

PARTSMASTER



7/22/08
~~07/02/2008~~

ATTN- JOANN ADKINS

FAX # 304-558-3970
PHONE # 304-558-2306

ACCOUNT # : pm286001

Here is our bolt prices, including the quality of our bolts.

www.pm-central.com/catalog/
CALL ME. THANKS

Arlene Riebe
1-800-624-8350 ext. 2710
972-579-2710
Fax- 972-438-0949
972-579-2710 -DIRECT NO.
arlene.riebe@nch.com

RECEIVED
2008 JUL 22 P 12: 13
PURCHASING DIVISION
STATE OF WV



**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



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

Request for Quotation

FASTENERS

1.

JO ANN ADKINS
 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

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

DATE: 05/22/2008		TERMS OF SALE:		ENCLOSURE:		PAGE:		REMARKS:	
BID OPENING DATE: 07/09/2008				BID OPENING TIME: 02:30PM					
LINE	QUANTITY	UNIT	CA	DESCRIPTION	UNIT PRICE	AMOUNT			
0001	1	EA		REQUEST FOR QUOTATION THE 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 ON A PERCENTAGE DISCOUNT FROM LIST PRICE. ITEMS TO INCLUDE ALL TYPES OF BOLTS, SCREWS, NUTS, WASHERS, THREADED RODS AND COTTER PINS. ATTACHMENTS TO THIS REQUEST FOR QUOTATION: 1. FASTENERS SPECIFICATIONS/INFORMATION, 3 PAGES, DATED 05/20/08. 2. FASTENERS PRICING PAGES, 6 PAGES, DATED 05/20/08. 3. PURCHASING AFFIDAVIT. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.		615-71			
SIGNATURE		TITLE		TELEPHONE		DATE		ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

FASTEN08

2

JO ANN ADKINS
304-558-8802

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

DATE PRINTED	05/22/2008	REVISIONS		NO.		ARCHIVE	
BID OPENING DATE:	07/09/2008	BID OPENING TIME	01:30PM				

QTY	DESCRIPTION	UNIT	PRICE	TOTAL	REMARKS
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INTERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORSEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>					

SIGNATURE	TELEPHONE	DATE
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

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

DATE POSTED	DATE OF AWARD	STATUS	RFQ	RFQ NUMBER
05/22/2008	07/09/2008			
BID OPENING DATE:		BID OPENING TIME:		01:30PM
LINE	DESCRIPTION	UNIT PRICE	QUANTITY	AMOUNT
	<p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL, SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RA MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE,</p>			
SIGNATURE _____ TELEPHONE _____ DATE _____				
TITLE _____		ADDRESS CHANGES TO BE NOTED ABOVE		

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**Request for
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FASTENOS

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 804-558-8802

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 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE RECEIVED 05/22/2008		TERMS OF SALE		TIME		FSE		FREIGHT TERM	
BID OPENING DATE: 07/09/2008				BID OPENING TIME 01:30PM					
LINE	QUANTITY	UNIT	UNIT PRICE	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
<p>PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS: () THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR 180 DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF 180 DAYS.</p> <p>NOTE: THE ONLY ALTERNATE TERM AVAILABLE IS SHOWN ABOVE. DISCOUNT FROM LIST SHALL NOT CHANGE. BUT, WITH THE ALTERNATE TERM ABOVE CHECKED, SUCCESSFUL VENDOR MAY BE PERMITTED TO REPLACE CATALOG AT RENEWAL.</p>									
<p>SIGNATURE _____ TELEPHONE _____ DATE _____</p> <p>TITLE _____ PEN _____ ADDRESS CHANGES TO BE NOTED ABOVE</p>									

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BY ORDER

DATE PRINTED	05/22/2008	ITEMS OF SALE	SHIP VIA	CT	REQUISITION
BID OPENING DATE:	07/09/2008	BID OPENING TIME		01:30PM	

LINE	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	DESCRIPTION
<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION, OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p>					

SIGNATURE	TELEPHONE	DATE
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE

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 Purchasing Division
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 Charleston, WV 25305-0130

