



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.



LAWSON Products

BID RESPONSE

STATE OF WEST VIRGINIA

BID NUMBER: FASTEN12

BID SPECIFICATIONS FOR FASTENERS

Due: Thursday, August 30th, 2012 @ 1:30 PM

ORIGINALS

RECEIVED

2012 AUG 30 PM 1:07

WV PURCHASING
DIVISION



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

Solicitation

NUMBER
FASTEN12

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET
304-558-8802

*709024202
 LAWSON PRODUCTS INC
 150 LEEDS ROAD *8770 W. Bryn Mawr, Suite 900*
 YORK PA 17403 *Chicago, IL 60631*
 ATTN: ~~STEVE DUMARS~~

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

DATE PRINTED
08/01/2012

BID OPENING DATE: 08/30/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		615-71	<i>See Attachment</i>	
FASTENERS THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE FASTENERS AND FASTENING DEVICES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS PER THE ATTACHED REQUIREMENTS. ***** THIS IS THE END OF RFQ FASTEN12 ***** TOTAL: <u>\$42,576.00</u>						

SIGNATURE <i>Frank J. Ziegler</i>	TELEPHONE (773) 304-5050	DATE 8/27/2012
TITLE Vice President & Chief Compliance Officer	FEIN 80-0496603	<input checked="" type="checkbox"/> ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: August 13, 2012 at 3:00 P.M.

Submit Questions to:

Guy Nisbet, Senior Buyer
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304.558.4115

Email: guy.l.nisbet@wv.gov / c.c. to krista.s.ferrell@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: | Technical
 | Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: August 30, 2012 at 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on
upon award
and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

| | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[| **Commercial General Liability Insurance:**
or more.

[| **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[|

[|

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[|

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]

[]

[]

[]

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount N/A for N/A. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [✓] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
FASTEN12 – Fasteners and Fastening Devices

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish a Statewide Contract for fasteners and fastening devices. The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalogue. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Catalogue"** means the price list or sales catalogue that includes all items that Vendor can and will sell under this Contract.
 - 2.2 **"Catalogue Price"** means the lowest price listed for an Eligible Item in Vendor's Catalogue. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalogue price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalogue price of \$400.00).
 - 2.3 **"Discount Percentage"** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items.
 - 2.4 **"Discounted Price"** means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalogue Price reduced by the Discount Percentage.
 - 2.5 **"Discounted Unit Price"** means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
 - 2.6 **"Eligible Item"** means all fasteners and fastening devices included in the Vendor's Catalogue. Fastening devices include but are not limited to, bolts, screws, nuts, washers, threaded rods, cotter pins, etc.
 - 2.7 **"Pricing Page"** or **"Pricing Pages"** means the schedule of prices, Discount Percentage, estimated usage, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.8 **"RFQ"** means the official RFQ published by the Purchasing Division and identified as FASTEN12.
 - 2.9 **"Total Bid Cost"** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.

10

REQUEST FOR QUOTATION
FASTEN12 – Fasteners and Fastening Devices

- 2.10 “Unit” means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.11 “Unit Price” means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.12 “Units Provided for Catalogue Price” means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor’s Catalogue that corresponds with the Catalogue Price. (Ex. A box of 200 nuts advertised in vendor’s catalogue for \$4.00 has a Units Provided for Catalogue Price of 200. A crate of nuts advertised in Vendor’s catalogue for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalogue Price of 20,000.)

3. GENERAL REQUIREMENTS:

- 3.1 **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.

- 3.1.1 Eligible Items must conform to the latest edition of fastener standards as compiled by:

The Industrial Fasteners Institute
6363 Oak Tree Blvd.
Independence, Ohio, 44131-2500
<http://www.indfast.org/>

- 3.1.2 Eligible Items must be new and unused easily identifiable, and have traceable markings where appropriate.
- 3.1.3 Eligible Items shall be rated as Commercial and /or Industrial Grade.
- 3.1.4 All Eligible Items must have markings that identify the grade and must comply with their respective ASTM, SAE, or other appropriate specifications for that grade.
- 3.1.5 Vendor must provide certification for Eligible Item specifications upon request.

