



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

State of West Virginia  
**Master Agreement**

Order Date: 2016-09-21

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 FASTEN16	Procurement Folder: 256210
Document Name: FASTEN16- Fasteners and Fastening Devices	Reason for Modification:
Document Description: FASTEN16- Fasteners and Fastening Devices	Award of CRFQ SWC1700000002.
Procurement Type: Central Master Agreement	
Buyer Name: Jessica S Chambers	
Telephone: (304) 558-0246	
Email: jessica.s.chambers@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2016-10-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2017-09-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000217389 GRAYSON INDUSTRIES INC 7027 W BROWARD BLVD #327  PLANTATION FL 33317  US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: William M Sheets Requestor Phone: (304) 558-0492 Requestor Email: william.m.sheets@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Total Order Amount	Open End
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**AGENCY COPY**

<i>Jsc 9/21/16</i> <b>PURCHASING DIVISION AUTHORIZATION</b> SIGNED BY: <i>[Signature]</i> DATE: <i>9/21/16</i> ELECTRONIC SIGNATURE ON FILE	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> SIGNED BY: <i>Robert Hsieh</i> DATE: <i>9/28/16</i> ELECTRONIC SIGNATURE ON FILE	<b>ENCUMBRANCE CERTIFICATION</b> SIGNED BY: <i>Beverly Toler</i> DATE: <i>9/28/16</i> ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

**Open-End Contract  
Fasteners and Fastening Devices**

The Vendor, Grayson Industries, Inc. of Plantation, FL agrees to enter this open-end catalog contract statewide, to provide fasteners and fastening devices per the bid requirements, specifications, terms and conditions, the information from Addendum No.01, dated: 08/30/2016, Addendum No.02, dated: 09/06/2016, the Vendor's submitted and accepted bid on: 09/09/2016 per the attached bid schedule and submitted catalog all incorporated herein by reference and made apart hereof.

Vendor agrees to provide a 80% off list discount on all catalog items. State agencies are exempt from using this Contract for orders totaling \$200.00 or less per month. No agency shall issue a series of requisitions to circumvent the \$25,000 threshold. Violation of the \$25,000 threshold is commonly referred to as stringing and is prohibited by law.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	31162400			EA	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Pricing per the attached Pricing Page (Exhibit A)

**Extended Description:**

Grayson Industries provided 80% off list per the vendor's submitted Exhibit A and Grayson Industries 2016/2017, 29th Edition submitted catalog.

<b>FASTEN16</b>	<b>Document Phase</b> <b>Draft</b>	<b>Document Description</b> FASTEN16- Fasteners and Fastening Devices	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
- 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document"** 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 contract holder.
- 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "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 10/01/2016 and extends for a period of one 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 should be submitted to the Purchasing Division 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 three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. 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.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**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 Award Document 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. 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 of 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 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 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.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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.

**8. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**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. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

\_\_\_\_\_ for \_\_\_\_\_

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.



**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**17. 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.

**18. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. 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.

**21. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**22. 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.

**23. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. PRIVACY, SECURITY, AND 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>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**35. 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.

**36. 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.

**37. 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.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**40. 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](mailto:purchasing.requisitions@wv.gov).

**41. 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. 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:
- c. 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
- d. 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.

**43. 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.

**43. 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.



## Fasteners and Fastening Devices

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### 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 Solicitation shall cover Eligible Items from Vendor's Catalog. The Contract may be utilized by any and all West Virginia State Agencies and all political subdivisions of the State in all fifty-five (55) counties.

*State agencies are exempt from using this Contract for orders totaling \$200.00 or less per month. No agency shall issue a series of requisitions to circumvent the \$25,000 threshold. Violation of the \$25,000 threshold is commonly referred to as "stringing," and is prohibited by law.*

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 "Catalog" means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
  - 2.2 "Catalog Price" means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).
  - 2.3 "Discount Percentage" means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
  - 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 Catalog 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 any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes generally Fastening devices include but are not limited to, bolts, screws, nuts, washers, threaded rods, cotter pins, etc.

## Fasteners and Fastening Devices

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- 2.7 "Pricing Page" or "Pricing Pages" means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.8 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 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.
- 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 Catalog Price" means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor's Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor's catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor's catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields Units Provided for Catalog 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 complied 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.

## Fasteners and Fastening Devices

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- 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.

#### 4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

- 4.1 **Contract Award:** This Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation 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 will reduce the lowest price shown in the Catalog 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 Catalog unless the Vendor clearly shows the Catalog 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 Unit Price for items purchased under this Contract.