**Request for
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SPONSOR: **FASTENOR**

DATE: _____

ADDRESS: **JO ANN ADKINS
 304-558-8802**

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 BY ORDER

DATE PRINTED 05/22/2008	REF ID: _____	DATE OF SALE 07/09/2008	TIME OF SALE BID OPENING TIME 01:30PM
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LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH</p>				

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ PER _____ ADDRESS CHANGES TO BE NOTED ABOVE

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Purchasing Division
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Request for Quotation

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304-558-8802

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ALL STATE AGENCIES
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VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PREPARED	THIRTY DAY	DATE	TIME	PRESENTATION
05/22/2008				
BID OPENING DATE	07/09/2008	BID OPENING TIME	01:30PM	

LINE	QUANTITY	UNIT	DESCRIPTION	AMOUNT
<p>BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p>				
			BIDDER: <i>Parts master - NCH</i>	
			DATE: <i>7/3/08</i>	
			SIGNED: <i>[Signature]</i>	
			TITLE: <i>Sales Manager</i>	
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)				

SIGNATURE	TELEPHONE	DATE
TYPE	FROM	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED 05/22/2008	TERMS/DATE 07/09/2008	BID OPENING TIME 01:30PM
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LINE	QUANTITY	UNIT PRICE	AMOUNT
<p>IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42 RFQ. NO.: FASTENOS BID OPENING DATE: JULY 9, 2008 BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>			

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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TO ANN ADKINS
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DATE PRINTED 05/22/2008		TERMS 07/09/2008		BID OPENING TIME 01:30PM	
BID OPENING DATE		BID OPENING TIME			
AMT.	QUANTITY	UNIT	UNIT PRICE	TOTAL	AVG. PRICE
CONTACT PERSON (PLEASE PRINT CLEARLY):				Arlene Riebe	
				972579 2710	
***** THIS IS THE END OF RFQ FASTEN08 ***** TOTAL:					
 Arlene Riebe Sales Representative 800.624.8350 ext. 2710 P.O. Box 655326 Dallas, TX 75265-5326 An ISO 9001:2000 Certified Company CSA# QS-06F-0016T www.partsmaster.com					
SIGNATURE		TELEPHONE		DATE	
TITLE		FAX		ADDRESS CHANGES TO BE NOTED ABOVE	

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Request for Quotation

FASTEN08

PAGE 9

JO ANN ADKINS
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BY ORDER

RECEIVED	START DATE	SHIP VIA	FOB	EXPIRE DATE
05/22/2008				
BID OPENING DATE: 07/09/2008		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UNIT	UNIT PRICE	ITEM NAME	TOTAL	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):					Arlene Riebe	
					972579 2.710	
***** THIS IS THE END OF RFQ FASTEN08 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FIRM _____ ADDRESS CHANGES TO BE NOTED ABOVE

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

FASTEN08 Specifications/Information

All products furnished must be listed in a catalog that has been pre-approved by the Purchasing Division. This catalog must contain a product line broad enough to meet the fastener needs of the State of West Virginia. Each item in the catalog should be identifiable by a reference number.

1. Vendors who wish to bid catalogs must furnish the catalog and a written request to review and approve subject catalog by June 09, 2008. All requests shall be submitted to:

Purchasing Division
Attention: Jo Ann Adkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305-0130

2. The following catalogs have been pre-approved and may be used as an example of the product list desired by the State of West Virginia.

Mid State Bolt and Nut Company, Inc.
Fastenal Standard Catalog

3. The estimated annual value of this contract is \$65,000. This information is supplied as information only and should not be construed as any guarantee of future orders for any contract resulting from this request for quotation.
4. Pricing must be entered on the attached Pricing Page. All information requested should be provided. The quantities shown on this pricing page are for evaluation of bids only and must not be construed as any guarantee of future contract usage. For the convenience of bidders, the pricing page is available electronically, please request via email to jo.a.adkins@wv.gov. Vendors are requested to return the electronic version, in addition to the original bid to the Purchasing Division. NOTE: If any discrepancies occur between the paper copy and the electronic copy, the paper copy shall prevail.
5. Vendors shall provide a single percent discount. This discount rate must be extended to all items found and ordered from the price list and/or catalogs. Also, the discount shall be taken from the lowest price column (if more than one) shown on the price list. The vendor must list the "net discount price" for each item shown. The net discount price is the final price the vendor shall charge the State of West Virginia. Net discount price to be the price of individual pieces, cartons, or packages, whichever applies to each item listed.