REQUEST FOR QUOTATION
FASTEN12 – Fasteners and Fastening Devices

4 CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOGUE:

4.1 Contract Award: The Contract is intended to provide the Agency's with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the mandatory RFQ specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary..

4.2 Discount Percentage: Vendor shall quote a single Discount Percentage that reduces the lowest price shown in the Catalogue for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalogue unless the Vendor clearly shows the Catalogue Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Price for items purchased under this Contract.

4.3 Pricing Pages: Vendors are **strongly encouraged** to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of calculations required and the possibility for calculation errors as explained below.

4.3.1 Information Requested. Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Vendor's manufacturer, the manufacturer's number, Catalogue Prices, Units Provided for Catalogue Price, Unit Prices, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

Vendor must apply the Discount Percentage to each frequently purchased Eligible Item listed on the Pricing Pages in arriving at the Discounted Unit Price for that item.

REQUEST FOR QUOTATION
FASTEN12 – Fasteners and Fastening Devices

- 4.3.2 Pricing Page Calculations.** The Pricing Pages require Vendor to insert its Catalogue Price, Units Provided for Catalogue Price, and Discount Percentage for each Eligible Item listed thereon. That information, along with information that is already included on the Pricing Pages will be used to calculate the Unit Price, Discounted Unit Price, item total cost, and Total Bid Cost. If Vendor completes the Pricing Pages electronically using the Microsoft Excel version from the Purchasing Division, these calculations will be automatically completed.
- 4.3.2.1 Unit Price Calculation** – The Unit Price is calculated by dividing the Catalogue Price by the Units Provided for Catalogue Price.
- Example:** \$10 per box divided by 10 nuts per box equals a Unit Price of \$1.
- 4.3.2.2 Discounted Unit Price** – The Discounted Unit Price is calculated by applying the Discount Percentage to the Unit Price
- Example:** \$1 Unit Price reduced by a 10% Discount Percentage equals a \$0.90 Discounted Unit Price.
- 4.3.2.3 Item Total Cost** – The item total cost is calculated by multiplying the estimated unit quantity by the Discounted Unit Price.
- Example:** An estimated unit quantity of 10,000 nuts multiplied by a Discounted Unit Price of \$0.90 equals a \$9,000 item total cost for that item.
- 4.3.2.4 Total Bid Cost** – The Total Bid Cost is calculated by adding the item total cost for every item listed on the Pricing Pages.
- Example:** Item total costs of \$9,000 and \$1,000 would equal a Total Bid Cost of \$10,000 (assuming that the Pricing Pages contained only two items).
- 4.3.3 Estimated Quantities Only.** The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

REQUEST FOR QUOTATION
FASTEN12 – Fasteners and Fastening Devices

4.3.4 Correction of Errors. Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendor is strongly encouraged to electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

4.3.5 Electronic Version. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: purchase.requistions@wv.gov.

The Purchasing Division's electronic version of the Pricing Pages contains the formulas for calculating the Unit Price, Discounted Unit Price, item total cost, and Total Bid Cost. Those items will be automatically populated by the Microsoft Excel program when Vendor inserts its Catalogue Price, Units Provided for Catalogue Price, and Discount Percentage. Utilizing the electronic version of the Pricing Pages and inserting the values using Microsoft Excel will greatly reduce the number of calculations that Vendor will have to make and the possibilities for error. The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

5 CATALOGUE:

5.1 Submission. Vendor must submit its Catalogue prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalogue free of charge to any Agency desiring to use this Contract. Copies of the Catalogue may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalogue will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalogue and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalogue, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

5.2 Catalogue Modification. The Purchasing Division may permit Vendor to update its Catalogue at each renewal date. Determination of whether or not to allow a Catalogue update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalogue must include a detailed listing of

REQUEST FOR QUOTATION
FASTEN12 – Fasteners and Fastening Devices

the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies' quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalogue and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalogue. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalogue is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

In the event that multiple vendors are awarded a contract under the RFQ, The first priority vendor shall not be permitted to include in its updated Catalogue items being sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.

