V550	GENERAL ELECTRIC	MVR175/U	\$9.47



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General Electric	12620	EA	4V562	GENERAL ELECTRIC	40A/34WM	\$0.26
General Electric	47761	EA	5V691	GENERAL ELECTRIC	MVR175/C/U	\$10.53
General Electric	17036	EA	6VR60	GENERAL ELECTRIC	F17T8/SP41	\$1.68
General Electric	15944	EA	6VR62	GENERAL ELECTRIC	F25T8/SP35	\$1.68
General Electric	15947	EA	6VR65	GENERAL ELECTRIC	F32T8/SP35	\$1.18
General Electric	15949	EA	6VR66	GENERAL ELECTRIC	F32T8/SP41	\$1.18
General Electric	22656	EA	6VR90	GENERAL ELECTRIC	F32T8/SPX35	\$1.53
General Electric	22657	EA	6VR91	GENERAL ELECTRIC	F32T8/SPX41	\$1.53
General Electric	16783	EA	2V327	GENERAL ELECTRIC	60A	\$0.23
General Electric	17933	EA	2V328	GENERAL ELECTRIC	100A	\$0.23
General Electric	23998	EA	2V358	GENERAL ELECTRIC	HR400DX33	\$6.74

**GE
Lighting**

"Exclusive" nets

<u>GE P. Code</u>	<u>EA</u>	<u>Grainger #</u>	<u>Description</u>	<u>Sell</u>
12623	EA	4V554	60A/52WM 130	\$0.27
12617	EA	4V555	75A/67WM 120	\$0.26
12624	EA	4V556	75A/67WM 130	\$0.27
12625	EA	4V558	100A/90WM 130	\$0.27
13481	EA	2F192	MVR150/U/WM	\$20.00
13490	EA	2F196	MVR150/C/U/WM	\$21.11
17634	EA	6V753	MVR175/SP30/U	\$15.00
10688	EA	1F346	MVR325/C/I/U/WM	\$16.67
19264	EA	5V551	LU70/SBY/XL	\$21.26
19265	EA	5V552	LU100/SBY/XL	\$21.26
19266	EA	4V531	LU150/55/SBY/XL	\$21.26
19270	EA	2V869	LU250/SBY/XL	\$21.26
19272	EA	4V629	LU400/SBY/XL	\$21.26
27185	EA	5XN51	LU1000/SBY/XL	\$60.00
12529	EA	2F948	F32T8/XL/SPX35	\$2.01
12530	EA	2F950	F32T8/XL/SPX41	\$2.01
25360	EA	4WW33	F32T8/XL/SP35	\$1.56
25363	EA	4WW34	F32T8/XL/SP41	\$1.56
25612	EA	3VK29	F32T8/SPX35/ECO	\$1.78
25613	EA	3VK30	F32T8/SPX41/ECO	\$1.78
26666	EA	4PL14	F32T8/SP30/ECO	\$1.25



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26667	EA	4PL15	F32T8/SP35/ECO	\$1.25
48278	EA	6XZ27	F32T8SP35ISWMECO	\$2.13
26668	EA	4PL16	F32T8/SP41/ECO	\$1.25
48279	EA	6YG55	F32T8SP41ISWMECO	\$2.13
27616	EA	4WW55	F32T8/XL/SP30ECO	\$1.64
27617	EA	4WW56	F32T8/XL/SP35ECO	\$1.64
27618	EA	4WW57	F32T8/XL/SP41ECO	\$1.64
14200	EA	3V521	F40SP30/RS/WM 30PK	\$1.67
13809	EA	3V523	F40SP41/RS/WM 30PK	\$1.41
23010	EA	3VK17	F40CW/RS/WM/ECO	\$0.77
27186	EA	4PL17	F96T12/CW/WM/ECO	\$1.75
13495	EA	2F198	MVR360/VBU/WM/HO	\$21.12
45065	EA	6XT80	F40WW/RS/WM/ECO	\$0.89