FASTEN08 Specifications/Information

6. Each vendor shall provide with their bid two (2) copies of the current dated and numbered catalog/price list schedule to which percent discount applies.

This catalog/price list shall be used with any resulting contract. Successful vendor must provide approximately 150 catalogs/price lists, at no charge, upon request. Additional catalogs/price lists may be required from the successful vendor at a later date. These shall be provided at no charge to the state. Vendor will be contacted directly by state agencies for catalogs and price lists.

Price lists may be required to be provided on 3 1/2" Computer Disk or CD ROM after award.

NOTE: State agencies may purchase any item listed in successful vendor's catalog/price list related to fasteners or fastening devices providing that item is less than \$400.00 after the percent discount is applied.

7. The Purchasing Division desires to enter into a fixed price contract with the successful vendor. The discount from list in the vendor(s) quote shall not be subject to any increase.
8. Deliveries shall be made within 10 working days after receipt of the order. Emergency orders shall be delivered within 5 working days after orders are placed. Spending units must be advised in writing if orders will be delayed for any reason.
9. All orders from this contract, with the exception of those totaling \$200.00 or less must be F.O.B. Destination to any West Virginia location. All orders less than \$200.00 shall be delivered FOB: Shipping Point. If the agency chooses to order less than the \$200.00 minimum, any transportation costs shall be invoiced as a separate charge on the invoice, with the freight invoice attached. Agencies may, at their discretion, purchase locally to avoid the transportation charges on orders that are less than \$200.00. Note: Stringing (issuing a series of requisitions or purchase orders to circumvent this limit) is a violation of purchasing policy.
10. The successful bidder shall not substitute any other brand of fasteners from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
11. Vendors must be either a manufacturer or a regular, stocking dealer for the products they propose to offer and must carry a reasonable inventory of these products to meet the needs of state agencies. Vendors must agree to allow their stockrooms and warehousing facilities to be inspected by State

FASTEN08 Specifications/Information

Purchasing at any time during the contract period. Verification of product quality is the responsibility of the vendor. The State of West Virginia may require certified mail test data, certifications or samples for testing of material bid. All costs of test samples is to be borne by the vendor as well as freight costs to and from the agency for such sample testing.

12. Successful vendor is to provide a quarterly report of purchases. This report shall contain a synopsis of the contract sales, including agency and dollar amount per agency and total dollar amount of sales. This report must also include any purchases made by any political subdivisions as well as state agencies in the State of WV. The report is to be delivered to Jo Ann Adkins, Senior Buyer, Purchasing Division, 2019 Washington Street East, Charleston, WV 25305-0130. Email: jo.a.adkins@wv.gov.
13. Packaging: Products are to be delivered in manufacturer's packaging specifying quantity per box. Agencies reserve the right to request special packaging.
14. Fastener Standards: All fasteners furnished pursuant to this contract must conform to the dimensional requirements of the latest edition of fastener standards, compiled by:

The Industrial Fasteners Institute
1905 East Ohio Bldg.
Cleveland, OH 44114

Nonconforming materials may be returned to the vendor at no expense to the State of West Virginia.

The fasteners requested should include but no be limited to: Grade 5, 8, metric, SAE and USS, plain and plated.

All fasteners should be American made with easily identifiable and traceable head markings.

15. Bid Information

Prior to submitting bids, vendors are cautioned to comply with all mandatory bid requirements and the following:

- Quote single percent discount from price list for all items.
- Include dated catalog/price list.
- Complete attached pricing pages.

