



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 11

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 933218

Procurement Type: Statewide MA (Open End)

Vendor ID: 000000217389

Legal Name: GRAYSON INDUSTRIES INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 01/11/2022

Response Time: 10:15

Responded By User ID: graysonind

First Name: Karen

Last Name: Rose

Email: graysonind@gmail.com

Phone: 866-720-0175

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC2200000003

Published Date: 12/28/21

Close Date: 1/12/22

Close Time: 13:30

Status: Closed

Solicitation Description: SWC - Miscellaneous Fasteners & Fastening Devices

Total of Header Attachments: 11

Total of All Attachments: 11



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 933218
Solicitation Description: SWC - Miscellaneous Fasteners & Fastening Devices
Proc Type: Statewide MA (Open End)

Solicitation Closes	Solicitation Response	Version
2022-01-12 13:30	SR 0212 ESR01112200000004112	1

VENDOR
 000000217389
 GRAYSON INDUSTRIES INC

Solicitation Number: CRFQ 0212 SWC2200000003
Total Bid: 0
Response Date: 2022-01-11
Response Time: 10:15:54
Comments:

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Miscellaneous Fasteners (See Exhibit_A Pricing Pages)	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
31162400			

Commodity Line Comments: Total 11 files are attached. Thank you for the opportunity to bid.

Extended Description:

Note: Vendor shall complete the Exhibit_A Pricing Pages for bid pricing and must attach with bid. If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A Pricing Pages to their bid.

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION

(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT

(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name:

By: Karen Rose, Pres.

Printed Name: Karen Rose

Title: President

Date: January 7, 2022

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules

Title 148. Department of Administration

Legislative Rule (Ser. 1)

Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

[Currentness](#)

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in [W. Va. Code § 5A-3-33d](#).

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in [W. Va. Code § 5A-3-33d](#) or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with [W. Va. Code § 5A-3-33e](#) and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to [W.Va. Code § 5A-3-33e\(e\)](#), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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Government Works.

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: GRAYSON INDUSTRIES, INC.

Authorized Signature: *Karen Rose* Date: January 7, 2022

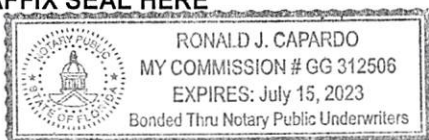
State of Florida

County of Broward, to-wit:

Taken, subscribed, and sworn to before me this 7 day of JAN, 2022.

My Commission expires JULY 15, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

REQUEST FOR QUOTATION
CRFQ 0212 SWC2200000003
(FASTEN22)
Miscellaneous Fasteners & Fastening Devices

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish an Open-end, Statewide Contract for Miscellaneous Fasteners and Fastening Devices. The Contract awarded from this Solicitation shall cover Eligible Items from the Vendor's Catalog. The Contract may be utilized by all West Virginia State Agencies and Political Subdivisions in the State's 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 "ANSI" means American National Standards Institute.

2.2 "AMSE" means Accredited Standards Developing Organization.

2.3 "ASTM" means American Society for Testing and Material.

2.4 "Catalog" means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.

2.5 "Catalog List Price" means the lowest retail list (before discount) 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 list price of \$4.00 and for evaluation purposes a per piece price of \$.02 (before discount). The Catalog List Price for any item is the minimum packaged quantity required for ordering and shipping, i.e., each, package, box, crate, pallet, etc. (See Units Provided for Catalog List Price for additional information below.)

2.6 "Single Discount Percentage" means a single percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category.

2.7 "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 List Price reduced by the Discount Percentage.

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(FASTEN22)
Miscellaneous Fasteners & Fastening Devices

- 2.8 “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.
- 2.9 “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.
- 2.10 “IFI”** means Industrial Fasteners Institute.
- 2.11 “ISO”** means the International Organization for Standardization.
- 2.12 “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.
- 2.13 “SAE”** means Society of Automotive Engineers.
- 2.14 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.15 “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.
- 2.16 “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.
- 2.17 “Unit Price”** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.18 “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 List Price of 20,000.)

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Miscellaneous Fasteners & Fastening Devices

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.

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 ANSI, ASME, ASTM, IFI, ISO SAE, or other appropriate specifications for that grade.

3.1.5 Vendor must provide certification for Eligible Item specifications upon request.

3.2 REPORTS: The Vendor shall provide quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

3.2.1 Ordering Entity;

3.2.2 Purchase order number;

3.2.3 Description;

3.2.4 Quantity;

3.2.5 Price.

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These reports will be provided in Excel format and sent via email to Mark.A.Atkins@wv.gov on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

Failure to provide the required reports may be grounds for contract cancellation.

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

4.1 Contract Award: This Contract is intended to provide the Agency with a discounted price on Eligible Contract Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the requested Eligible Items listed on the Pricing Pages.

4.2 Discount Percentage: Vendor shall quote **a Single Discount Percentage** that will reduce the lowest list 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 List 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 include all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because any additional 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 **Exhibit_A Pricing Pages** by filling in any blank spaces (shaded areas) 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

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manufacturer's number for each Eligible Item, Catalog Prices, Units Provided (pieces per package) for Catalog Price, Unit Prices, Discount Percentage, Discounted Unit Prices, Item Total Costs, and Total Bid Cost. The **Exhibit_A Pricing Pages** have been provided in Excel and formatted to automatically calculate the bid cost requirements. It is the vendors responsibility to ensure the calculations for their bid is correct before submitting. In the event of an error in the calculations, the Unit Price shall prevail. Vendor should complete all columns (shaded areas) 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 **Exhibit_A Pricing Pages** provide 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: Mark.A.Atkins@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 retail Catalog List Price, Units Provided (number of pieces included per package shipment) for Catalog List Price, and Single 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. However, it is the Vendor's responsibility to ensure the calculation for their bid is correct before submitting.

4.3.1.1 Unit Price Calculation – The Unit Price is calculated by dividing the Catalog List Price by the Units Provided (number of pieces included per package) for Catalog List Price.

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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.

4.3.1.3 Item Total Cost – The item total cost is calculated by multiplying the estimated unit quantity (per piece) 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 (per piece) 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.

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5. Catalog:

5.1 Submission. Vendor **must** submit a copy of the Catalog page(s) with the Part Number, Retail List Price, and the number of Units Provided (number of pieces per package in the Catalog List Price) clearly identified for each commodity item on the Exhibit_A Pricing Pages prior to award for evaluation purposes. The above referenced Catalog pages may be a screen shot effective as of the date of bid submission. Vendor shall also provide a weblink and login instructions or mail their 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 submitted catalog 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 retail Catalog List Price and Units Provided listed in the Catalog, the submitted Catalog List Price and Units Provided 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 to 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.

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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:

7.1 Delivery Time and Place: Vendor shall deliver standard orders within five (5) calendar days after orders are received. Vendor shall deliver emergency orders within two (2) calendar days 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.

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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.

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.

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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.