Industrial Supply Nets

WW G No	Vendor Name	Mfg Number	Description	ICAT	Sell
4YG90	FRIGIDAIRE	FAC065J7A	WINDOW ROOM A/C,SMALL		\$239.86
4YG99	FRIGIDAIRE	FAH126J2T	ROOM A/C,THRU THE WALL		\$459.67
6KC40	FRIEDRICH	KS12J10A	WINDOW ROOM A/C, MED.		\$479.54
6KL16	ELECTROLUX HOME	FAC085K7A	WINDOW ROOM A/C, SMALL		\$268.74
4YH11	FRIGIDAIRE	FAS255J2A	WINDOW ROOM A/C, LARGE		\$540.28
4F325	TITAN	660XC	AIRLESS PAINT SPRAYER		\$1,660.72
4T197	JUSTRITE	25452	45 GAL STORAGE CABINET		\$492.01
1W944	TENNSCO	1470	CABINET 36WX18DX72"H		\$125.74
4T027	EAGLE	CRA-47	45 GAL STORAGE CABINET		\$541.34
4T025	EAGLE	1960	60 GAL STORAGE CABINET		\$622.20
3W044	TENNSCO	2470	CABINET 36WX24DX78"H		\$187.01
5T422	EAGLE	PI-32	40 GAL STORAGE CABINET		\$424.66
3W373	EAGLE	1962	SAFETY CABINET 60 GAL.		\$557.73
4T028	EAGLE	PI-47	60 GAL STORAGE CABINET		\$522.91
5U736	EAGLE	1904	4 GAL SAFETY CABINET		\$225.74
7D39	EDSAL	2960	COMMERCIAL		\$111.65



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1			SHELVING		
5ZK1 8	TENNSCO	STS-121872-A SAND	SINGLE TIER LOCKER		\$104.26
5ZJ93	TENNSCO	DTS-151836-C SAND	DOUBLE TIER LOCKER		\$286.50
3Z74 8	RIDGID	K-1500B	DRAIN CLEANING MACHINE		\$1,900.13
1AT H5	RIDGID	K-750W/C-100	DRAIN CLEANER		\$1,371.88
5Z39 3	CM LODESTAR	R	2 TON CHAIN HOIST		\$1,910.86
5Z02 5	WELCH VACUUM TECH.	1402B-46	1/2HP REFRIG VAC PUMP	CORC U	\$1,744.37
1P893	FILL-RITE	FR112	ROTARY TRANSFER PUMP		\$85.18
4L996	INGERSOLL-RAND	2475N5	5HP AIR COMPRESSOR		\$1,399.63
4L974	INGERSOLL-RAND	2340L5	5HP AIR COMPRESSOR		\$969.01
5Z41 2	WILTON	3400	BAND SAW,6X10"		\$1,271.04
6Z34 6	MILWAUKEE	6232-6	PORTABLE BAND SAW KIT		\$280.98
2Z01 4	GENERAL	210	EARTH AUGER POWER HEAD		\$435.34
4A50 8	RIDGID	12-R	RATCHET W/HANDLE 12-R		\$456.88
3LJ36	MILWAUKEE	6537-22	SUPER SAWZALL		\$174.52
3MJ8 4	DEWALT	DW953K-2	12V 3/8"CORDLESS DRILL		\$139.30
4F695	DAREX	5800W	DRILL SHARPENER (M5)	CORC U	\$1,085.51
2Z96 4	MILWAUKEE	6096	7 & 9" SANDER/GRINDER		\$195.58
4WM 64	DEWALT	DW290K	1/2" IMPACT WRENCH KIT	CORC U	\$172.34
3P642	LITTLE GIANT	8-CIM	4/10 HP SUMP PUMP		\$128.37
7Z81 8	GILSON	59020A	CONCRETE MIXER	BUYE R	\$861.21
2P410	GRUNDFOS	UP26-96F, 115V	23 GPM CIRCULATOR PUMP		\$139.46
2Z96 5	MILWAUKEE	1676-6	1/2" DRILL		\$299.78
4LF6 9	DEWALT	DW222	3/8" DRILL 0-1200 RPM		\$95.75
5U71 0	MILWAUKEE	5335	DEMOLITION HAMMER		\$783.72
5N93 3	GENERAL ELECTRIC MOTOR	5KS365AS115D20	100 HP MOTOR 95.0 RFF	COSC U	\$2,326.19
3ZC0 3	LINCOLN	W93662	SERVICE JACK		\$2,208.98