FASTENERS Pricing Page

05/20/2006

Item #	PART # (Fastener)	ITEM	DESCRIPTION	ESTIMATED QUANTITY	List Price	Discount%	Unit Price	Total
1	38402 01981300	1/4"-20 Grade 8 Yellow Zinc Hex FWH Nut	FHN 1/4-20 YZ 8 01981300	5,000	1.18512	55.5%	.094	479.50
2	38404 01981700	5/16"-18 Grade 8 Yellow Zinc Hex FWH Nut	FHN 5/16-18 YZ 8	5,000	1.2447		1.028	514.00
3	1138406 01982100	3/8"-16 Grade 8 Yellow Zinc Full Hex Nut	3/8-16 FHN YZ 8	5,000	1.2617		1.163	581.50
4	1138410 01982300	1/2"-13 Grade 8 Yellow Zinc Full Hex Nut	1/2-13 FHN YZ 8	2,500	1.5964		1.265	662.50
5	58414 01983100	5/8"-11 Grade 8 Yellow Zinc Hex Full Nut	FHN 5/8-11 YZ 8	2,500	1.8523		1.3788	947.00
6	1138416 01983300	3/4"-10 Grade 8 Yellow Zinc Full Hex Nut	3/4-10 FHN YZ 8	2,500	1.2675		1.0325	1408.125
7	1133891 01981300	1/4" High Alloy Yellow Zinc Spill Lock Washer	1/4 HI-ALLOY LMV YZ	5,000	1.0321		1.0193	41.50
8	1133892 01981700	5/16" High Alloy Yellow Zinc Spill Lock Washer	5/16 HI-ALLOY LMV YZ	5,000	1.0466		1.0207	49.00
9	1133918 03482100	3/8" High Alloy Yellow Zinc Spill Lock Washer	3/8 HI-ALLOY LMV YZ	6,000	1.0686		1.0305	152.50
10	1133895 03483100	1/2" High Alloy Yellow Zinc Spill Lock Washer	HIGH ALLOY LMV 1/2 YZ	2,500	1.1383		1.0615	153.75

0348

0198

5003,375

FASTENERS Pricing Page

05/20/2008

Item #	PART # (Fastenal)	ITEM	DESCRIPTION	ESTIMATED QUANTITY	List Price	Discount%	Unit Price	Total
11	1133887 03483100	5/8" High Alloy Yellow Zinc Splice Lock Washer	HIGH ALLOY LW 5/8YZ	2500	.2431	55.5%	.1081	270.25
12	03483300	3/4" Yellow Zinc High Alloy Split Lock Washer	HALLOY LW 3/4YZ KG	2500	.4202		.1869	466.75
13	03111300	1/4" SAE Zinc Plated Thru Hard High Strength Flat Washer	SAE THRUHD 1/4 YZKG	5000	.0666		.0293	146.50
14	1433814 03111700	5/16 SAE Thru-Hard Yellow Zinc High Strength Washer	SAE THRUHD 5/16YZ	5000	.0758		.0337	168.50
15	33815 03112100	3/8" SAE Zinc Plated Thru Hard High Strength Flat Washer	SAE THRU HD 3/8YZ KG	5000	.0953		.0424	212.00
16	33817 03112900	1/2" SAE Zinc Plated Thru Hard High Strength Flat Washer	SAE THRU HD 1/2YZ KG	2500	.201		.0893	223.25
17	1133918 03113100	5/8 SAE Thru-Hard Yellow Zinc High Strength Washer	SAE THRUHD 5/8 YZ	2500	.3019		.1348	335.50
18	1133820 03113300	3/4 SAE Thru-Hard Yellow Zinc High Strength Washer	SAE THRUHD 3/4 YZ	2500	.5205		.2313	578.25
19	0115005 00421337	3/4-20 X 1 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS3/4-20X1YZB QPACK	5000	.1384		.1059	529.50
20	0115008 00421341	1/4-20 X 1 1/2 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS1/4-20X1 1/2YZBQP	5000	.13269		.1453	726.50