6 ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalogue originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

Spending unit (s) shall issue a written State Contract order (Form Number WV-39) to the vendor for commodities covered by this contract. The original copy of the WV-39 shall be mailed to the vendor as authorization for shipment, a second copy mailed to the Purchasing Division, and a third copy retained by the spending unit.

6.2 Invoicing and Payment: Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

REQUEST FOR QUOTATION
FASTEN12 – Fasteners and Fastening Devices

7 DELIVERY AND RETURN:

- 7.1 Delivery Time and Place:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency at various locations within the State of West Virginia.
- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice. Notwithstanding the foregoing, Vendor may invoice Agency for the cost of any delivery valued at less than \$200.00 provided that the vendor invoices those delivery cost as a separate charge with the original freight bill attached to the invoice.
- 7.4 Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
FASTEN12 – Fasteners and Fastening Devices

7.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8 MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalogue submitted in response to the RFQ or an updated Catalogue approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to: purchasing.requisition@wv.gov showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Sam Gibson
Telephone Number: (304) 389-2346
Fax Number: (888) 860-9666
Email Address: sam.gibson@lawsonproducts.com

See Attachment

VENDORS SHOULD COMPLETE ALL COLUMNS

Item #	Pricing Page Eligible Item Description			Discounted Unit Price Calculation					Bid Total Calculation			
	Description	Manufacturer	Mfg. #	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
1	1/4"-20 Grade 8 Yellow Zinc Hex Full Nut	FHN 1/4-20 YZ 8							1 - Nut	5,000		
2	5/16"-18 Grade 8 Yellow Zinc Hex Full Nut	FHN 5/16-18 YZ 8							1 - Nut	5,000		
3	3/8-16 Grade 8 Yellow Zinc Full Hex Nut	3/8-16 FHNyz8							1 - Nut	5,000		
4	1/2-13 Grade 8 Yellow Zinc Full Hex Nut	1/2-13 FHNyz8							1 - Nut	2,500		
5	5/8"-11 Grade 8 Yellow Zinc Hex Full Nut	FHN 5/8-11 YZ 8							1 - Nut	2,500		
6	3/4-10 Grade 8 Yellow Zinc Full Hex Nut	3/4-10 FHNyz8							1 - Nut	2,500		
7	1/4 High Alloy Yellow Zinc Split Lock Washer	1/4 HI-ALLOY LW YZ							1 - Washer	5,000		
8	5/16 High Alloy Yellow Zinc Split Lock Washer	5/16 HI-ALLOY LW YZ							1 - Washer	5,000		
9	3/8 High Alloy Yellow Zinc Split Lock Washer	3/8 HI-ALLOY LW YZ							1 - Washer	5,000		
10	1/2" High Alloy Yellow Zinc Split Lock Washer	HIGH ALLOY LW 1/2YZ							1 - Washer	2,500		
11	5/8" High Alloy Yellow Zinc Split Lock Washer	HIGH ALLOY LW 5/8YZ							1 - Washer	2,500		
12	3/4" Yellow Zinc High Alloy Split Lock Washer	HIALLOY LW 3/4YZ KG							1 - Washer	2,500		
13	Hard High Strength Flat Washer	SAE THRUHD 1/4 YZ KG							1 - Washer	5,000		
14	Yellow Zinc High Strength Washer	SAE THRU-HARD 5/16YZ							1 - Washer	5,000		
15	Hard High Strength Flat Washer	SAE THRU HD 3/8YZ KG							1 - Washer	5,000		
17	Hard High Strength Flat Washer	SAE THRU HD 1/2YZ KG							1 - Washer	2,500		
18	Zinc High Strength Washer	SAE THRU-HARD 5/8 YZ							1 - Washer	2,500		
19	Zinc High Strength Washer	SAE THRU-HARD 3/4 YZ							1 - Washer	2,500		
20	1/4-20 x 1 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS1/4-20X1YZ8 QPACK							1 - Screw	5,000		
21	Yellow Zinc Hex Head Cap Screw	HCS1/4-20X1 1/2YZ8QP							1 - Screw	5,000		
22	Yellow Zinc Hex Cap Screw	HCS 1/4-20 x 2 YZ8							1 - Screw	5,000		
23	Yellow Zinc Hex Cap Screw	HCS 1/4-20 x 2 5 YZ8							1 - Screw	5,000		
24	Yellow Zinc Hex Cap Screw	HCS 1/4-20 x 3 YZ8							1 - Screw	5,000		
25	3/8-16 x 1 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS3/8-16 X 1YZ8 QPA							1 - Screw	5,000		
26	Yellow Zinc Hex Cap Screw	HCS 3/8-16 x1.25 YZ8							1 - Screw	5,000		
27	Yellow Zinc Hex Cap Screw	HCS 3/8-16 x 1.5 YZ8							1 - Screw	5,000		
28	Yellow Zinc Hex Cap Screw	HCS 3/8-16 x 2 YZ8							1 - Screw	5,000		