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5ZF9 6	BIONAIRE	LC1460	HEPA AIR PURIFIER		\$97.63
4KK6 5	ARO	LP3001-1	GREASE PUMP PKG,5 GAL	CORC U	\$579.96
6Z16 9	CHAPIN	1739	SPRAYER 2 GAL		\$68.53
3W14 2	WERNER	6208	8' STEPLADDER		\$103.86
6B92 4	AIR HANDLER	13224242	FILTER, PLEAT 24X24X2		\$4.13
1W10 0	AIR HANDLER	11020252	AIR FILTER, 20X25X2		\$1.21
5W51 3	AIR HANDLER	13024241	FILTER, PLEAT 24X24X1		\$2.51
2W23 2	AIR HANDLER	13020202	FILTER, PLEAT 20X20X2		\$2.42
5W97 6	AIR HANDLER	13020241	FILTER, PLEAT 20X24X1		\$2.68
4C63 1	AIR KING	9016	WALL FAN,16",3 SPEED		\$32.95
3KN2 5	EAGLE	1626	2DRUM POLY WORKSTATION		\$328.38
1P754	AQUAPURE	AP117	TASTE/ODOR CRTG. PK 2		\$16.97
4GD7 2	DEWALT	DW938K	18V CRDLS CUTSAW KIT		\$244.12
4C63 0	AIR KING	9012	WALL FAN,12",3 SPEED		\$30.93
3A83 8	WAGNER PRODUCTS	1F88E6514-00- OD90	CASTER, 6" SWIVEL		\$22.64
4W87 5	WAGNER	3F28B4C25-00- 0199	CASTER, 4" SWIVEL		\$10.16
2G51 9	ARO	E212RS	MECHANICAL AIR VALVE		\$53.62
1U16 1	MASTER LOCK	21KA-10L320	PADLOCK-KEYED ALIKE		\$7.80

Janitorial Supplies

WW G No	Vendor Name	Mfg Number	Description	ICAT	Sell
1CG0 1	ABCO	BR 10003	JANITOR CORN BROOM		\$ 5.58
3H38 8	WEILER	42164	24" FLOORSWEEP		\$ 6.82
1A84 3	WEILER	42008	24" FLOORSWEEP		\$ 7.54



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3H38 4	WEILER	44300	60"THREADED HANDLE		\$ 2.34
3A31 9	WEILER	79126	8 1/2" CAN SCRUB BRUSH		\$ 1.55
3A32 1	WEILER	79127	20" CAN SCRUB BRUSH		\$ 2.26
3A34 9	WEILER	44001	BOWL BRUSH		\$ 1.12
3U91 7	SECO	F31600W H00	16 OZ WET MOP		\$ 2.33
5W64 2	ABCO	CM5W64 2	NO. 24 COTTON MOPHEAD		\$ 2.07
3U92 9	ABCO	MH3U929	60" WET MOP HANDLE		\$ 3.86
1CH0 4	LAGASSE BROS.	W240000	BRILLO PADS 12/10PKG		\$ 36.80
4WC 25	3M HOME & COMMERCIAL CARE	C323	NEVER RUST SOAP PAD 168/PKG		\$ 26.60
3U16 4	3M HOME & COMMERCIAL CARE	C34	CELLULOSE SPONGE		\$ 1.10
3U16 2	3M HOME & COMMERCIAL CARE	C34	CELLULOSE SPONGE		\$ 0.37
3U59 2	TOLCO	130420	BOTTLE, PLASTIC, 24 OZ		\$ 0.46
3U59 4	TOLCO	110535	TRIGGER SPRAYER ONLY		\$ 0.52
3U55 7	PROCTER & GAMBLE	COMET	21OZ COMET CLEANR PK24		\$ 26.95
2U09 9	BALL	SUN-UP	GLASS CLEANER 1QT		\$ 1.19
1CF0 7	DRACKETT	90651	CLEANER .50Z - PK180	CORC U	\$ 24.47
2U11 0	BALL	SPY GLASS	GLASS CLEANER 1GL		\$ 5.27
3U02 2	BALL	RUTHLES S	DISINFECTANT 20OZ		\$ 1.56
4HK8 2	BIG D	960	BOWL BLOCK CHERRY PK12		\$ 4.99
5MP2 6	DYMON	A701	DRY AIR FRESH N BLOS		\$ 1.74
3U03 7	BALL	85431	DISINFECTANT 20OZ		\$ 1.92
1VN3 2	LAGASSE BROS.	CLO 02490	BLEACH ULTRA 6/96OZ PER BOX		\$ 12.25
8UV8 2	KRAFT SALES	30086 BLEACH	GENERIC BLCH 6 GL/CS	FindM RO	\$ 8.75
3U02	BALL	LEMON-	FURNITURE POLISH 20OZ		\$ 1.64