- 4.3 **Pricing Pages:** 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 Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Catalog Prices, Units Provided for Catalog Price, Unit Prices,

## Fasteners and Fastening Devices

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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.

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.

Vendors are strongly encouraged to complete the Pricing Pages through wvOASIS or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. 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: [Jessica.S.Chambers@wv.gov](mailto:Jessica.S.Chambers@wv.gov)

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.

**4.3.1 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.

**4.3.1.1 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.

**4.3.1.2 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.

## Fasteners and Fastening Devices

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- 4.3.1.3 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.

- 4.3.1.4 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).

- 4.3.2 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.

## 5. Catalog:

- 5.1 Submission.** Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into wvOASIS 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 Catalog and earmarking, tabbing, or listing 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 Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

- 5.2 Catalog Modification.** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to

## Fasteners and Fastening Devices

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allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of 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 Catalog 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 Catalog. 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 catalog 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 Solicitation, the first priority vendor shall not be permitted to include in its updated Catalog 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 through wvOASIS, 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 Catalog originally submitted with this Solicitation. 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.

**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.

### 7. DELIVERY AND RETURN:

## Fasteners and Fastening Devices

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- 7.1 Delivery Time and Place:** Vendor shall deliver standard orders within seven (7) calendar days after orders are received. Vendor shall deliver emergency orders within three (3) calendar 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.
- 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.
- 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.

## Fasteners and Fastening Devices

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### 8. **VENDOR DEFAULT:**

8.1 The following shall be considered a vendor default under this Contract.

- 8.1.1 Failure to provide Eligible Items in accordance with the requirements contained herein.
- 8.1.2 Failure to comply with other specifications and requirements contained herein.
- 8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

- 8.2.1 Immediate cancellation of the Contract.
- 8.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3 Any other remedies available in law or equity.

### 9. **MISCELLANEOUS:**

- 9.1 **No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
- 9.2 **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.
- 9.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.



## GRAYSON INDUSTRIES, INC.

Fasteners and Fastening Devices

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- 9.4 **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:** Karen W. Rose and/or Daniel H. Kliegman

**Telephone Number:** 866-720-0175 AND 954-868-2771 (24-hour service line)

**Fax Number:** 954-720-0175

**Email Address:** graysonind@gmail.com





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

State of West Virginia  
 Request for Quotation  
 27 — Miscellaneous

Proc Folder: 244354

Doc Description: Addendum No. 01: FASTEN16- Fasteners and Fastening Devices

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-08-30	2016-09-13 13:30:00	CRFQ 0212 SWC1700000002	2

**BID RECEIVING DIVISION**  
 BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**  
 Vendor Name, Address and Telephone Number:  
 GRAYSON INDUSTRIES, INC.  
 7027 W. Broward Blvd., #327  
 Plantation, FL 33317  
 Telephone: 866-720-0175 and 954-868-2771 (24-hours/day)  
 Fax: 954-720-0175

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X *Jessica S Chambers* FEIN # 59-2823537 DATE September 7, 2016  
 I offer subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

**Addendum**

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*  
 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 Solicitation shall cover Eligible Items from Vendor's Catalog and will be delivered statewide, per the specifications, and Terms and Conditions as attached.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pricing per the attached Pricing Page (Exhibit A)	0.00000	EA		\$ 15,730.00

Comm Code	Manufacturer	Specification	Model #
31162400			

**Extended Description :**

Please see attached pricing page for pricing information.

**SOLICITATION NUMBER:** CRFQ 0212 SWC1700000002

**Addendum Number:** No.01

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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:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to answer all technical questions received.

No other Changes.

**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.

**Technical Questions Received for  
CRFQ SWC1700000002  
August 30, 2016**

**Q: Page 19 Section 42 Preference for use of Domestic Steel Products:** Are you requiring domestic products be provided for this solicitation?

**A:** West Virginia Code 5A-3-56 states that "no contractor may use or supply steel products for a state contract project other than those steel products made in the United States." State Contract Project is then defined to include "the supply of any materials for such projects". That same statute, however, provides for several exceptions to the general made in the United States rule. Specifically, it states that "the director of the purchasing division may, in writing, authorize the use of foreign steel products if:(1) The cost for each contract item used does not exceed one tenth of one percent of the total contract cost or two thousand five hundred dollars, whichever is greater. Accordingly, the Director of the Purchasing Division hereby authorizes the use of foreign steel products that are less than \$2,500 per item.

**Q: Page 23 Section 4.2 Discount Percentage:** Are you requiring that a single percent off discount be used for both the price list as well as the category discount?