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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 Rose

Telephone Number: 866-720-0175 AND 954-868-2771

Fax Number: 954-720-0175

Email Address: graysonind@gmail.com

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Grayson Industries, Inc. Address: 7027 W. Broward Blvd., #327
Plantation, FL 33317

Name of Authorized Agent: Karen Rose Address: same as above

Contract Number: CRFQ SWC22*03 (FASTEN22) Contract Description: Miscellaneous Fasteners

Governmental agency awarding contract: WV Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: *Karen Rose* Date Signed: January 7, 2022

Notary Verification

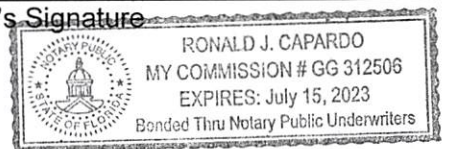
State of Florida, County of Broward:

I, Karen Rose, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 7 day of JAN, 2022.

Ronald J. Capardo
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: Purchasing Division



Vendors Should Complete All Columns

Pricing Page Eligible Item Description						Discounted Unit Price Calculation					Bid Total 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		Catalog List Price (includes minimum quantities per package ordered/shipped)	Units Provided (individual pieces per package) for Catalog List Price	Unit Price (per piece)	Single Discount Percentage	Discounted Unit Price (per piece)	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price (per piece)	Item Total Cost (per piece)
1	1/4" 20 Grade 8 Yellow Zinc Hex Head Full Nut	FHN 1/4-20 YZ 8	Grayson	39601	BOX	\$ 1.49	100	\$0.0149	0.0%	\$0.0149	1 - Nut	5,000	\$0.0149	74.500
2	5/16"-18 Grade 8 Yellow Zinc Hex Full Nut	FHN 5/16 -18 YZ 8	Grayson	39602	BOX	\$ 2.27	100	\$0.0227	0.0%	\$0.0227	1 - Nut	5,000	\$0.0227	113.500
3	3/8" - 16 Grade 8 Yellow Zinc Full Hex Nut	FHN 3/8 - 16 YZ 8	Grayson	39603	BOX	\$ 2.89	100	\$0.0289	0.0%	\$0.0289	1 - Nut	5,000	\$0.0289	144.500
4	1/2" - 13 Grade 8 Yellow Zinc Full Hex Nut	FHN 1/2 - 13 YZ 8	Grayson	39605	BOX	\$ 3.73	50	\$0.0745	0.0%	\$0.0745	1 - Nut	2,500	\$0.0745	186.250
5	5/8" - 11 Grade 8 Yellow Zinc Hex Full Nut	FHN 5/8 - 11 YZ 8	Grayson	39607	BOX	\$ 4.09	50	\$0.0818	0.0%	\$0.0818	1 - Nut	2,500	\$0.0818	204.500
6	3/4" - 10 Grade 8 Yellow Zinc Hex Full Nut	FHN 3/4 - 10 YZ 8	Grayson	39608	BOX	\$ 3.25	25	\$0.1300	0.0%	\$0.1300	1 - Nut	2,500	\$0.1300	325.000
7	1/4" - High Alloy Yellow Zinc Split Lock Washer	1/4 Hi-Alloy L/W YZ	Grayson	39725	BOX	\$ 1.00	100	\$0.0100	0.0%	\$0.0100	1 - Washer	5,000	\$0.0100	50.000
8	5/16" - High Alloy Yellow Zinc Split Lock Washer	5/16 Hi-Alloy L/W YZ	Grayson	39726	BOX	\$ 1.03	100	\$0.0103	0.0%	\$0.0103	1 - Washer	5,000	\$0.0103	51.500
9	3/8" - High Alloy Yellow Zinc Split Lock Washer	3/8 Hi-Alloy L/W YZ	Grayson	39727	BOX	\$ 2.36	100	\$0.0236	0.0%	\$0.0236	1 - Washer	2,500	\$0.0236	59.000
10	1/2" - High Alloy Yellow Zinc Split Lock Washer	1/2 Hi-Alloy L/W YZ	Grayson	39729	BOX	\$ 2.62	50	\$0.0524	0.0%	\$0.0524	1 - Washer	2,500	\$0.0524	131.000
11	5/8" - High Alloy Yellow Zinc Split Lock Washer	5/8 Hi-Alloy L/W YZ	Grayson	39731	BOX	\$ 2.61	25	\$0.1042	0.0%	\$0.1042	1 - Washer	2,500	\$0.1042	260.500
12	3/4" - High Alloy Yellow Zinc Split Lock Washer	3/4 Hi-Alloy L/W YZ	Grayson	39732	BOX	\$ 3.72	25	\$0.1486	0.0%	\$0.1486	1 - Washer	5,000	\$0.1486	743.000

EXHIBIT_A Pricing Pages

CRFQ 0212 SWC220000003

(FASTEN22) -

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	
13	1/4" - Hard High Strength Yellow Zinc Flat Washer	SAE THR HD 1/4 YZ KG	Grayson	36701	BOX
14	5/16" - Hard High Strength Yellow Zinc Flat Washer	SAE THR HD 5/16 YZ KG	Grayson	36702	BOX
15	3/8" - Hard High Strength Yellow Zinc Flat Washer	SAE THR HD 3/8 YZ KG	Grayson	36703	BOX
16	1/2" - Hard High Strength Yellow Zinc Flat Washer	SAE THR HD 1/2 YZ KG	Grayson	36705	BOX
17	5/8" - Hard High Strength Yellow Zinc Flat Washer	SAE THR HD 5/8 YZ KG	Grayson	36707	BOX
18	3/4" - Hard High Strength Yellow Zinc Flat Washer	SAE THR HD 3/4 YZ KG	Grayson	36708	BOX
19	1/4" - 20 x 1" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/4 - 20 x 1 YZ8	Grayson	39004	BOX
20	1/4" - 20 x 2" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/4 - 20 x 2 YZ8	Grayson	39008	BOX
21	1/4" - 20 x 3" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/4 - 20 x 3 YZ8	Grayson	39012	BOX
22	3/8" - 16 x 1" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 16 x 1 YZ8	Grayson	39054	BOX
23	3/8" - 16 x 2" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 16 x 2 YZ8	Grayson	39058	BOX
24	3/8" - 16 x 3" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/8 - 16 x 3 YZ8	Grayson	39062	BOX
25	5/16" - 18 x 1" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/16 - 18 x 1 YZ8	Grayson	39029	BOX
26	5/16" - 18 x 2" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/16 - 18 x 2 YZ8	Grayson	39033	BOX
27	5/16" - 18 x 3" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/16 - 18 x 3 YZ8	Grayson	39037	BOX
28	1/2" - 13 x 1" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2 - 13 x 1 YZ8	Grayson	39104	BOX
29	1/2" - 13 x 2" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2 - 13 x 2 YZ8	Grayson	39108	BOX
30	1/2" - 13 x 3" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 1/2 - 13 x 3 YZ8	Grayson	39112	BOX