See Attachment

VENDORS SHOULD COMPLETE ALL COLUMNS

Pricing Page Eligible Item Description		
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.		
Item #	Description	Mfg. #
56	Yellow Zinc Hex Cap Screw HCS 3/4-10 x 4 YZB	

Discounted Unit Price Calculation				
Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price

Bid Total Calculation			
Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
1 - Screw	2,500		

Total Bid Cost	\$0.00
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Discount Percentage for All Catalogue Items	
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CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Lawson Products, Inc.
(Company)

Frank J. Ziegler
(Authorized Signature)

Frank J. Ziegler, Vice President & Counsel
(Representative Name, Title)

(773) 304-5050 - (888) 860-9666
(Phone Number) (Fax Number)

8/27/2012
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: FASTEN12

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Lawson Products, Inc.

Company

Frank A. Ziegler

Authorized Signature

8/27/2012

Date

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



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

Solicitation

NUMBER
 FASTEN12

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 GUY NISBET
 304-558-8802

ROBBERY

*709024202
 LAWSON PRODUCTS INC
~~150 LEEDS ROAD~~ 8770 W. Bryn Mawr,
 Suite 200
 YORK PA 17403
 Chicago, IL 60631

SHIP TO

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

DATE PRINTED

08/21/2012

BID OPENING DATE: 08/30/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM IS ISSUED TO ADD ELECTRONIC VERSION OF PRICING PAGES FOR VENDOR USE TO PURCHASING BULLETIN.						
0001	1	EA		615-71		
	FASTENERS					
					<i>See Attachment</i>	
***** THIS IS THE END OF RFQ FASTEN12 *****						<u>\$42,576.00</u>

SIGNATURE *Frank J. Ziegler* TELEPHONE (773) 304-5050 DATE August 27, 2012

TITLE Frank J. Ziegler FEIN 80-0496603
Vice President + Counsel

* ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: Fasten12

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Lawson Products, Inc.
Company

Frank J. Ziegler
Frank J. Ziegler Authorized Signature VP + Counsel

August 27, 2012
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

SOLICITATION NUMBER: Fasten12

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

To add Excel pricing pages to Purchasing Bulletin web-site for Vendor use in bid submittal process.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