**A:** Per Section 4.2 of the specifications:

**Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog 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 Catalog unless the Vendor clearly shows the Catalog 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 Unit Price for items purchased under this Contract.



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

State of West Virginia  
Request for Quotation  
27 - Miscellaneous

Proc Folder: 244354

Doc Description: Addendum No. 02: FASTEN16- Fasteners and Fastening Devices

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-06	2016-09-13 13:30:00	CRFQ 0212 SWC1700000002	3

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

Vendor Name, Address and Telephone Number:  
GRAYSON INDUSTRIES, INC.  
7027 W. Broward Blvd., #327  
Plantation, FL 33317  
Tel. 866-720-0175 AND 954-868-2771 (24 hrs/day)  
Fax: 954-720-0175

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
(606) 558-0246  
jessica.s.chambers@wv.gov

Signature X

FEIN # 59-2823537

DATE September 6, 2016

Offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

**Addendum**

Addendum No.02 issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*  
 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 Solicitation shall cover Eligible Items from Vendor's Catalog and will be delivered statewide, per the specifications, and Terms and Conditions as attached.

BUYER	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City                      WV99999	No City                      WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pricing per the attached Pricing Page (Exhibit A)	0.00000	EA		\$ 15,730.00

Comm Code	Manufacturer	Specification	Model #
31162400			

Extended Description :  
 Please see attached pricing page for pricing information.



**SOLICITATION NUMBER: CRFQ 0212 SWC1700000002**  
**Addendum Number: No.02**

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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:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to attach corrected spreadsheet.

No other Changes.

**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.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: FASTEN16**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

GRAYSON INDUSTRIES, INC.

Company



Authorized Signature

September 6, 2016

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
 iscd 6/8/2012

# BID REFERENCE GUIDE

## FOR SPECIFIC ITEMS ON BID FASTEN16

### STATE OF WEST VIRGINIA

ITEMS 1-27 (ITEMS 28-55 ON FOLLOWING PAGE)

Item No.	Grayson Part Number	Description		Net Price List Page Number	Master Catalog Page Number	Bid Price*
1	39601	1/4-20	Gr 8 YZ Hex Full Nut	130	8	1.49
2	39602	5/16-18	Gr 8 YZ Hex Full Nut	130	8	2.27
3	39603	3/8-16	Gr 8 YZ Hex Full Nut	130	8	2.89
4	39605	1/2-13	Gr 8 YZ Hex Full Nut	130	8	7.45
5	39607	5/8-11	Gr 8 YZ Hex Full Nut	130	8	8.93
6	39608	3/4-10	Gr 8 YZ Hex Full Nut	130	8	11.00
7	39725	1/4"	Hi-Alloy L/W YZ	130	5	0.43
8	39726	5/16"	Hi-Alloy L/W YZ	130	5	0.87
9	39727	3/8"	Hi-Alloy L/W YZ	130	5	1.22
10	39729	1/2"	Hi-Alloy L/W YZ	130	5	2.50
11	39731	5/8"	Hi-Alloy L/W YZ	130	5	2.95
12	39732	3/4"	Hi-Alloy L/W YZ	130	5	3.25
13	36701	1/4"	SAE Thru-Hd YZ HSFW	121	4	0.50
14	36702	5/16"	SAE Thru-Hd YZ HSFW	121	4	0.55
15	36703	3/8"	SAE Thru-Hd YZ HSFW	121	4	0.60
16	36705	1/2"	SAE Thru-Hd YZ HSFW	121	4	0.85
17	36707	5/8"	SAE Thru-Hd YZ HSFW	121	5	0.98
18	36708	3/4"	SAE Thru-Hd YZ HSFW	121	5	1.00
19	39004	1/4-20x1	Gr 8 YZ Hex Hd CS	128	5	1.40
20	39006	1/4-20x1-1/2	Gr 8 YZ Hex Hd CS	128	6	1.75
21	39008	1/4-20x2	Gr 8 YZ Hex Hd CS	128	6	2.13
22	39010	1/4-20x2-1/2	Gr 8 YZ Hex Hd CS	128	6	2.50
23	39012	1/4-20x3	Gr 8 YZ Hex Hd CS	128	6	3.35
24	39054	3/8-16x1	Gr 8 YZ Hex Hd CS	128	6	3.54
25	39055	3/8-16x1-1/4	Gr 8 YZ Hex Hd CS	128	6	3.63
26	39056	3/8-16x1-1/2	Gr 8 YZ Hex Hd CS	128	6	4.29
27	39058	3/8-16x2	Gr 8 YZ Hex Hd CS	128	6	4.50