Discounted Unit Price Calculation				
Catalog List Price (includes minimum quantities per package ordered/shipped)	Units Provided (individual pieces per package) for Catalog List Price	Unit Price (per piece)	Single Discount Percentage	Discounted Unit Price (per piece)
\$ 0.55	100	\$0.0055	0.0%	\$0.0055
\$ 0.61	100	\$0.0061	0.0%	\$0.0061
\$ 0.63	100	\$0.0063	0.0%	\$0.0063
\$ 0.45	50	\$0.0089	0.0%	\$0.0089
\$ 0.59	25	\$0.0236	0.0%	\$0.0236
\$ 2.40	25	\$0.0961	0.0%	\$0.0961
\$ 1.56	100	\$0.0156	0.0%	\$0.0156
\$ 5.99	100	\$0.0599	0.0%	\$0.0599
\$ 9.78	100	\$0.0978	0.0%	\$0.0978
\$ 10.24	100	\$0.1024	0.0%	\$0.1024
\$ 14.72	100	\$0.1472	0.0%	\$0.1472
\$ 18.99	100	\$0.1899	0.0%	\$0.1899
\$ 5.24	100	\$0.0524	0.0%	\$0.0524
\$ 10.36	100	\$0.1036	0.0%	\$0.1036
\$ 16.36	100	\$0.1636	0.0%	\$0.1636
\$ 7.76	50	\$0.1552	0.0%	\$0.1552
\$ 14.21	50	\$0.2842	0.0%	\$0.2842
\$ 10.13	25	\$0.4050	0.0%	\$0.4050

Bid Total Calculation			
Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price (per piece)	Item Total Cost (per piece)
1 - Washer	5,000	\$0.0055	27.500
1 - Washer	5,000	\$0.0061	30.500
1 - Washer	5,000	\$0.0063	31.500
1 - Washer	2,500	\$0.0089	22.250
1 - Washer	2,500	\$0.0236	59.000
1 - Washer	2,500	\$0.0961	240.250
1 - Screw	5,000	\$0.0156	78.000
1 - Screw	5,000	\$0.0599	299.500
1 - Screw	5,000	\$0.0978	489.000
1 - Screw	5,000	\$0.1024	\$512.000
1 - Screw	5,000	\$0.1472	\$736.000
1 - Screw	5,000	\$0.1899	\$949.500
1 - Screw	5,000	\$0.0524	\$262.000
1 - Screw	5,000	\$0.1036	\$518.000
1 - Screw	5,000	\$0.1636	\$818.000
1 - Screw	2,500	\$0.1552	\$388.000
1 - Screw	5,000	\$0.2842	\$1,421.000
1 - Screw	5,000	\$0.4050	\$2,025.000

EXHIBIT_A Pricing Pages

CRFQ 0212 SWC220000003

(FASTEN22) -

Vendors Should Complete All Columns

Pricing Page Eligible Item Description						Discounted Unit Price Calculation					Bid Total 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		Catalog List Price (includes minimum quantities per package ordered/shipped)	Units Provided (individual pieces per package) for Catalog List Price	Unit Price (per piece)	Single Discount Percentage	Discounted Unit Price (per piece)	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price (per piece)	Item Total Cost (per piece)
31	5/8" - 11 x 1" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/8 - 11 x 1 YZ8	Grayson	39145	BOX	\$ 6.73	25	\$0.2692	0.0%	\$0.2692	1 - Screw	5,000	\$0.2692	\$1,346.000
32	5/8" - 11 x 2" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/8 - 11 x 2 YZ8	Grayson	39149	BOX	\$ 8.72	25	\$0.3488	0.0%	\$0.3488	1 - Screw	2,500	\$0.3488	\$872.000
33	5/8" - 11 x 3" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 5/8 - 11 x 3 YZ8	Grayson	39153	BOX	\$ 8.70	25	\$0.3480	0.0%	\$0.3480	1 - Screw	2,500	\$0.3480	\$870.000
34	3/4" - 10 x 1.5" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/4 - 10 x 1 YZ8	Grayson	39170	BOX	\$ 17.29	25	\$0.6916	0.0%	\$0.6916	1 - Screw	2,500	\$0.6916	\$1,729.000
35	3/4" - 10 x 2" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/4 - 10 x 2 YZ8	Grayson	39172	BOX	\$ 19.25	25	\$0.7700	0.0%	\$0.7700	1 - Screw	2,500	\$0.7700	\$1,925.000
36	3/4" - 10 x 3" Grade 8 Yellow Zinc Hex Head Cap Screw	HCS 3/4 - 10 x 3 YZ8	Grayson	39176	BOX	\$ 23.24	25	\$0.9296	0.0%	\$0.9296	1 - Screw	2,500	\$0.9296	\$2,324.000

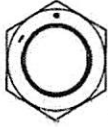
Total Bid Cost	\$ 20,316.25
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*List Single Discount Percentage:			
* Discount Percentage entered will populate spreadsheet for all itmes above			
			CONTRACT SINGLE DISCOUNT PERCENTAGE
	Single Discount Percentage for All catalog Items		0.00%

Vendor Company Name:	GRAYSON INDUSTRIES, INC.
Contract Manager:	KAREN ROSE
Phone:	866-720-0175 AND 954-866-2771
Email:	GRAYSONIND@GMAIL.COM

Cap Screws & Matching Components

Grade 8 Finished Hex Nuts



- High strength, medium carbon, quenched & tempered steel gives superior assembly performance with Bowma-Torq®/Grade 8 cap screws. Eliminates "stripping out" caused by inferior grade nuts.
- Gold unichrome™ plating provides corrosion resistance that is superior to standard industrial platings.
- ANSI class 2B thread fit assures fully formed, precision fitting threads that provide complete and continuous clamping force.
- Meets association specifications
- ANSI 18.2.2
- SAE J995 Grade 8
- Chamfered first thread for proper seating and easy thread engagement.
- Precision double chamfered hex prevents interference of parent material or washer with bearing surface without limiting wrenching area.
- Smooth bearing surface distributes load evenly for constant, consistent clamping.
- Concentric circle grain design gives added strength to prevent cracking and splitting for safe, long service life.
- Recommended for multi-purpose use with Bowma-Torq®/Grade 8 cap screws and other fasteners rated SAE Grade 8.



- UNC (USS) or UNF (SAE)
- Exceeds SAE J995 Grade 8 specifications
- Medium carbon steel
- Through-hardened
- 150,000 psi proof load

UNC Part No.	Size (In.)	UNF Part No.	Size (In.)	Unit
39601	1/4-20	39611	1/4-28	100
MP39601	1/4-20	MP39611	1/4-28	50
39602	5/16-18	39612	5/16-24	100
MP39602	5/16-18	MP39612	5/16-24	50
39603	3/8-16	39613	3/8-24	100
MP39603	3/8-16	MP39613	3/8-24	50
39604	7/16-14	39614	7/16-20	50
MP39604	7/16-14	MP39614	7/16-20	25
39605	1/2-13	39615	1/2-20	50
MP39605	1/2-13	MP39615	1/2-20	25
39606	5/8-12	39616	5/8-18	50
MP39606	5/8-12	MP39616	5/8-18	25
39607	5/8-11	39617	5/8-18	50
MP39607	5/8-11	MP39617	5/8-18	25
39608	3/4-10	39618	3/4-16	25
39609	7/8-9	39619	7/8-14	25
39610	1-8	39620	1-14	25
39610-11/8	1 1/8-7	39620-11/8	1 1/8-12	10
39610-11/4	1 1/4-7	39620-11/4	1 1/4-12	10

Bowmalloy® Through-Hardened Flat Washers – Zinc Yellow Narrow (SAE)



- Made in USA
- Meets ANSI/ASME B18.22.1 1965 (R1981) specifications
- Carbon steel