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1		UP			
5TP9 9	OIL-DRI	L05000	CONCENTRATED CLAY		\$ 7.39
8UC8 0	EAGLE PITCHER	SF75E	DAITANACIOUS EARTH	FindM RO	\$ 7.50
5W63 9	WHITE	6	12" METAL DUST PAN		\$ 2.02
1CG3 4	BORAXO	TMT	TMT POWDER 10/5 LB PKS		\$ 43.42
2U13 7	GOJO	1837	HAND SOAP 1GL		\$ 3.76
2U13 5	GOJO	1827	Lotion hand soap 1gl		\$ 3.39
2U11 9	BALL	SHOWBO AT	DISH WASH SHOWBOAT 1QT		\$ 2.05
3ZG6 8	PREMIER	CPJ050PB	LAUNDRY DETERGENT 50LB		\$ 19.03
3U55 8	PROCTER & GAMBLE	PGC 30804	ULTRA TIDE 33OZ/15PK		\$ 67.86
5WG 02	TOUGH GUY		LINER, 36X58" PK100		\$ 5.91
4KN2 8	TOUGH GUY	MR24249	LINER 24"X24"-PK1000		\$ 8.00
4KN3 2	TOUGH GUY	P6030C	LINER, 36X58" PK100		\$ 10.58
5XL5 0	TOUGH GUY	MR- 40484-MK	LINER, 40 X 48, PK150		\$ 16.63
4KN2 4	TOUGH GUY		LINER,		\$ 18.94
1CF7 5	TOUGH GUY		LINER,		\$ 13.58

End of Contract AD020184-001 Document

Contract**Solicitation #EPS060050**

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Document Information

Type:	Supplier	Amendment:	Yes	Amend. #:	4
Requisition #:	ADSM-6JNPKB	Solicitation #:	<u>EPS060050</u>	Contract #:	EPS060050-1-A4
Created By:	Notes Administrator/az.gov	Date Created:	10/30/2008		
PO Assigned:	LeAnn Wong/ADSM-5KAM9N	Date Completed:	11/28/2008		
PM Assigned:	Doug Milford/ADSM-5KAM9N	PA Assigned:	James Scarboro/ADSM-5KAM9N		
Supplier Name:	<u>GRAINGER</u>	Proposal #:	<u>ADSM-6JNTKW</u>		
Gov't Entity:	Arizona State Procurement Office	Type:	Statewide		
Process Status:	Complete	Status:	Complete		
Total/Not to Exceed Cost:	0.00	External Contract:			

Contract Information

Start Date:	12/01/2008	End Date:	11/30/2009
Term:	1 Year(s)	FOB:	
Payment Terms:	Net 30	Delivery:	0 A.R.O. Days
Contract Extension Allowed		Max Extension:	4 Year(s)

Amendment Information**Amendment #4**

In accordance with MPA WSCA Contract #7066, this contract is extended for another year to November 30, 2009. The extension notice from Nevada State Purchasing to Grainger has been added to the attachments as "WSCA Grainger Contract Extension to 11-30-2009.pdf" file.

All other terms and conditions shall remain the same.

Amendment#3

In accordance with MPA WSCA Contract #7066, this contract is extended for another year to November 30, 2008. The extension notice from Nevada State Purchasing to Grainger has been added to the attachments as "WSCA Grainger Contract Extension_1.pdf" file.

All other terms and conditions shall remain the same.

Amendment# 2

According to Uniform Term and Conditions clause 1.3 contract amendment this contract is extended for another year or until November 30, 2007.

All other terms and conditions shall remain the same.

Contract Reassignment

N/A

Contractor Amendment Approval

N/A

Solicitation Information

Title:	Industrial Supplies & Equipment	Type:	RFP
Description:	Industrial Supplies & Equipment, WSCA Contract # 14600. Created only to post contract.		

**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 Arizona

Subject: WSCA 7066 Master Price Agreement Renewal and proposed renewal of the State's existing 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 1st, 2008 through November 30th 2009. No other terms and conditions have been amended or added as a result of the renewal.
3. By signing below, the State of Arizona agrees to renew its WSCA 7066 Price Agreement with Grainger for the term of December 1st, 2008 through November 30th, 2009. 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 Arizona

By: JAMES SCARBORO

Name: James Scarboro

Title: Deputy State Procurement Officer

Contractor: Grainger Industrial Supply

By: Alex Rodriguez

Name: Alex Rodriguez

Title: Government Sales Manager