\* PRICES ARE ALL PER 100 PIECES

## GRAYSON INDUSTRIES, INC.

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*'For All Your Fastener Needs'*

# BID REFERENCE GUIDE

## FOR SPECIFIC ITEMS ON BID FASTEN16

### STATE OF WEST VIRGINIA

ITEMS 28-55 (ITEMS 1-27 ON PRECEDING PAGE)

Item No.	Grayson Part Number	Description		Net Price List Page Number	Master Catalog Page Number	Bid Price*
28	39060	3/8-16x2-1/2	Gr 8 YZ Hex Hd CS	128	6	5.19
29	39062	3/8-16x3	Gr 8 YZ Hex Hd CS	128	6	6.46
30	39064	3/8-16x3-1/2	Gr 8 YZ Hex Hd CS	128	6	7.00
31	39029	5/16-18x1	Gr 8 YZ Hex Hd CS	128	6	2.57
32	39031	5/16-18x1-1/2	Gr 8 YZ Hex Hd CS	128	6	3.28
33	39033	5/16-18x2	Gr 8 YZ Hex Hd CS	128	6	3.50
34	39035	5/16-18x2-1/2	Gr 8 YZ Hex Hd CS	128	6	4.64
35	39037	5/16-18x3	Gr 8 YZ Hex Hd CS	128	6	5.00
36	39104	1/2-13x1	Gr 8 YZ Hex Hd CS	128	6	5.19
37	39105	1/2-13x1-1/4	Gr 8 YZ Hex Hd CS	128	6	6.33
38	39106	1/2-13x1-1/2	Gr 8 YZ Hex Hd CS	128	6	7.17
39	39108	1/2-13x2	Gr 8 YZ Hex Hd CS	128	6	12.00
40	39110	1/2-13x2-1/2	Gr 8 YZ Hex Hd CS	128	6	13.27
41	39112	1/2-13x3	Gr 8 YZ Hex Hd CS	128	6	29.50
42	39114	1/2-13x3-1/2	Gr 8 YZ Hex Hd CS	128	6	15.38
43	39116	1/2-13x4	Gr 8 YZ Hex Hd CS	128	6	16.48
44	39145	5/8-11x1	Gr 8 YZ Hex Hd CS	128	7	10.13
45	39147	5/8-11x1-1/2	Gr 8 YZ Hex Hd CS	128	7	15.60
46	39149	5/8-11x2	Gr 8 YZ Hex Hd CS	128	7	15.68
47	39151	5/8-11x2-1/2	Gr 8 YZ Hex Hd CS	128	7	24.35
48	39153	5/8-11x3	Gr 8 YZ Hex Hd CS	129	7	29.52
49	39169	3/4-10x1	Gr 8 YZ Hex Hd CS	129	7	10.49
50	39170	3/4-10x1-1/2	Gr 8 YZ Hex Hd CS	129	7	17.72
51	39172	3/4-10x2	Gr 8 YZ Hex Hd CS	129	7	20.43
52	39174	3/4-10x2-1/2	Gr 8 YZ Hex Hd CS	129	7	22.59
53	39176	3/4-10x3	Gr 8 YZ Hex Hd CS	129	7	23.50
54	39178	3/4-10x1-3-1/2	Gr 8 YZ Hex Hd CS	129	7	24.79
55	39180	3/4-10x4	Gr 8 YZ Hex Hd CS	129	7	25.00

\* PRICES ARE ALL PER 100 PIECES

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# BID REFERENCE GUIDE

## FOR SPECIFIC ITEMS ON BID FASTEN16

### STATE OF WEST VIRGINIA

ITEMS 1-27 (ITEMS 28-55 ON FOLLOWING PAGE)