3657.00

FASTENERS Pricing Page

06/20/2008

Item #	PART # (Fashion #)	ITEM	DESCRIPTION	ESTIMATED QUANTITY	Unit Price	Discount %	Unit Price	Total
21	15011 00421345	1/4-20 x 2" Grade 8 Yellow Zinc Hex Cap Screw	HCS 1/4-20 x 2 YZ8	5000	1.379	55.5%	.1684	\$842.00
22	15013 00421347	1/4-20 x 2 1/2" Grade 8 Yellow Zinc Hex Cap Screw	HCS 1/4-20 x 2.5 YZ8	5000	1.4633			2059.102950
23	15015 00421349	1/4-20 x 3" Grade 8 Yellow Zinc Hex Cap Screw	HCS 1/4-20 x 3 YZ8	5000	1.5596			2487.124350
24	0115105 00422137	3/8-16 x 1 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8-16 X 1 YZ8 QPRA	5000	1.4658			1.207 1035.00
25	15107 00422139	3/8-16 x 1 1/4" Grade 8 Yellow Zinc Hex Cap Screw	HCS 3/8-16 X 1.25 YZ8	5000	1.4992			1.218 1109.00
26	15109 00422141	3/8-16 x 1 1/2" Grade 8 Yellow Zinc Hex Cap Screw	HCS 3/8-16 X 1.5 YZ8	5000	1.538			1.2392 1196.00
27	15111 00422145	3/8-16 x 2" Grade 8 Yellow Zinc Hex Cap Screw	HCS 3/8-16 X 2 YZ8	5000	1.618			1.2746 1373.00
28	15113 00422147	3/8-16 x 2 1/2" Grade 8 Yellow Zinc Hex Cap Screw	HCS 3/8-16 X 2.5 YZ8	5000	1.7046			1.3132 1566.00
29	15116 00422149	3/8-16 x 3" Grade 8 Yellow Zinc Hex Cap Screw	HCS 3/8-16 X 3 YZ8	5000	1.7896			1.351 1755.00
30	0115117 0042151	3/8-16 x 3 1/2" Grade 8 Yellow Zinc Hex Head Cap Screw	3/8-16x3 1/2 HCS YZ8	5000	1.0204			1.4536 2268.00

13417.00

FASTENERS Pricing Page

06/20/2008

Item #	PART # (Fastenal)	ITEM	DESCRIPTION	ESTIMATED QUANTITY	List Price	Discount%	Unit Price	Total
31	0145055	5/16-18 X 1 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS5/16-18X1YZB QPACK	5000	1.3196	55.5%	.442	710.00
32	15059	5/16-18 X 1 1/2" Grade 8 Yellow Zinc Hex Cap Screw	HCS 5/16-18 X1.5 YZB	5000	1.4209		.187	935.00
33	16031	5/16-18 X 2" Grade 8 Yellow Zinc Hex Cap Screw	HCS 5/16-18 X 2 YZB	5000	1.4824		.244	1072.00
34	0115063	5/16-18 X 2.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS5/16-18X2.5YZB QPA	5000	1.5594		.2496	1248.00
35	0115065	5/16-18 X 3 Grade 8 Yellow Zinc Hex Head Cap Screw	5/16-18 X 3 HCS YZ B	5000	1.6316		.2807	1403.50
36	0115205	1/2-13 X 1 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2-13X1YZB QPACK	2500	1.7194		.3464	866.00
37	15207	1/2-13 X 1 1/4" Grade 8 Yellow Zinc Hex Cap Screw	HCS 1/2-13 X1.25 YZB	2500	1.8422		.3762	940.50
38	15208	1/2-13 X 1 1/2" Grade 8 Yellow Zinc Hex Cap Screw	HCS 1/2-13 X 1.5 YZB	2500	1.9212		.4094	1023.50
39	0115211	1/2-13 X 2 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2-13X2YZB QPACK	2500	1.0556		.4692	1173.00
40	0115213	1/2-13 X 2.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2-13X2.5YZB QPA	2500	1.3698		.6088	1522.00