FASTEN12 - PRICING PAGE

Item #	Manufacture	Mfg. #	Catalogue Price	units provided for catalogue price	Unit Price	Discount Percentage	Discounted Unit Price	Quantity	Item Total Cost
1	Lawson Products	FA68400	9.12	100	0.0912	-81.36%	0.017	5,000	\$85.00
2	Lawson Products	FA68401	13.18	100	0.1318	-79.06%	0.0276	5,000	\$138.00
3	Lawson Products	FA68402	18.99	100	0.1899	-80.78%	0.0365	5,000	\$182.50
4	Lawson Products	FA68404	28.49	50	0.5698	-86.87%	0.0748	2,500	\$187.00
5	Lawson Products	FA68406	29.5	25	1.18	-87.29%	0.15	2,500	\$375.00
6	Lawson Products	FA68407	42.75	25	1.71	-87.13%	0.22	2,500	\$550.00
7	Lawson Products	FA528A	11.725	250	0.0469	-82.09%	0.0084	5,000	\$42.00
8	Lawson Products	FA529A	18.125	250	0.0725	-81.66%	0.0133	5,000	\$66.50
9	Lawson Products	FA530A	11.19	100	0.1119	-81.50%	0.0207	5,000	\$103.50
10	Lawson Products	FA532A	26.77	100	0.2677	-84.61%	0.0412	2,500	\$103.00
11	Lawson Products	FA534A	64	100	0.64	-87.50%	0.08	2,500	\$200.00
12	Lawson Products	FA535A	99	100	0.99	-84.85%	0.15	2,500	\$375.00
13	Lawson Products	FA88435	11.02	100	0.1102	-76.95%	0.0254	5,000	\$127.00
14	Lawson Products	FA88436	14.97	100	0.1497	-75.02%	0.0374	5,000	\$187.00
15	Lawson Products	FA88437	20.36	100	0.2036	-81.58%	0.0375	5,000	\$187.50
17	Lawson Products	FA88439	38	100	0.38	-81.58%	0.07	2,500	\$175.00
18	Lawson Products	FA88441	35.5	50	0.71	-83.10%	0.12	2,500	\$300.00
19	Lawson Products	FA88442	47	50	0.94	-82.98%	0.16	2,500	\$400.00
20	Lawson Products	FA68002	19.99	100	0.1999	-79.04%	0.0419	5,000	\$209.50
21	Lawson Products	FA68004	26.78	100	0.2678	-76.33%	0.0634	5,000	\$317.00
22	Lawson Products	FA68006	35.88	100	0.3588	-76.98%	0.0826	5,000	\$413.00
23	Lawson Products	FA68008	24.035	50	0.4807	-79.43%	0.0989	5,000	\$494.50
24	Lawson Products	FA68010	32.185	50	0.6437	-80.86%	0.1232	5,000	\$616.00
25	Lawson Products	FA68032	41.28	100	0.4128	-78.63%	0.0882	5,000	\$441.00
26	Lawson Products	FA68033	23.25	50	0.465	-78.04%	0.1021	5,000	\$510.50
27	Lawson Products	FA68034	26.18	50	0.5236	-77.48%	0.1179	5,000	\$589.50
28	Lawson Products	FA68036	33.2	50	0.664	-77.38%	0.1502	5,000	\$751.00
29	Lawson Products	FA68038	42.5	50	0.85	-77.65%	0.19	5,000	\$950.00
30	Lawson Products	FA68040	53	50	1.06	-80.19%	0.21	5,000	\$1,050.00
31	Lawson Products	FA68042	68	50	1.36	-81.62%	0.25	5,000	\$1,250.00
32	Lawson Products	FA68017	30.99	100	0.3099	-78.19%	0.0676	5,000	\$338.00
33	Lawson Products	FA68019	39.5	100	0.395	-74.99%	0.0988	5,000	\$494.00
34	Lawson Products	FA68021	50.35	100	0.5035	-77.58%	0.1129	5,000	\$564.50
35	Lawson Products	FA68023	32.075	50	0.6415	-78.33%	0.139	2,500	\$347.50
36	Lawson Products	FA68025	40.87	50	0.8174	-80.28%	0.1612	5,000	\$806.00
37	Lawson Products	FA68060	42.5	50	0.85	-77.65%	0.19	2,500	\$475.00
38	Lawson Products	FA68061	46.5	50	0.93	-76.34%	0.22	2,500	\$550.00
39	Lawson Products	FA68062	52	50	1.04	-76.92%	0.24	2,500	\$600.00
40	Lawson Products	FA68064	64	50	1.28	-77.34%	0.29	2,500	\$725.00
41	Lawson Products	FA68066	79	50	1.58	-77.85%	0.35	2,500	\$875.00
42	Lawson Products	FA68068	96.5	50	1.93	-79.27%	0.4	2,500	\$1,000.00