Item No.	Grayson Part Number	Description		Net Price List Page Number	Master Catalog Page Number	Bid Price*
1	39601	1/4-20	Gr 8 YZ Hex Full Nut	130	8	1.49
2	39602	5/16-18	Gr 8 YZ Hex Full Nut	130	8	2.27
3	39603	3/8-16	Gr 8 YZ Hex Full Nut	130	8	2.89
4	39605	1/2-13	Gr 8 YZ Hex Full Nut	130	8	7.45
5	39607	5/8-11	Gr 8 YZ Hex Full Nut	130	8	8.93
6	39608	3/4-10	Gr 8 YZ Hex Full Nut	130	8	11.00
7	39725	1/4"	Hi-Alloy LW YZ	130	5	0.43
8	39726	5/16"	Hi-Alloy LW YZ	130	5	0.87
9	39727	3/8"	Hi-Alloy LW YZ	130	5	1.22
10	39729	1/2"	Hi-Alloy LW YZ	130	5	2.50
11	39731	5/8"	Hi-Alloy LW YZ	130	5	2.95
12	39732	3/4"	Hi-Alloy LW YZ	130	5	3.25
13	36701	1/4"	SAE Thru-Hd YZ HSFW	121	4	0.50
14	36702	5/16"	SAE Thru-Hd YZ HSFW	121	4	0.55
15	36703	3/8"	SAE Thru-Hd YZ HSFW	121	4	0.60
16	36705	1/2"	SAE Thru-Hd YZ HSFW	121	4	0.85
17	36707	5/8"	SAE Thru-Hd YZ HSFW	121	5	0.98
18	36708	3/4"	SAE Thru-Hd YZ HSFW	121	5	1.00
19	39004	1/4-20x1	Gr 8 YZ Hex Hd CS	128	5	1.40
20	39006	1/4-20x1-1/2	Gr 8 YZ Hex Hd CS	128	6	1.75
21	39008	1/4-20x2	Gr 8 YZ Hex Hd CS	128	6	2.13
22	39010	1/4-20x2-1/2	Gr 8 YZ Hex Hd CS	128	6	2.50
23	39012	1/4-20x3	Gr 8 YZ Hex Hd CS	128	6	3.35
24	39054	3/8-16x1	Gr 8 YZ Hex Hd CS	128	6	3.54
25	39055	3/8-16x1-1/4	Gr 8 YZ Hex Hd CS	128	6	3.63
26	39056	3/8-16x1-1/2	Gr 8 YZ Hex Hd CS	128	6	4.29
27	39058	3/8-16x2	Gr 8 YZ Hex Hd CS	128	6	4.50

\* PRICES ARE ALL PER 100 PIECES

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# BID REFERENCE GUIDE

## FOR SPECIFIC ITEMS ON BID FASTEN16

### STATE OF WEST VIRGINIA

ITEMS 28-55 (ITEMS 1-27 ON PRECEDING PAGE)

Item No.	Grayson Part Number	Description		Net Price List Page Number	Master Catalog Page Number	Bid Price*
28	39060	3/8-16x2-1/2	Gr 8 YZ Hex Hd CS	128	6	5.19
29	39062	3/8-16x3	Gr 8 YZ Hex Hd CS	128	6	6.46
30	39064	3/8-16x3-1/2	Gr 8 YZ Hex Hd CS	128	6	7.00
31	39029	5/16-18x1	Gr 8 YZ Hex Hd CS	128	6	2.57
32	39031	5/16-18x1-1/2	Gr 8 YZ Hex Hd CS	128	6	3.28
33	39033	5/16-18x2	Gr 8 YZ Hex Hd CS	128	6	3.50
34	39035	5/16-18x2-1/2	Gr 8 YZ Hex Hd CS	128	6	4.64
35	39037	5/16-18x3	Gr 8 YZ Hex Hd CS	128	6	5.00
36	39104	1/2-13x1	Gr 8 YZ Hex Hd CS	128	6	5.19
37	39105	1/2-13x1-1/4	Gr 8 YZ Hex Hd CS	128	6	6.33
38	39106	1/2-13x1-1/2	Gr 8 YZ Hex Hd CS	128	6	7.17
39	39108	1/2-13x2	Gr 8 YZ Hex Hd CS	128	6	12.00
40	39110	1/2-13x2-1/2	Gr 8 YZ Hex Hd CS	128	6	13.27
41	39112	1/2-13x3	Gr 8 YZ Hex Hd CS	128	6	29.50
42	39114	1/2-13x3-1/2	Gr 8 YZ Hex Hd CS	128	6	15.38
43	39116	1/2-13x4	Gr 8 YZ Hex Hd CS	128	6	16.48
44	39145	5/8-11x1	Gr 8 YZ Hex Hd CS	128	7	10.13
45	39147	5/8-11x1-1/2	Gr 8 YZ Hex Hd CS	128	7	15.60
46	39149	5/8-11x2	Gr 8 YZ Hex Hd CS	128	7	15.68
47	39151	5/8-11x2-1/2	Gr 8 YZ Hex Hd CS	128	7	24.35
48	39153	5/8-11x3	Gr 8 YZ Hex Hd CS	129	7	29.52
49	39169	3/4-10x1	Gr 8 YZ Hex Hd CS	129	7	10.49
50	39170	3/4-10x1-1/2	Gr 8 YZ Hex Hd CS	129	7	17.72
51	39172	3/4-10x2	Gr 8 YZ Hex Hd CS	129	7	20.43
52	39174	3/4-10x2-1/2	Gr 8 YZ Hex Hd CS	129	7	22.59
53	39176	3/4-10x3	Gr 8 YZ Hex Hd CS	129	7	23.50
54	39178	3/4-10x1-3-1/2	Gr 8 YZ Hex Hd CS	129	7	24.79
55	39180	3/4-10x4	Gr 8 YZ Hex Hd CS	129	7	25.00