Mini Pack Part No.	Bolt Size (In.)	LD. (In.)	O.D. (In.)	Thickness (In.)	Unit
36701	1/4	3/8	5/8	.067 - .080	100
36702	5/16	11/32	1 1/4	.067 - .080	100
36703	3/8	13/32	1 3/4	.067 - .080	100
36704	7/16	15/32	2 1/4	.067 - .080	50
36705	1/2	17/32	2 1/2	.108 - .121	50
36706	5/8	19/32	2 3/4	.108 - .121	25
36707	3/4	21/32	3 1/4	.108 - .121	25
36708	7/8	23/32	3 3/4	.136 - .160	25
*	1	25/32	4 1/4	.136 - .160	-
*	1 1/8	27/32	4 3/4	.136 - .160	-
*	1 1/4	29/32	5 1/4	.168 - .192	-
*	1 1/2	31/32	5 3/4	.168 - .192	-

Standard Pack		Bulk Pack		Bolt Size (In.)
Part No.	Unit	Part No.	Unit	
39701	200	36711	1000	1/4
39702	200	36712	1000	5/16
39703	200	36713	500	3/8
39704	100	36714	500	7/16
39705	100	36715	200	1/2
39706	50	36716	200	5/8
39707	50	36717	150	3/4
39708	50	36718	125	7/8
39709	20	36719	80	1
39710	20	36720	60	1 1/8
39711	20	36721	50	1 1/4
39712	20	36722	35	1 1/2
*	-	36724	25	1 3/4

Bowmalloy® Through-Hardened Flat Washers – Zinc Yellow Wide (USS)



- Made in USA
- Meets ANSI/ASME B18.22.1 1965 (R1981) specifications
- Carbon steel

Mini Pack Part No.	Bolt Size (In.)	I.D. (In.)	O.D. (In.)	Thickness (In.)	Unit
36750	1/4	3/8	5/8	.067 - .080	150
36751	5/16	3/8	7/8	.083 - .104	100
36752	3/8	7/16	1	.083 - .104	75
36753	7/16	1/2	1 1/4	.083 - .104	50
36754	1/2	9/16	1 3/8	.112 - .132	25
36755	5/8	3/4	1 1/2	.112 - .132	25
36756	3/4	11/16	1 3/4	.136 - .160	15
36757	7/8	13/16	2	.148 - .177	10
*	1	1 1/8	2 1/4	.168 - .213	-
*	1 1/4	1 1/4	2 3/4	.168 - .213	-
*	1 1/2	1 3/8	3	.168 - .213	-
*	1 3/4	1 3/4	3 1/2	.168 - .213	-

Standard Pack		Bulk Pack		Bolt Size (In.)
Part No.	Unit	Part No.	Unit	
39750	200	36765	750	1/4
39751	200	36766	500	5/16
39752	200	36767	300	3/8
39753	100	36768	250	7/16
39754	100	36769	125	1/2
39755	50	36770	100	5/8
39756	50	36771	75	3/4
39757	50	*	-	7/8
39758	20	36773	35	1
39759	20	36774	30	1 1/8
39760	20	*	-	1 1/4
39761	20	*	-	1 1/2
*	-	36777	15	1 3/4

Bowmalloy® Lock Washers



- Made in USA
- Meets ANSI/ASME B18.21.1 specifications
- High alloy carbon steel
- Through-hardened
- Mechanical zinc plated with yellow dichromate finish
- Non-linking type

Continued on next page

GRAYSON INDUSTRIES, INC.

Toll Free Phone: (866) 720-0175 • email: graysonind@gmail.com • Fax (24 hrs.): (954) 720-0175

*** ALL NET PRICES ALREADY DISCOUNTED 80% ***

GRAYSON NET PRICES - Effective Date 11/01/2021

ITEM NO.	NET PRICE	UOM	QUAN BOX	ITEM NO.	NET PRICE	UOM	QUAN BOX	ITEM NO.	NET PRICE	UOM	QUAN BOX
36576.....	0.1650	EA	100	36658.....	0.3380	EA	25	36696.....	119.1874	EA	1
36577.....	0.2024	EA	100	36659-B.....	1.0266	EA	100	36697.....	161.5542	EA	1
36578.....	0.3377	EA	50	36659.....	1.2708	EA	25	36698.....	15.5000	EA	1
36579.....	0.4172	EA	50	3666.....	0.2759	EA	25	36699.....	16.0000	EA	1
36580.....	0.5611	EA	50	36660-B.....	1.3698	EA	100	36700.....	18.0000	EA	1
36581.....	0.6555	EA	50	36660.....	1.7967	EA	10	36701-HD.....	0.1307	EA	125
36582.....	1.1630	EA	25	36661-1.....	3.0362	EA	10	36701.....	0.0055	EA	100
36583.....	1.6709	EA	25	36661-B.....	2.6398	EA	50	36702-HD.....	0.1517	EA	100
36584.....	4.4613	EA	25	36661.....	2.9620	EA	10	36702.....	0.0061	EA	100
36601.....	0.1377	EA	100	36662-1.....	3.9266	EA	10	36703-HD.....	0.1686	EA	75
36602.....	0.1714	EA	100	36662-B.....	3.1650	EA	50	36703.....	0.0063	EA	100
36603.....	0.1925	EA	100	36662.....	3.6464	EA	10	36704-HD.....	0.1869	EA	60
36604.....	0.2368	EA	50	36663.....	6.2222	EA	5	36704.....	0.0315	EA	50
36605.....	0.3500	EA	50	36664.....	7.2338	EA	5	36705-HD.....	0.3081	EA	25
36606.....	0.5042	EA	50	36665.....	2.1888	EA	5	36705.....	0.0089	EA	50
36607.....	0.8075	EA	50	36666.....	2.7773	EA	5	36706-HD.....	0.5848	EA	25
36608.....	1.1508	EA	25	36667.....	3.4310	EA	5	36706.....	0.0587	EA	25
36609.....	1.8751	EA	25	36668-1.....	1.0621	EA	50	36707-HD.....	0.6026	EA	15
36610-11/2.....	11.4609	EA	10	36668-2.....	0.3033	EA	50	36707.....	0.0236	EA	25
36610-11/4.....	7.2035	EA	10	36668.....	0.8856	EA	50	36708-HD.....	0.6980	EA	15
36610-11/8.....	5.6580	EA	10	3667.....	0.2759	EA	25	36708.....	0.0961	EA	25
36610-13/4.....	25.4074	EA	5	36670.....	0.6027	EA	50	36711-HD.....	0.1145	EA	500
36610-2.....	30.9354	EA	5	36671.....	0.9040	EA	50	36711.....	0.0295	EA	1000
36610.....	3.6714	EA	25	36672-1.....	1.2560	EA	50	36712-HD.....	0.1302	EA	500
36611.....	0.1377	EA	100	36672.....	0.4000	EA	100	36712.....	0.0433	EA	1000
36612.....	0.1714	EA	100	36673.....	1.3075	EA	50	36713-HD.....	0.1453	EA	300
36613.....	0.1925	EA	100	36674-1.....	1.2060	EA	25	36713.....	0.0704	EA	500
36614.....	0.2368	EA	50	36674-2.....	2.6076	EA	25	367137.....	2.4327	EA	5
36615.....	0.3500	EA	50	36674-3.....	4.3990	EA	5	36714-HD.....	0.1643	EA	300
36616.....	0.5042	EA	50	36674-4.....	6.2222	EA	5	36714.....	0.0785	EA	500
36617.....	0.8075	EA	50	36674.....	1.8217	EA	25	36715-HD.....	0.2771	EA	150
36618.....	1.1508	EA	25	36675.....	15.6000	EA	1	36715.....	0.1163	EA	200
36619.....	1.8751	EA	25	36676.....	17.8500	EA	1	36716-HD.....	0.5333	EA	125
3662.....	0.2207	EA	25	36677.....	19.1000	EA	1	36716.....	0.1931	EA	200
36620-11/2.....	11.4609	EA	10	36678.....	23.2000	EA	1	36717-HD.....	0.5537	EA	75
36620-11/4.....	7.2035	EA	10	36679-1.....	29.0000	EA	1	36717.....	0.2125	EA	150
36620-11/8.....	5.6580	EA	10	36679.....	33.2500	EA	1	36718-HD.....	0.5860	EA	75
36620-2.....	30.9354	EA	5	36680.....	39.2500	EA	1	36718.....	0.3795	EA	125
36620.....	3.6714	EA	25	36681.....	45.3000	EA	1	36719-HD.....	0.9764	EA	15
366240.....	48.2877	EA	1	36682.....	49.4500	EA	1	36719.....	0.4880	EA	80
3663.....	0.2207	EA	25	36683.....	58.1000	EA	1	36720-HD.....	1.2706	EA	15
3664.....	0.2389	EA	25	36684.....	53.1500	EA	1	36720.....	0.6167	EA	60
3665.....	0.2389	EA	25	36685.....	59.5937	EA	1	36721-HD.....	1.5578	EA	10
36650.....	2.2764	EA	5	36686.....	47.2548	EA	1	36721.....	0.9566	EA	50
36651.....	2.8884	EA	5	36687.....	51.6534	EA	1	36722-HD.....	1.8444	EA	10
36652.....	3.5682	EA	5	36688-1.....	23.5000	EA	1	36722.....	1.5687	EA	35
36653.....	0.2241	EA	50	36688.....	20.0000	EA	1	36724-HD.....	2.6397	EA	10
36654.....	0.2691	EA	50	36689-1.....	30.4000	EA	1	36724.....	1.7084	EA	25
36655-1.....	0.3854	EA	25	36689.....	28.0000	EA	1	36725.....	0.0657	EA	200
36655.....	0.3036	EA	25	36690-1.....	42.1000	EA	1	36726.....	0.1188	EA	200
36656-1.....	0.5458	EA	25	36690.....	41.2500	EA	1	36727.....	0.1500	EA	200
36656-B.....	0.3987	EA	100	36691N.....	44.3500	LG	1	36728.....	0.2163	EA	200
36656.....	0.4965	EA	25	36692N.....	48.8500	LG	1	36729.....	0.3249	EA	200
36657-B.....	0.4639	EA	100	36693.....	60.1000	EA	1	36730.....	0.4446	EA	100
36657.....	0.2425	EA	25	36694.....	78.9000	EA	1	36731.....	0.5670	EA	100
36658-B.....	0.5916	EA	100	36695.....	106.2999	EA	1	36732.....	0.7488	EA	50