FASTEN12 - PRICING PAGE

43	Lawson Products	FA68070	59.75	25	2.39	-79.92%	0.48	2,500	\$1,200.00
44	Lawson Products	FA68072	73	25	2.92	-82.88%	0.5	2,500	\$1,250.00
45	Lawson Products	FA68094	38	25	1.52	-75.66%	0.37	2,500	\$925.00
46	Lawson Products	FA68096	45.5	25	1.82	-79.12%	0.38	2,500	\$950.00
47	Lawson Products	FA68098	54	25	2.16	-79.17%	0.45	2,500	\$1,125.00
48	Lawson Products	FA68100	64.5	25	2.58	-79.46%	0.53	2,500	\$1,325.00
49	Lawson Products	FA68102	77	25	3.08	-79.22%	0.64	2,500	\$1,600.00
50	Lawson Products	FA68111	67.5	25	2.7	-74.81%	0.68	2,500	\$1,700.00
51	Lawson Products	FA68113	70.5	25	2.82	-76.95%	0.65	2,500	\$1,625.00
52	Lawson Products	FA68115	81.75	25	3.27	-76.15%	0.78	2,500	\$1,950.00
53	Lawson Products	FA68117	94	25	3.76	-77.39%	0.85	2,500	\$2,125.00
54	Lawson Products	FA68119	107.75	25	4.31	-77.73%	0.96	2,500	\$2,400.00
55	Lawson Products	FA68121	50.6	10	5.06	-75.89%	1.22	2,500	\$3,050.00
56	Lawson Products	FA68123	57.2	10	5.72	-77.62%	1.28	2,500	\$3,200.00

\$42,576.00

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Lawson Products, Inc		Remit to: PO Box 809401 Chicago, IL 60680-9401	
	Business name, if different from above			
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership		<input type="checkbox"/> Exempt payee	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶			
	<input type="checkbox"/> Other (see instructions) ▶			
Address (number, street, and apt. or suite no.) 8770 W Bryn Mawr STE 900			Requester's name and address (optional)	
City, state, and ZIP code Chicago IL, 60631				
List account number(s) here (optional)				

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
80 0496603

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Tom Blevie</i>	Date ▶ <i>5/18/2012</i>
------------------	--	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



CERTIFICATE



This is to certify that

Lawson Products, Inc.

Kent Automotive

1666 East Touhy Avenue
Des Plaines, IL 60018
United States of America
Reference No. 10000865

2350 Pinehurst Boulevard
Addison, IL 60101
United States of America
Reference No. 10004218

1381 Capital Boulevard
Reno, NV 89502
United States of America
Reference No. 10003649

28 Industrial Rd
Fairfield, NJ 07004
United States of America
Reference No. 10003650

1197 Satellite Blvd NW
Suwanee, GA 30024
United States of America
Reference No. 10009745

600 Corporate Woods Pkwy
Vernon Hills, IL 60061
United States of America
Reference No. 10010771

has implemented and maintains a **Quality Management System**.

Scope:

The distribution of hardware and industrial supplies to orders specified by field sales.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

ISO 9001 : 2008

Certificate registration no.	10000865 QM08
Date of original certification	1996-01-05
Date of revision	2011-10-06
Date of certification	2011-03-28
Valid until	2014-03-27



UL DQS Inc.

Ganesh Rao
President

Accredited Body: UL DQS Inc., 1130 West Lake Cook Road, Suite 340, Buffalo Grove, IL 60089 USA



LAWSON Products

Smarter MaintenanceSM

Products - Brass, Iron, and Steel Fittings | Hydraulic Hoses, Fittings, and
Couplers | Cutting Tools | Abrasives | Shop Supplies | Hand Tools |
Suspension, Tire and Air | Wheel Rims | Hydraulic Cylinders |
Nuts, Washers, Socket Products | Specialty Tools |
Electrical | Industrial | Specialty |
Paints | Products | Bolts | Washers |



1.866.LAWSON4U

1.866.529.7664 | lawsonproducts.com

**NEW SAFETY
PRODUCTS LINE!**
See Section 16.