\* PRICES ARE ALL PER 100 PIECES

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Exhibit A  
FASTEN 16 - Pricing Page

Vendors Should Complete All Columns

Pricing Page Eligible Item Description

All references to Brand Names are for illustration purposes only and Vendor's may bid the Brand listed or an Equal product.

Item #	Description	Manufacturer	Mfg. #	Size/Wt	
1	1/4" - 20 Grade 8 Yellow Zinc Hex Head Full Nut	FHN	1/4-20 YZ 8	Nucor	Grayson PL # 39001
2	5/16" - 18 Grade 8 Yellow Zinc Hex Full Nut	FHN	5/16 - 18 YZ 8	Nucor	Grayson PL # 39002
3	3/8" - 18 Grade 8 Yellow Zinc Full Hex Nut	FHN	3/8 - 18 YZ 8	Nucor	Grayson PL # 39003
4	1/2" - 13 Grade 8 Yellow Zinc Full Hex Nut	FHN	1/2 - 13 YZ 8	Nucor	Grayson PL # 39005
5	3/8" - 11 Grade 8 Yellow Zinc Hex Full Nut	FHN	5/8 - 11 YZ 8	Nucor	Grayson PL # 39007
6	3/4" - 10 Grade 8 Yellow Zinc Hex Full Nut	FHN	3/4 - 10 YZ 8	Nucor	Grayson PL # 39008
7	1/4" - High Alloy Yellow Zinc Split Lock Washer	1/4 H-Alloy	L/W YZ	Nucor	Grayson PL # 39725
8	5/16" - High Alloy Yellow Zinc Split Lock Washer	5/16 H-Alloy	L/W YZ	Nucor	Grayson PL # 39726
9	3/8" - High Alloy Yellow Zinc Split Lock Washer	3/8 H-Alloy	L/W YZ	Nucor	Grayson PL # 39727
10	1/2" - High Alloy Yellow Zinc Split Lock Washer	1/2 H-Alloy	L/W YZ	Nucor	Grayson PL # 39728
11	5/8" - High Alloy Yellow Zinc Split Lock Washer	5/8 H-Alloy	L/W YZ	Nucor	Grayson PL # 39731
12	3/4" - High Alloy Yellow Zinc Split Lock Washer	3/4 H-Alloy	L/W YZ	Nucor	Grayson PL # 39732
13	1/4" - Hard High Strength Yellow Zinc Flat Washer	SAE THR HD	1/4 YZ KG	Nucor	Grayson PL # 39701
14	5/16" - Hard High Strength Yellow Zinc Flat Washer	SAE THR HD	5/16 YZ KG	Nucor	Grayson PL # 39702
16	3/8" - Hard High Strength Yellow Zinc Flat Washer	SAE THR HD	3/8 YZ KG	Nucor	Grayson PL # 39703
18	1/2" - Hard High Strength Yellow Zinc Flat Washer	SAE THR HD	1/2 YZ KG	Nucor	Grayson PL # 39706
17	5/8" - Hard High Strength Yellow Zinc Flat Washer	SAE THR HD	5/8 YZ KG	Nucor	Grayson PL # 39707
18	3/4" - Hard High Strength Yellow Zinc Flat Washer	SAE THR HD	3/4 YZ KG	Nucor	Grayson PL # 39708
19	1/4" - 20 x 1 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS	1/4 - 20 x 1 YZ QPACK	Nucor	Grayson PL # 39004
20	1/2" - 20 x 1.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS	1/2 - 20 x 1.5 YZ QPACK	Nucor	Grayson PL # 39006
21	1/4" - 20 x 2 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS	1/4 - 20 x 2 YZ	Nucor	Grayson PL # 39008
22	1/4" - 20 x 2.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS	1/4 - 20 x 2.5 YZ	Nucor	Grayson PL # 39010
23	1/4" - 20 x 3 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS	1/4 - 20 x 3 YZ	Nucor	Grayson PL # 39012

