



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

Purchase Order

PURCHASE ORDER NO
 FASTEN12

PAGE
 1

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 1

INVOICE TO

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

VENDOR

*316144548 954-720-0017
 GRAYSON INDUSTRIES INC
 7027 W BROWARD BLVD #327
 PLANTATION FL 33317

SHIP TO

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/06/2013		NET 30		592823537			
SHIP VIA		FOB		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
CHANGE ORDER #01							
THIS CHANGE ORDER IS ISSUED TO INCORPORATE THE ATTACHED SPECIFICATIONS, WHICH WERE INADVERTENTLY OMITTED FROM THE ORIGINAL CONTRACT.							
ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.							
***** NO ADDITIONAL CHANGES *****							
				PREVIOUS PO TOTAL==>		OPEN END	
				PO NET CHANGE (+)==>			

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 FEB 15 2013
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *fw 2/6/13*

OPEN END
 TOTAL

[Signature]
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* FRANK WHITTAKER 304-558-2316
 PURCHASING DIVISION AUTHORIZED SIGNATURE

REQUEST FOR QUOTATION
FASTEN12 – Fasteners and Fastening Devices

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish a Statewide Contract for fasteners and fastening devices. The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalogue. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Catalogue"** means the price list or sales catalogue that includes all items that Vendor can and will sell under this Contract.

 - 2.2 **"Catalogue Price"** means the lowest price listed for an Eligible Item in Vendor's Catalogue. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalogue price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalogue price of \$400.00).

 - 2.3 **"Discount Percentage"** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items.

 - 2.4 **"Discounted Price"** means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalogue Price reduced by the Discount Percentage.

 - 2.5 **"Discounted Unit Price"** means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.

 - 2.6 **"Eligible Item"** means all fasteners and fastening devices included in the Vendor's Catalogue. Fastening devices include but are not limited to, bolts, screws, nuts, washers, threaded rods, cotter pins, etc.

 - 2.7 **"Pricing Page"** or **"Pricing Pages"** means the schedule of prices, Discount Percentage, estimated usage, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

 - 2.8 **"RFQ"** means the official RFQ published by the Purchasing Division and identified as FASTEN12.

 - 2.9 **"Total Bid Cost"** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.

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

3. GENERAL REQUIREMENTS:

- 3.1 **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.
- 3.1.1 Eligible Items must conform to the latest edition of fastener standards as compiled by:
- The Industrial Fasteners Institute
6363 Oak Tree Blvd.
Independence, Ohio, 44131-2500
<http://www.indfast.org/>
- 3.1.2 Eligible Items must be new and unused easily identifiable, and have traceable markings where appropriate.
- 3.1.3 Eligible Items shall be rated as Commercial and /or Industrial Grade.
- 3.1.4 All Eligible Items must have markings that identify the grade and must comply with their respective ASTM, SAE, or other appropriate specifications for that grade.
- 3.1.5 Vendor must provide certification for Eligible Item specifications upon request.

REQUEST FOR QUOTATION
FASTEN12 – Fasteners and Fastening Devices

4 CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOGUE:

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

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

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

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

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

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

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

4.3.2 Pricing Page Calculations. The Pricing Pages require Vendor to insert its Catalogue Price, Units Provided for Catalogue Price, and Discount Percentage for each Eligible Item listed thereon. That information, along with information that is already included on the Pricing Pages will be used to calculate the Unit Price, Discounted Unit Price, item total cost, and Total Bid Cost. If Vendor completes the Pricing Pages electronically using the Microsoft Excel version from the Purchasing Division, these calculations will be automatically completed.

4.3.2.1 Unit Price Calculation – The Unit Price is calculated by dividing the Catalogue Price by the Units Provided for Catalogue Price.

Example: \$10 per box divided by 10 nuts per box equals a Unit Price of \$1.

4.3.2.2 Discounted Unit Price – The Discounted Unit Price is calculated by applying the Discount Percentage to the Unit Price

Example: \$1 Unit Price reduced by a 10% Discount Percentage equals a \$0.90 Discounted Unit Price.

4.3.2.3 Item Total Cost – The item total cost is calculated by multiplying the estimated unit quantity by the Discounted Unit Price.

Example: An estimated unit quantity of 10,000 nuts multiplied by a Discounted Unit Price of \$0.90 equals a \$9,000 item total cost for that item.

4.3.2.4 Total Bid Cost – The Total Bid Cost is calculated by adding the item total cost for every item listed on the Pricing Pages.

Example: Item total costs of \$9,000 and \$1,000 would equal a Total Bid Cost of \$10,000 (assuming that the Pricing Pages contained only two items).

4.3.3 Estimated Quantities Only. The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

REQUEST FOR QUOTATION
FASTEN12 – Fasteners and Fastening Devices

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

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

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

5 CATALOGUE:

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

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

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

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

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

6 ORDERING AND PAYMENT:

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

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

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

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

REQUEST FOR QUOTATION
FASTEN12 – Fasteners and Fastening Devices

7 DELIVERY AND RETURN:

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

REQUEST FOR QUOTATION
FASTEN12 – Fasteners and Fastening Devices

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

8 MISCELLANIOUS:

8.1 No Substitutions: Vendor shall supply only Eligible Items contained in its Catalogue submitted in response to the RFQ or an updated Catalogue approved by the Purchasing Division as described above. Vendor shall not supply substitute items.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to: purchasing.requisition@wv.gov showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____