10893.50

FASTENDB Pricing Page

06/20/2008

Item #	PART # (Preferred)	ITEM	DESCRIPTION	ESTIMATED QUANTITY	List Price	Discount%	Unit Price	Total
41	422949	1/2-13 x 3" Grade 8 Yellow Zinc Hex Cap Screw	HCS 1/2-13 x 3 YZ8	2500	1.5618	55.5%	.694	1735.00
42	0115217	1/2-13 x 3 1/2 Grade 8 Yellow Zinc Hex Head Cap Screw	1/2-13x3 1/2 HCS YZ8	2500	1.7556		.7804	1951.00
43	16219	1/2-13 x 4" Grade 8 Yellow Zinc Hex Cap Screw	HCS 1/2-13 x 4 YZ8	2500	1.9148		.8508	2127.00
44	15305	5/8-11 x 1" Grade 8 Yellow Zinc Hex Cap Screw	5/8-11x1 HCS YZ 8	2500	1.3604		.6044	1510.00
45	0116309	5/8-11 x 1.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS5/8-11x1.5YZ8 QPA	2500	1.5732		1.6992	1748.00
46	0116311	5/8-11 x 2 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS5/8-11x2YZ8 QPACK	2500	1.9152		.8512	2128.00
47	0115313	5/8-11 x 2.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS5/8-11x2.5YZ8 QPA	2500	2.1936		.9148	2437.00
48	16315	5/8-11 x 3" Grade 8 Yellow Zinc Hex Cap Screw	HCS 5/8-11 x 3 YZ8	2500	2.1482		1.106	2765.00
49	16355	3/4-10 x 1" Grade 8 Yellow Zinc Hex Cap Screw	HCS 3/4-10 x 1 YZ8	2500	2.882		1.014	2535.00
50	0116359	3/4-10 x 1.5 Grade 8 Yellow Zinc Hex Head Cap Screw	HCS3/4-10x1.5YZ8 QPA	2500	2.3616		1.014	2624.00

21561.00

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: N.C.H.

Authorized Signature: [Signature] Date: 7-3-08

Purchasing Affidavit (Revised 08/15/07)



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50180
Charleston, WV 25305-0180

Request for Quotation

FASTEN08

1

JO ANN ADKINS
304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE

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

DATE PRINTED 06/09/2008	ISSUE NO. 07/22/2008	SIC CODE	EST. NO.	PROJECT NO.
BID OPENING DATE		BID OPENING TIME		
07/22/2008		01:30PM		

LINE	QUANTITY	UNIT	CA NO.	ITEM NUMBER	UNIT PRICE	TOTAL
0001	1	EA		615-71		
<p>*****ADDENDUM NO. 1*****</p> <p>1. BID OPENING DATE HAS BEEN MOVED TO 07/22/08.</p> <p>2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED (EXHIBIT 10). THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>*****END OF ADDENDUM NO. 1*****</p>						
FASTENERS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY 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.

[Handwritten Signature]

SIGNATURE

NCH - Partsmaster

COMPANY

7.22.08

DATE

REV. 11/96



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

Request for Quotation

FASTEN08

1

JO ANN ADKINS
804-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE

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

DATE FINED	TERMS OF SALE	SERIAL	COL	PASSED ITEMS	
06/11/2008					
BID OPENING DATE		BID OPENING TIME			
07/22/2008		01:30PM			
LINE	QUANTITY	UNIT	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 2*****					
1. CATALOG SUBMITTAL DATE HAS BEEN MOVED TO 06/23/08.					
2. REVISED FASTEN08 SPECIFICATIONS ATTACHED.					
*****END OF ADDENDUM NO. 2*****					
SEE REVISIONS DETAIL TERMS AND CONDITIONS					
SIGNATURE			TELEPHONE	DATE	
TITLE		FBN	ADDRESS CHANGES TO BE NOTED ABOVE		

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

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REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

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2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 90 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.

INSTRUCTIONS TO BIDDERS

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3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

FASTEN08 Specifications/Information

P2

All products furnished must be listed in a catalog that has been pre-approved by the Purchasing Division. This catalog must contain a product line broad enough to meet the fastener needs of the State of West Virginia. Each item in the catalog should be identifiable by a reference number.

1. Vendors who wish to bid catalogs must furnish the catalog and a written request to review and approve subject catalog by June 23, 2008. All requests shall be submitted to:

Purchasing Division
Attention: Jo Ann Adkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305-0130

2. The following catalogs have been pre-approved and may be used as an example of the product list desired by the State of West Virginia.