Discounted Unit Price Calculation

Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price
\$0.07	1	\$0.0748	80.0%	\$0.0149
\$0.11	1	\$0.1135	80.0%	\$0.0227
\$0.14	1	\$0.1445	80.0%	\$0.0289
\$0.37	1	\$0.3725	80.0%	\$0.0745
\$0.45	1	\$0.4465	80.0%	\$0.0893
\$0.55	1	\$0.5900	80.0%	\$0.1100
\$0.02	1	\$0.0215	80.0%	\$0.0043
\$0.04	1	\$0.0435	80.0%	\$0.0087
\$0.06	1	\$0.0610	80.0%	\$0.0122
\$0.15	1	\$0.1250	80.0%	\$0.0250
\$0.15	1	\$0.1475	80.0%	\$0.0295
\$0.16	1	\$0.1625	80.0%	\$0.0325
\$0.03	1	\$0.0250	80.0%	\$0.0050
\$0.03	1	\$0.0275	80.0%	\$0.0055
\$0.03	1	\$0.0300	80.0%	\$0.0060
\$0.04	1	\$0.0425	80.0%	\$0.0085
\$0.05	1	\$0.0488	80.0%	\$0.0098
\$0.05	1	\$0.0500	80.0%	\$0.0100
\$0.07	1	\$0.0700	80.0%	\$0.0140
\$0.09	1	\$0.0875	80.0%	\$0.0175
\$0.11	1	\$0.1063	80.0%	\$0.0213
\$0.13	1	\$0.1250	80.0%	\$0.0250
\$0.17	1	\$0.1673	80.0%	\$0.0335

NOTE: Grayson's published price list contains NET prices; 80% discount has already been deducted from all item prices.

Pricing Page Eligible Item Description				
All references to Brand Names are for illustration purposes only and Vendor's may bid the Brand listed or an Equal product.				
Item #	Description	Manufacturer	Mfg. #	Size/Wt
24	3/8" - 16 x 1 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 16 x 1 YZ8	Nuoor	Grayson Pl. # 39084
25	3/8" - 16 x 1.25 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 16 x 1.25 YZ8	Nuoor	Grayson Pl. # 39085
26	3/8" - 16 x 1.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 16 x 1.5 YZ8	Nuoor	Grayson Pl. # 39086
27	3/8" - 16 x 2 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 16 x 2 YZ8	Nuoor	Grayson Pl. # 39088
28	3/8" - 16 x 2.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 16 x 2.5 YZ8	Nuoor	Grayson Pl. # 39090
29	3/8" - 16 x 3 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 16 x 3 YZ8	Nuoor	Grayson Pl. # 39092
30	3/8" - 16 x 3.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 16 x 3.5 YZ8	Nuoor	Grayson Pl. # 39094
31	5/16" - 18 x 1 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/16 - 18 x 1 YZ8	Nuoor	Grayson Pl. # 39029
32	5/16" - 18 x 1.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/16 - 18 x 1.5 YZ8	Nuoor	Grayson Pl. # 39031
33	5/16" - 18 x 2 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/16 - 18 x 2 YZ8	Nuoor	Grayson Pl. # 39033
34	5/16" - 18 x 2.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/16 - 18 x 2.5 YZ8	Nuoor	Grayson Pl. # 39035
35	5/16" - 18 x 3 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/16 - 18 x 3 YZ8	Nuoor	Grayson Pl. # 39037
36	1/2" - 13 x 1 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2 - 13 x 1 YZ8	Nuoor	Grayson Pl. # 39104
37	1/2" - 13 x 1.25 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2 - 13 x 1.25 YZ8	Nuoor	Grayson Pl. # 39105
38	1/2" - 13 x 1.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2 - 13 x 1.5 YZ8	Nuoor	Grayson Pl. # 39106
39	1/2" - 13 x 2 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2 - 13 x 2 YZ8	Nuoor	Grayson Pl. # 39108
40	1/2" - 13 x 2.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2 - 13 x 2.5 YZ8	Nuoor	Grayson Pl. # 39110
41	1/2" - 13 x 3 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2 - 13 x 3 YZ8	Nuoor	Grayson Pl. # 39112
42	1/2" - 13 x 3.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2 - 13 x 3.5 YZ8	Nuoor	Grayson Pl. # 39114
43	1/2" - 13 x 4 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2 - 13 x 4 YZ8	Nuoor	Grayson Pl. # 39116
44	5/8" - 11 x 1 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/8 - 11 x 1 YZ8	Nuoor	Grayson Pl. # 39146
45	5/8" - 11 x 1.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/8 - 11 x 1.5 YZ8	Nuoor	Grayson Pl. # 39147
46	5/8" - 11 x 2 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/8 - 11 x 2 YZ8	Nuoor	Grayson Pl. # 39148
47	5/8" - 11 x 2.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/8 - 11 x 2.5 YZ8	Nuoor	Grayson Pl. # 39151