*** ALL NET PRICES ALREADY DISCOUNTED 80% ***

GRAYSON NET PRICES - Effective Date 11/01/2021

ITEM NO.	NET PRICE	UOM	QUAN BOX	ITEM NO.	NET PRICE	UOM	QUAN BOX	ITEM NO.	NET PRICE	UOM	QUAN BOX
38773-1	1.3613	EA	2	38914	47.2241	EA	1	39068	1.3492	EA	25
38773	2.3108	EA	2	38922	37.4286	EA	1	39069	1.5595	EA	25
38774-1	1.4071	EA	2	389A	0.3478	EA	25	39070	1.6144	EA	25
38774	2.5016	EA	2	38A	0.4260	EA	25	39071	5.2865	EA	10
38775-1	1.4130	EA	2	39	0.9220	EA	10	39072	5.5168	EA	10
38775	5.1516	EA	2	390	0.3478	EA	25	39074	5.5750	EA	10
38776-1	1.5007	EA	2	39000	0.5595	EA	100	39077	0.5890	EA	50
38776	5.5438	EA	2	39001	0.5652	EA	100	39079	0.6217	EA	50
38777-1	1.5809	EA	2	39002	0.5667	EA	100	39080	0.6571	EA	50
38777	6.0632	EA	2	39003	0.5674	EA	100	39081	0.7048	EA	50
38778-1	1.7439	EA	2	39004	0.0156	EA	100	39082	0.7426	EA	50
38778	6.3918	EA	2	39005	0.5870	EA	100	39083	0.7669	EA	50
38779	8.3834	EA	2	39006	0.0598	EA	100	39084	0.8041	EA	50
38780	9.2179	EA	2	39007	0.6500	EA	100	39085	0.8431	EA	50
38781	7.7080	EA	2	39008	0.0599	EA	100	39086	0.8821	EA	25
38825	0.8202	EA	10	39009	0.7070	EA	100	39087	0.9325	EA	25
38827	0.7041	EA	10	39010	0.1650	EA	100	39089	1.1197	EA	25
38829	1.0818	EA	10	39011	0.7502	EA	100	39091	1.2292	EA	25
38830	1.1829	EA	10	39012	0.0978	EA	100	39092	1.4377	EA	25
38835	1.5661	EA	10	39013	0.8795	EA	50	39093	1.4888	EA	25
38838	1.6657	EA	10	39014	0.9800	EA	50	39095	2.0098	EA	25
38839	1.7344	EA	10	39015	1.5623	EA	50	39102	0.7315	EA	50
38844	2.0352	EA	10	39025	0.0970	EA	100	39104	0.1552	EA	50
38845	1.8821	EA	10	39026	0.1223	EA	100	39105	0.1633	EA	50
38847	1.9542	EA	10	39027	0.1475	EA	100	39106	0.1717	EA	50
38848	1.9851	EA	10	39028	0.2225	EA	100	39107	0.9330	EA	50
38849	2.0812	EA	10	39029	0.0524	EA	100	39108	0.2842	EA	50
38851	2.2598	EA	10	39030	0.5538	EA	100	39109	1.0050	EA	25
38868	0.1472	EA	50	39031	0.1528	EA	100	39110	0.3327	EA	25
38869	0.2580	EA	50	39032	0.6025	EA	100	39111	1.1225	EA	25
38870-1	0.6548	EA	50	39033	0.1036	EA	100	39112	0.4050	EA	25
38870	0.2183	EA	50	39034	0.7410	EA	100	39113	1.3325	EA	25
38871	0.5170	EA	50	39035	0.2464	EA	100	39114	0.1538	EA	25
38872	0.3070	EA	50	39036	0.7980	EA	100	39116	0.1648	EA	25
38873	0.3682	EA	50	39037	0.1636	EA	100	39117	1.6138	EA	25
38874	0.3682	EA	50	39038	0.8500	EA	50	39118	1.7209	EA	25
38875	0.4509	EA	50	39039	0.8870	EA	50	39119	2.2558	EA	25
38876	0.5556	EA	50	39040-1	1.0229	EA	50	39120	2.3794	EA	25
38877	0.5942	EA	50	39040	1.0054	EA	50	39121	6.8008	EA	10
38878-1	1.7418	EA	50	39042	1.2515	EA	50	39122	6.8508	EA	10
38879-1	0.5788	EA	25	39050	0.5320	EA	100	39123	6.9500	EA	10
38879	0.7981	EA	50	39052	0.5400	EA	100	39124	7.6550	EA	10
38880	0.7485	EA	50	39053	0.5689	EA	100	39129	1.0963	EA	25
38890	0.2347	EA	100	39054	0.1024	EA	100	39130	1.1425	EA	25
38891	0.2672	EA	100	39055	0.1263	EA	100	39131	1.1812	EA	25
38892	0.3479	EA	100	39056	0.1729	EA	100	39132	1.2736	EA	25
38893-1	0.4314	EA	50	39057	0.6500	EA	100	39133	1.3558	EA	25
38893	0.4129	EA	50	39058	0.1472	EA	100	39135	1.4749	EA	10
38894	1.5984	EA	50	39059	0.7410	EA	50	39137	1.6198	EA	10
38895	0.6109	EA	50	39060	0.2919	EA	50	39139	1.7998	EA	10
38896	1.2127	EA	25	39061	0.8000	EA	50	39141	1.9975	EA	10
38897-1	9.1422	EA	10	39062	0.1899	EA	100	39143	2.3182	EA	10
389	27.6067	EA	3	39063	0.8800	EA	50	39145	0.2692	EA	25
38901	18.4300	EA	1	39064	0.9700	EA	50	39146	1.2900	EA	25
38903	20.0553	EA	1	39066	1.0912	EA	25	39147	0.6260	EA	25
38910	20.8278	EA	1	39067	1.2904	EA	25	39148	1.5500	EA	25