Mid State Bolt and Nut Company, Inc.
Fastenal Standard Catalog

3. The estimated annual value of this contract is \$65,000. This information is supplied as information only and should not be construed as any guarantee of future orders for any contract resulting from this request for quotation.
4. Pricing must be entered on the attached Pricing Page. All information requested should be provided. The quantities shown on this pricing page are for evaluation of bids only and must not be construed as any guarantee of future contract usage. For the convenience of bidders, the pricing page is available electronically, please request via email to jo.a.adkins@wv.gov. Vendors are requested to return the electronic version, in addition to the original bid to the Purchasing Division. NOTE: If any discrepancies occur between the paper copy and the electronic copy, the paper copy shall prevail.
5. Vendors shall provide a single percent discount. This discount rate must be extended to all items found and ordered from the price list and/or catalogs. Also, the discount shall be taken from the lowest price column (if more than one) shown on the price list. The vendor must list the "net discount price" for each item shown. The net discount price is the final price the vendor shall charge the State of West Virginia. Net discount price to be the price of individual pieces, cartons, or packages, whichever applies to each item listed.

FASTEN08 Specifications/Information

P3

6. Each vendor shall provide with their bid two (2) copies of the current dated and numbered catalog/price list schedule to which percent discount applies.

This catalog/price list shall be used with any resulting contract. Successful vendor must provide approximately 150 catalogs/price lists, at no charge, upon request. Additional catalogs/price lists may be required from the successful vendor at a later date. These shall be provided at no charge to the state. Vendor will be contacted directly by state agencies for catalogs and price lists.

Price lists may be required to be provided on 3 1/2" Computer Disk or CD ROM after award.

NOTE: State agencies may purchase any item listed in successful vendor's catalog/price list related to fasteners or fastening devices providing that item is less than \$400.00 after the percent discount is applied.

7. The Purchasing Division desires to enter into a fixed price contract with the successful vendor. The discount from list in the vendor(s) quote shall not be subject to any increase.
8. Deliveries shall be made within 10 working days after receipt of the order. Emergency orders shall be delivered within 5 working days after orders are placed. Spending units must be advised in writing if orders will be delayed for any reason.
9. All orders from this contract, with the exception of those totaling \$200.00 or less must be F.O.B. Destination to any West Virginia location. All orders less than \$200.00 shall be delivered FOB: Shipping Point. If the agency chooses to order less than the \$200.00 minimum, any transportation costs shall be invoiced as a separate charge on the invoice, with the freight invoice attached. Agencies may, at their discretion, purchase locally to avoid the transportation charges on orders that are less than \$200.00. **Note:** Stringing (issuing a series of requisitions or purchase orders to circumvent this limit) is a violation of purchasing policy.
10. The successful bidder shall not substitute any other brand of fasteners from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
11. Vendors must be either a manufacturer or a regular, stocking dealer for the products they propose to offer and must carry a reasonable inventory of these products to meet the needs of state agencies. Vendors must agree to allow their stockrooms and warehousing facilities to be inspected by State

FASTEN08 Specifications/Information

P4

Purchasing at any time during the contract period. Verification of product quality is the responsibility of the vendor. The State of West Virginia may require certified mill test data, certifications or samples for testing of material bid. All costs of test samples is to be borne by the vendor as well as freight costs to and from the agency for such sample testing.

12. Successful vendor is to provide a quarterly report of purchases. This report shall contain a synopsis of the contract sales, including agency and dollar amount per agency and total dollar amount of sales. This report must also include any purchases made by any political subdivisions as well as state agencies in the State of WV. The report is to be delivered to Jo Ann Adkins, Senior Buyer, Purchasing Division, 2019 Washington Street East, Charleston, WV 25305-0130. Email: jo.a.adkins@wv.gov.
13. Packaging: Products are to be delivered in manufacturer's packaging specifying quantity per box. Agencies reserve the right to request special packaging.
14. Fastener Standards: All fasteners furnished pursuant to this contract must conform to the dimensional requirements of the latest edition of fastener standards, compiled by:

The Industrial Fasteners Institute
1506 East Ohio Bldg.
Cleveland, OH 44114

Nonconforming materials may be returned to the vendor at no expense to the State of West Virginia.

The fasteners requested should include but no be limited to: Grade 5, 8, metric, SAE and USS, plain and plated.

All fasteners should be marked with easily identifiable and traceable head markings. The State of West Virginia prefers American made fasteners.

15. Bid Information

Prior to submitting bids, vendors are cautioned to comply with all mandatory bid requirements and the following:

- Quote single percent discount from price list for all items.
- Include dated catalog/price list.
- Complete attached pricing pages.