Discounted Unit Price Calculation				
Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price
\$0.16	1	\$0.1770	80.0%	\$0.0364
\$0.18	1	\$0.1813	80.0%	\$0.0363
\$0.21	1	\$0.2143	80.0%	\$0.0429
\$0.23	1	\$0.2260	80.0%	\$0.0450
\$0.26	1	\$0.2593	80.0%	\$0.0519
\$0.22	1	\$0.2220	80.0%	\$0.0446
\$0.25	1	\$0.2500	80.0%	\$0.0500
\$0.13	1	\$0.1283	80.0%	\$0.0267
\$0.16	1	\$0.1638	80.0%	\$0.0328
\$5.16	1	\$0.1750	80.0%	\$0.0350
\$0.23	1	\$0.2318	80.0%	\$0.0464
\$0.25	1	\$0.2500	80.0%	\$0.0500
\$0.26	1	\$0.2593	80.0%	\$0.0519
\$0.32	1	\$0.3163	80.0%	\$0.0633
\$0.38	1	\$0.3686	80.0%	\$0.0717
\$0.60	1	\$0.6000	80.0%	\$0.1200
\$0.98	1	\$0.6935	80.0%	\$0.1327
\$1.48	1	\$1.4750	80.0%	\$0.2950
\$0.77	1	\$0.7666	80.0%	\$0.1536
\$0.82	1	\$0.8240	80.0%	\$0.1648
\$0.51	1	\$0.5065	80.0%	\$0.1013
\$0.78	1	\$0.7800	80.0%	\$0.1560
\$0.78	1	\$0.7840	80.0%	\$0.1568
\$1.22	1	\$1.2175	80.0%	\$0.2435

NOTE: Grayson's published price list contains NET prices; 80% discount has already been deducted from all item prices.



Exhibit A  
FASTEN 18 - Pricing Page

Vendors Should Complete All Columns

Pricing Page Eligible Item Description						Discounted Unit Price Calculation				
All references to Brand Names are for illustration purposes only and Vendor's may bid the Brand listed or an Equal product.										
Item #	Description		Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price
50	3/8" - 11 x 3 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 11 x 3 YZ8	Nucor	Grayson Pl. # 39183						
49	3/8" - 10 x 1 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 10 x 1 YZ8	Nucor	Grayson Pl. # 39189		\$1.49	1	\$1.4780	80.0%	\$0.2952
50	3/8" - 10 x 1.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 10 x 1.5 YZ8	Nucor	Grayson Pl. # 39170		\$0.82	1	\$0.8243	80.0%	\$0.1648
51	3/8" - 10 x 2 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 10 x 2 YZ8	Nucor	Grayson Pl. # 39172		\$0.89	1	\$0.8860	80.0%	\$0.1772
52	3/8" - 10 x 2.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 10 x 2.5 YZ8	Nucor	Grayson Pl. # 39174		\$1.02	1	\$1.0218	80.0%	\$0.2043
53	3/8" - 10 x 3 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 10 x 3 YZ8	Nucor	Grayson Pl. # 39178		\$1.13	1	\$1.1293	80.0%	\$0.2268
54	3/8" - 10 x 3.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 10 x 3.5 YZ8	Nucor	Grayson Pl. # 39178		\$1.16	1	\$1.1750	80.0%	\$0.2350
55	3/8" - 10 x 4 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 10 x 4 YZ8	Nucor	Grayson Pl. # 39180		\$1.24	1	\$1.2393	80.0%	\$0.2479
						\$1.26	1	\$1.2500	80.0%	\$0.2500

List of Discount Percentages:		
(Use additional sheets if needed for number of discount percentages being offered.)		
		DISCOUNT PERCENTAGE
1	Discount Percentage for All catalogue items	80.00%

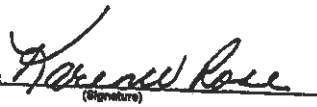
VENDOR  
NAME: GRAYSON INDUSTRIES, INC.

PHONE: 888-720-0175 and 954-889-2771 (24-HOURS/7 DAYS)

CONTRACT  
MANAGER: Karen W. Rose and/or Daniel H. Kliegman  
(Please print)

FAX 954-720-0175

EMAIL graysonind@gmail.com

AUTHORIZED REPRESENTATIVE:   
(Signature)

September 6, 2018  
(Date)

AUTHORIZED REPRESENTATIVE Karen W. Rose

NOTE: Grayson's published price list contains NET prices; 80% discount has already been deducted from all item prices.