GRAYSON NET PRICES - Effective Date 11/01/2021

ITEM NO.	NET PRICE	QUAN UOM BOX	ITEM NO.	NET PRICE	QUAN UOM BOX	ITEM NO.	NET PRICE	QUAN UOM BOX
39149.....	0.3488	EA 25	39221.....	7.4646	EA 10	39356.....	0.5390	EA 100
39150.....	1.7415	EA 25	39222.....	7.9098	EA 10	39357.....	0.5500	EA 100
39151.....	0.5045	EA 25	39223.....	8.4504	EA 10	39358.....	0.6350	EA 50
39152.....	1.9600	EA 25	39224.....	9.1500	EA 10	39359.....	0.6410	EA 50
39153.....	0.3480	EA 25	39225.....	9.6588	EA 10	39360.....	0.6780	EA 50
39154.....	2.0750	EA 25	39227.....	22.0541	EA 2	39361.....	0.7000	EA 50
39155.....	2.2410	EA 25	39229.....	27.1058	EA 2	39362.....	0.7515	EA 50
39157.....	2.3025	EA 25	39230.....	13.6883	EA 5	39364.....	0.8350	EA 50
39158.....	2.3990	EA 25	39231.....	16.3295	EA 5	39366.....	0.9912	EA 25
39159.....	2.4655	EA 25	39232.....	16.3457	EA 5	39367.....	1.1904	EA 25
39160.....	2.7317	EA 25	39233.....	19.5380	EA 5	39368.....	1.2492	EA 25
39161.....	2.9618	EA 25	39234.....	21.9965	EA 5	39377.....	0.4890	EA 50
39163.....	8.1016	EA 10	39235.....	24.5906	EA 5	39379.....	0.5217	EA 50
39165.....	15.1243	EA 5	39236.....	27.9825	EA 5	39380.....	0.5571	EA 50
39167.....	18.9626	EA 5	39237.....	31.3640	EA 5	39381.....	0.6048	EA 50
39168.....	22.8536	EA 5	39238.....	36.3884	EA 5	39382.....	0.6426	EA 50
39169-1.....	2.4950	EA 25	39240.....	16.7477	EA 5	39383.....	0.6669	EA 50
39169.....	0.1049	EA 25	39241.....	21.1157	EA 5	39384.....	0.7041	EA 50
39170.....	0.6916	EA 25	39242.....	21.3938	EA 5	39385.....	0.7431	EA 50
39171.....	2.5800	EA 25	39243.....	21.8228	EA 5	39386.....	0.7821	EA 25
39172.....	0.7700	EA 25	39244.....	24.0725	EA 2	39387.....	0.8325	EA 25
39173.....	2.6520	EA 25	39245.....	30.8183	EA 2	39389.....	1.0197	EA 25
39174.....	0.9259	EA 25	39246.....	32.6117	EA 2	39391.....	1.1292	EA 25
39175.....	2.7230	EA 25	39247.....	34.3388	EA 2	394.....	28.0200	EA 3
39176.....	0.9296	EA 25	39248.....	39.8400	EA 2	39404.....	0.7620	EA 50
39177.....	2.8047	EA 25	39249.....	40.8461	EA 2	39405.....	0.7925	EA 50
39178.....	2.2479	EA 25	39250.....	41.1038	EA 2	39406.....	0.8200	EA 50
39180.....	2.2500	EA 10	39251.....	45.4775	EA 2	39407.....	0.8330	EA 50
39181.....	3.3482	EA 10	39252.....	47.6372	EA 2	39408.....	0.8470	EA 50
39182.....	3.4754	EA 10	39254.....	45.8552	EA 2	39409.....	0.9050	EA 25
39183.....	3.7934	EA 10	393.....	1.3038	EA 10	39410.....	0.9980	EA 25
39184.....	4.0478	EA 10	39300.....	0.3595	EA 100	39411.....	1.0225	EA 25
39185.....	11.1788	EA 10	39302.....	0.4027	EA 100	39412.....	1.1750	EA 25
39186.....	12.7391	EA 5	39304.....	0.4650	EA 100	39414.....	1.2972	EA 25
39188.....	14.4020	EA 5	39305.....	0.4870	EA 100	39416.....	1.4040	EA 25
39190.....	18.1145	EA 2	39306.....	0.5265	EA 100	39417.....	1.5138	EA 25
39191.....	23.1914	EA 2	39307.....	0.5500	EA 100	39418.....	1.6209	EA 25
39193.....	4.3178	EA 10	39308.....	0.5860	EA 100	39420.....	2.2794	EA 25
39194.....	4.3846	EA 10	39310.....	0.6190	EA 100	39429.....	0.9963	EA 25
39196.....	4.7616	EA 10	39312.....	0.6878	EA 50	39431.....	1.0812	EA 25
39198.....	5.0160	EA 10	39325.....	0.3970	EA 100	39433.....	1.5558	EA 25
392.....	0.3892	EA 25	39327.....	0.4175	EA 100	39435.....	1.3749	EA 10
39200.....	5.2068	EA 10	39329.....	0.4350	EA 100	39437.....	1.5198	EA 10
39201.....	5.5566	EA 10	39330.....	0.4538	EA 100	39439.....	1.6998	EA 10
39202.....	5.9700	EA 10	39331.....	0.4760	EA 100	39441.....	1.8975	EA 10
39203.....	6.2562	EA 10	39332.....	0.5025	EA 100	39445.....	1.0950	EA 25
39204.....	6.6378	EA 10	39333.....	0.5900	EA 100	39446.....	1.1900	EA 25
39205.....	6.8922	EA 10	39334.....	0.6410	EA 100	39447.....	1.3650	EA 25
39207.....	17.6126	EA 2	39335.....	0.6775	EA 100	39448.....	1.4500	EA 25
39209.....	18.4619	EA 2	39336.....	0.6980	EA 100	39449.....	1.5780	EA 25
39211.....	23.7791	EA 2	39337.....	0.7292	EA 50	39450.....	1.6415	EA 25
39214.....	5.7474	EA 10	39339.....	0.7870	EA 50	39451.....	1.7330	EA 25
39216.....	6.1608	EA 10	39350.....	0.4320	EA 100	39452.....	1.8600	EA 25
39217.....	6.7014	EA 10	39352.....	0.4400	EA 100	39453.....	1.9485	EA 25
39219.....	6.9558	EA 10	39354.....	0.5015	EA 100	39455.....	2.1410	EA 25
3922.....	0.2278	EA 50	39355.....	0.5120	EA 100	39457.....	2.2025	EA 25

*** ALL NET PRICES ALREADY DISCOUNTED 80% ***

GRAYSON NET PRICES - Effective Date 11/01/2021

ITEM NO.	NET PRICE	UOM	QUAN BOX	ITEM NO.	NET PRICE	UOM	QUAN BOX	ITEM NO.	NET PRICE	UOM	QUAN BOX
39458.....	2.2990	EA	25	39606.....	0.1550	EA	50	39660.....	2.1836	EA	5
39459.....	2.3655	EA	25	39607.....	0.0818	EA	50	39661.....	0.2749	EA	100
39460.....	2.6317	EA	25	39608.....	0.1300	EA	25	39662.....	0.3000	EA	100
39461.....	2.8618	EA	25	39609.....	0.4848	EA	25	39663.....	0.3453	EA	50
39470.....	2.4515	EA	25	39610-11/4.....	4.9614	EA	10	39664.....	0.4027	EA	50
39472.....	2.5400	EA	25	39610-11/8.....	3.7131	EA	10	39665.....	0.4333	EA	25
39473.....	2.5520	EA	25	39610.....	2.0704	EA	25	39666.....	0.7337	EA	25
39474.....	2.5825	EA	25	39611.....	0.1050	EA	100	39667.....	0.7349	EA	10
39476.....	2.6500	EA	25	39612.....	0.1485	EA	100	39668.....	0.9222	EA	10
39478.....	2.7530	EA	25	39613.....	0.2262	EA	100	39669.....	2.0246	EA	5
39480.....	2.9815	EA	10	39614-X.....	0.3072	EA	50	39670.....	2.2684	EA	5
39481.....	3.2482	EA	10	39614.....	0.2874	EA	50	39671.....	0.8976	EA	10
39482.....	3.3754	EA	10	39615.....	0.4302	EA	50	39672.....	0.3569	EA	10
39484.....	3.9478	EA	10	39616.....	0.6150	EA	50	39673.....	0.4459	EA	10
39486.....	12.6391	EA	5	39617.....	0.9117	EA	50	39674.....	0.8268	EA	10
39494.....	4.2846	EA	10	39618.....	1.3707	EA	25	39675.....	2.4175	EA	5
39496.....	4.6616	EA	10	39619.....	2.2848	EA	25	39676.....	2.8514	EA	5
39498.....	4.9160	EA	10	39620-11/4.....	5.4129	EA	10	39677.....	2.8514	EA	5
394A.....	0.8306	EA	10	39620-11/8.....	5.3532	EA	10	39678.....	3.4437	EA	5
395.....	13.4600	EA	3	39620.....	4.0704	EA	25	39679.....	3.4437	EA	5
39500.....	5.1068	EA	10	39621.....	0.1550	EA	100	39680.....	3.6519	EA	5
39501.....	5.4566	EA	10	39622.....	0.2115	EA	100	39681.....	9.0503	EA	1
39502.....	5.8700	EA	10	39623.....	0.2432	EA	100	39682.....	2.6727	EA	5
39503.....	6.1562	EA	10	39624.....	0.2675	EA	100	39683.....	3.6519	EA	5
39505.....	6.7922	EA	10	39625.....	0.3480	EA	100	397.....	0.5041	EA	25
39514.....	5.6474	EA	10	39626.....	0.3500	EA	100	39701.....	0.0315	EA	200
39517.....	6.6014	EA	10	39627.....	0.4550	EA	100	39702.....	0.0466	EA	200
39519.....	6.8558	EA	10	39628.....	0.6274	EA	100	39703.....	0.0679	EA	200
39521.....	7.3646	EA	10	39629.....	1.0622	EA	100	39704.....	0.0870	EA	100
39523.....	8.3504	EA	10	39630.....	1.6033	EA	50	39705.....	0.1153	EA	100
39525.....	9.5588	EA	10	39631.....	10.3981	EA	50	39706.....	0.2002	EA	50
39560.....	0.3450	EA	100	39632.....	8.2680	EA	50	39707.....	0.2025	EA	50
39562.....	0.3825	EA	100	39633.....	18.1719	EA	25	39708.....	0.3461	EA	50
39563.....	0.4100	EA	100	39634.....	23.8078	EA	25	39709.....	0.4204	EA	20
39564.....	0.4540	EA	50	39635.....	0.0580	EA	100	39710.....	0.5322	EA	20
39565.....	0.5810	EA	50	39636.....	0.0739	EA	100	39711.....	0.9797	EA	20
39566.....	0.7067	EA	50	39637.....	0.1035	EA	100	39712.....	1.7084	EA	20
39567.....	0.8215	EA	50	39638.....	0.1399	EA	100	39725.....	0.0100	EA	100
39568.....	1.1779	EA	25	39639.....	0.2502	EA	100	39726.....	0.0103	EA	100
39569.....	2.1246	EA	25	39640.....	0.3597	EA	100	39727.....	0.0236	EA	100
39570.....	2.3684	EA	25	39641.....	0.4955	EA	100	39728.....	0.1025	EA	50
39571.....	0.0786	EA	100	39642.....	0.6226	EA	100	39729.....	0.0524	EA	50
39572.....	0.1272	EA	100	39643.....	1.0626	EA	100	39730.....	0.1302	EA	25
39573.....	0.1584	EA	100	39644.....	1.5497	EA	50	39731.....	0.1042	EA	25
39574.....	0.3573	EA	50	39645.....	7.6647	EA	50	39732.....	0.1486	EA	25
39575.....	0.3714	EA	50	39646.....	20.1049	EA	50	39733.....	0.7500	EA	10
39576.....	0.5313	EA	50	39647.....	24.1738	EA	25	39734.....	1.0200	EA	10
39577.....	0.6315	EA	50	39651.....	0.2388	EA	100	39735.....	1.0683	EA	10
39578.....	1.1316	EA	25	39652.....	0.2560	EA	100	39736.....	1.5150	EA	10
39579.....	1.9641	EA	25	39653.....	0.2852	EA	50	39750.....	0.0315	EA	200
39580.....	2.8401	EA	25	39654.....	0.3442	EA	50	39751.....	0.0466	EA	200
39601.....	0.0149	EA	100	39655.....	0.3915	EA	25	39752.....	0.0660	EA	200
39602.....	0.0227	EA	100	39656.....	0.7337	EA	25	39753.....	0.0844	EA	100
39603.....	0.0289	EA	100	39657.....	0.6829	EA	10	39754.....	0.1153	EA	100
39604.....	0.0525	EA	50	39658.....	0.8904	EA	10	39755.....	0.2002	EA	50
39605.....	0.0745	EA	50	39659.....	1.9822	EA	5	39756.....	0.1965	EA	50

BID REFERENCE GUIDE

FOR SPECIFIC ITEMS ON BID FASTEN22

STATE OF WEST VIRGINIA

ITEMS 1-27 (ITEMS 28-36 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	8.18
6	39608	3/4-10	Gr 8 YZ Hex Full Nut	130	8	13.00
7	39725	1/4"	Hi-Alloy L/W YZ	130	5	1.00
8	39726	5/16"	Hi-Alloy L/W YZ	130	5	1.03
9	39727	3/8"	Hi-Alloy L/W YZ	130	5	2.36
10	39729	1/2"	Hi-Alloy L/W YZ	130	5	5.24
11	39731	5/8"	Hi-Alloy L/W YZ	130	5	10.42
12	39732	3/4"	Hi-Alloy L/W YZ	130	5	14.86
13	36701	1/4"	SAE Thru-Hd YZ HSFW	121	4	0.55
14	36702	5/16"	SAE Thru-Hd YZ HSFW	121	4	0.61
15	36703	3/8"	SAE Thru-Hd YZ HSFW	121	4	0.63
16	36705	1/2"	SAE Thru-Hd YZ HSFW	121	4	0.89
17	36707	5/8"	SAE Thru-Hd YZ HSFW	121	5	2.36
18	36708	3/4"	SAE Thru-Hd YZ HSFW	121	5	9.61
19	39004	1/4-20x1	Gr 8 YZ Hex Hd CS	128	5	1.56
20	39008	1/4-20x2	Gr 8 YZ Hex Hd CS	128	6	5.99
21	39012	1/4-20x3	Gr 8 YZ Hex Hd CS	128	6	9.78
22	39054	3/8-16x1	Gr 8 YZ Hex Hd CS	128	6	10.24
23	39058	3/8-16x2	Gr 8 YZ Hex Hd CS	128	6	14.72
24	39062	3/8-16x3	Gr 8 YZ Hex Hd CS	128	6	18.99
25	39029	5/16-18x1	Gr 8 YZ Hex Hd CS	128	6	5.24
26	39033	5/16-18x2	Gr 8 YZ Hex Hd CS	128	6	10.36
27	39037	5/16-18x3	Gr 8 YZ Hex Hd CS	128	6	16.36

* PRICES ARE ALL PER 100 PIECES

GRAYSON INDUSTRIES, INC.

7027 W. Broward Blvd., #327 • Plantation, FL 33317

Phone: (866) 720-0175 • Phone: (954) 868-2771 • FAX: (954) 720-0175

graysonind@gmail.com

'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	39104	1/2-13x1	Gr 8 YZ Hex Hd CS	128	6	15.52
29	39108	1/2-13x2	Gr 8 YZ Hex Hd CS	128	6	28.42
30	39112	1/2-13x3	Gr 8 YZ Hex Hd CS	128	6	40.50
31	39145	5/8-11x1	Gr 8 YZ Hex Hd CS	128	7	26.92
32	39149	5/8-11x2	Gr 8 YZ Hex Hd CS	129	7	34.88
33	39153	5/8-11x3	Gr 8 YZ Hex Hd CS	129	7	34.80
34	39170	3/4-10x1-1/2	Gr 8 YZ Hex Hd CS	129	7	69.16
35	39172	3/4-10x2	Gr 8 YZ Hex Hd CS	129	7	77.00
36	39176	3/4-10x3	Gr 8 YZ Hex Hd CS	129	7	92.96

***** ALL net prices already discounted 80% *****

GRAYSON NET PRICES – Effective Date 11/01/2021

*** PRICES ARE ALL PER 100 PIECES**

GRAYSON INDUSTRIES, INC.

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graysonind@gmail.com

'For All Your Fastener Needs'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 07/01/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 03, 2022 due by 10:00am EST

Submit Questions to: Mark Atkins

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Mark.A.Atkins@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Misc. Fasteners

BUYER: Mark Atkins

SOLICITATION NO.: CRFQ 0212 SWC2200000003

BID OPENING DATE: 01/12/2022

BID OPENING TIME: 1:30pm EST

FAX NUMBER: 304-558-3970

Revised 07/01/2021

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$250,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

State of West Virginia must be listed as Additional Insured on the Insurance Certificate. Certificate Holder should read as follows:

State of WV
2019 Washington Street, East
Charleston, WV 25305

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: 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.

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. 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.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. 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, included in the Contract, 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.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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 § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director 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 (.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
2. 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.

42. 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. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Karen Rose, President *Karen Rose, Pres.*

(Name, Title) Karen Rose, President

(Printed Name and Title) 7027 W. Broward Blvd., #327, Plantation, FL 33317

(Address) Phone: 866-720-0175 AND 954-868-2771 Fax: 954-720-0175

(Phone Number) / (Fax Number) graysonind@gmail.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

GRAYSON INDUSTRIES, INC.

(Company)

Karen Rose, Pres.

(Authorized Signature) (Representative Name, Title)

Karen Rose, President

(Printed Name and Title of Authorized Representative)

January 7, 2022

(Date) email: graysonind@gmail.com

Phone: 866-720-0175 AND 954-868-2771 FAX: 954-720-0175

(Phone Number) (Fax Number)



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


State of West Virginia
 Centralized Request for Quote
 Miscellaneous

Proc Folder: 933218			Reason for Modification:
Doc Description: SWC - Miscellaneous Fasteners & Fastening Devices			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-12-28	2022-01-12 13:30	CRFQ 0212 SWC2200000003	1

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

VENDOR
Vendor Customer Code: Vendor Name : GRAYSON INDUSTRIES, INC. Address : 7027 W. Broward Blvd., #327 Street : City : Plantation State : Florida Country : USA Zip : 33317 Principal Contact : Karen Rose Vendor Contact Phone: 866-720-0175 AND 954-868-2771 Extension:

FOR INFORMATION CONTACT THE BUYER
Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov

Vendor Signature X 	FEIN# 59-2823537	DATE January 7, 2022
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish an Open-End, Statewide Contract for Miscellaneous Fasteners and Fastening Devices, per the attached documents.

The Contract awarded from this Solicitation shall cover all Eligible Items from Vendor's Catalog. The Contract may be utilized by all West Virginia State Agencies and Political Subdivisions in the State's fifty-five (55) counties.

INVOICE TO	SHIP TO
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ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Miscellaneous Fasteners (See Exhibit_A Pricing Pages)	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
31162400			

Extended Description:

Note: Vendor shall complete the Exhibit_A Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EST:	2022-01-03

	Document Phase	Document Description	Page
SWC2200000003	Final	SWC - Miscellaneous Fasteners & Fastening Devices	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions