

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
For the Term August 15, 2006 Through August 14, 2008

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**COMPANY INFORMATION**  
**(ITEM: 100 - DRILLS)**

Name of Company: S & S Supplies and Solutions  
Address: 4547 Enterprise Street  
City, State, Zip: Fremont, CA 94538  
Contact: Armi Yap  
Telephone Number: (510) 226-8665  
Toll-Free Number: 1-800-430-8665  
Fax Number: (510) 226-8672  
Emergency Number: (510) 212-0330 - Pager  
Payment Terms: Net 30  
Federal Tax I.D. Number: 94-2889955  
Vendor Number: 66745  
Warehouse Location: 4547 Enterprise Street  
Fremont, CA 94538  
Will-Call Hours: 7:30 a.m. – 4:30 p.m.  
CBPO Number: BPSF00003233

**WARNING**

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions.

City departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

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**COMPANY INFORMATION**  
**(ITEM: 110 - REAMERS)**

Name of Company: DTC Tool Company  
Address: 850 Mahler Road  
City, State, Zip: Burlingame, CA 94010  
Contact: Dan Dewitt  
Telephone Number: (650) 697-1414  
Toll-Free Number: 1-800-486-8300  
Fax Number: (650) 697-4848  
Emergency Number: (650) 759-2554  
Payment Terms: Net 30  
Federal Tax I.D. Number: 94-1734662  
Vendor Number: 22708  
Warehouse Location: 850 Mahler Road  
Burlingame, CA 94010  
Will-Call Hours: 7:30 a.m. – 5:00 p.m.  
CBPO Number: BPSF00003234

**WARNING**

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**COMPANY INFORMATION**  
**(ITEMS: 120 – TAPS & DIES**  
**200 through 920 - FASTENERS)**

Name of Company: Harrison & Bonini  
Address: 1122 Harrison Street  
City, State, Zip: San Francisco, CA 94103  
Contact: Paul Bonini  
Telephone Number: (415) 861-8300  
Toll-Free Number: N/A  
Fax Number: (415) 552-0796  
Emergency Number: (415) 457-2414  
Payment Terms: 1%-30 Days, Net 31  
Federal Tax I.D. Number: 94-1190716  
Vendor Number: 08985  
Warehouse Location: 1122 Harrison Street  
San Francisco, CA 94103  
Will-Call Hours: 7:30 a.m. – 4:00 p.m.  
CBPO Number: BPSF00003235

**WARNING**

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions.

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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
100.	<p style="text-align: center;">35133XXXX</p> <p><u>DRILLS</u> of various sizes, types and uses</p> <p>Discount from single unit price of current manufacturer's or distributor's published list price catalog. Regardless of quantity ordered.</p>	<p>MFG: Galaxy-Tru-Cut            DIST.: S&amp;S Supplies &amp; Solutions            PRICE CAT: Suggested Price List            DATED: 1998            ORIGIN: USA</p>	<p><u>55%</u></p>
110.	<p style="text-align: center;">35113XXXX</p> <p><u>REAMERS</u> of various sizes, types and uses.</p> <p>Discount from full package price column of current manufacturer's or distributor's published list price catalog. Regardless of quantity ordered.</p>	<p>MFG: Tri-Angle            DIST.: DTC Tool Company            PRICE CAT: 1006            DATED: 01-01-06            ORIGIN: USA</p>	<p><u>35%</u></p>
120.	<p style="text-align: center;">35136XXXX</p> <p><u>TAPS &amp; DIES</u> of various sizes, types and uses.</p> <p>Discount from full package price column of current industry-wide price list (e.g. Morse's current net price schedule) regardless of quantity ordered.</p>	<p>MFG: Norseman            DIST.: Harrison &amp; Bonini            PRICE CAT: PBNORSE006            DATED: 01-01-06            ORIGIN: USA (MN))</p>	<p><u>55%</u></p>

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
200.	35300XXXX <u>BOLT, CARRAGE</u> , without nuts, domed head, square neck, plain and zinc plated. All listed sizes.		
	Domestic: Grade 2	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Grade 2	MFG: Oriental/Midas DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Grade 5	MFG: Nucor DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: St. Joe, IN	<u>62%</u>
	Non-Domestic: Grade 5	MFG: Oriental DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Grade 2 Hot-dipped Galvanized	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Grade 2 Hot-dipped Galvanized	MFG: Oriental/Midas DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
210.	<u>BOLT, ELEVATOR</u> , plain and zinc plated, 1/4" thru 3/8" dia., 1" thru 3" long.		
	Domestic: Grade 5	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Grade 5	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Domestic: Grade 8	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Grade 8	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
220.	<u>BOLT, STEP</u> . Plain and zinc plated, 1/4" thru 3/8" dia., 1" thru 3" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>

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230.	<u>BOLT, MACHINE</u> . Plain hex head with nuts Mounted on bolts, 4" cut threads, 1" dia., 10" thru 14" long.		
	Domestic:	MFG: Construction Tool DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 09-26-95 ORIGIN: USA (California)	NET
	Non-Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
240.	<u>BOLT, ELEVATOR</u> , plain and zinc Plated, 1/4" thru 3/8" dia., 1" thru 3" long.		
	Domestic:	MFG: NO AWARD DIST.: _____ PRICE CAT: _____ DATED: _____ ORIGIN: _____	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
250.	<u>BOLT, STEP</u> , plain and zinc plated, 1/4" thru 3/8" dia., 1" thru 3" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD

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	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
260.	<u>U-BOLT</u> . Plain and zinc plated, U-bolt plate and two (2) hex nuts, 1/4" thru 1/2" dia.		
	Domestic:	MFG: Larson Corp. DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 09-01-05 ORIGIN: USA (IL)	<u>10%</u>
	Non-Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
300.	(35310XXXX) <u>NUT, HEX</u> . Plain and zinc plated, UNF and UNC. All listed sizes through 1" dia.		
	Domestic: Grade 2	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Grade 2	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>



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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Grade 5	MFG: Lake Erie DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: USA (OH)	<u>62%</u>
	Non-Domestic: Grade 5	MFG: Oriental DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Grade 8	MFG: Lake Erie DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: USA (OH)	<u>62%</u>
	Non-Domestic: Grade 8	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>62%</u>

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Stainless Steel (316)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (316)	MFG: Star DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>25%</u>
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>
310.	<u>NUT, PREVAILING TORQUE.</u> Hex lock nuts, UNC and UNF, plain and zinc plated. All listed sizes through 1" dia.		
	Domestic: Grade "B"	MFG: Earnest DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 08-08-05 ORIGIN: USA (OH)	NET
	Non-Domestic: Grade "B"	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Grade "C"	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Grade "C"	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: Lok-Mor DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 08-10-95 ORIGIN: USA (TX)	NET
	Non-Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Domestic: Brass	MFG: Lok-Mor DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 08-10-95 ORIGIN: USA (TX)	NET
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
320.	<u>NUT, HEX, ELASTIC LOCK.</u> UNF and UNC, plain and zinc plated. All listed sizes through 1" dia.		
	Domestic: Grade 5	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Grade 5	MFG: Super Cheng DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Grade 8	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Grade 8	MFG: Continental DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 09-19-95 ORIGIN: Taiwan	<u>50%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>40%</u>

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Continental DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 09-25-05 ORIGIN: Taiwan	NET
330.	<u>NUT, HEX, JAM.</u> UNC and UNF, plain and zinc plated. All listed sizes through 1" dia.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Midas DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
340.	<u>NUT, MACHINE SCREW.</u> UNC and UNF, plain and zinc plated, #4 through 1/4" dia.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>
350.	35310XXXX <u>NUT, HEAVY HEX.</u> UNC, Chamfered, zinc plated and plain. All listed sizes through 1 1/4".		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Doosan DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Japan	<u>62%</u>

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
360.	<u>NUT, ACORN.</u> UNF and UNC, zinc plated, #6 through 1/2" dia.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Matsvoka DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Japan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>40%</u>
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
370.	35310XXXX <u>NUT, HEAVY</u> . 2H plain finished Hexagon, UNF and UNC. All listed through 3 1/2".		
	Domestic:	MFG: B & G Mfg. DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 12-12-95 ORIGIN: USA (PA)	NET
	Non-Domestic:	MFG: Super Cheng DIST.: Proteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
380.	<u>NUT, WING</u> . UNF and UNC, plain and zinc plated, #4 through 1/2" dia.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Matsvoka DIST.: Proteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Japan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>40%</u>



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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>
400.	<u>PIN, COTTER.</u> Zinc plated. All listed sizes through 1/2" dia. and 6' long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Kanebridge DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 09-95 ORIGIN: Taiwan	<u>50%</u>
	Domestic: Stainless Steel	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

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410.	<u>PIN, ROLL OR SPRING.</u> Plain and zinc plated. All listed sizes through 1/2" dia. and 4" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Kanebridge DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 09-95 ORIGIN: Taiwan	<u>50%</u>
	Domestic: Stainless Steel	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>
500.	<u>RIVET, BLIND</u> All listed sizes:		
	Dome or Bottom Head:		
	Aluminum/Aluminum Aluminum/Steel Steel, Steel Stainless Steel, Stainless Steel	MFG: Marson DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: USA (MA)	<u>15%</u>

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<b>Item No.</b>	<b>Description</b>	<b>Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin</b>	<b>Firm % Discount From Price List</b>
	Large Flange:		
	Aluminum/Aluminum Aluminum/Steel Steel, Steel	MFG: Marson DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: USA (MA)	<u>15%</u>
	Countersunk:		
	Aluminum/Aluminum Steel, Steel	MFG: Marson DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: USA (MA)	<u>15%</u>
510.	<u>RIVET, BUCK, ALUMINUM</u> , hard and soft alloy, standard and modified brazier head. All listed sizes.	MFG: Clendenon DIST.: Harrison & Bonini PRICE CAT: Harrison & Bonini DATED: 09-01-05 ORIGIN: USA (MD)	NET
520.	<u>RIVET, BLIND, MULTI-RANGE</u> , standard and structural, steel aluminum and stainless steel. All listed sizes.	MFG: Marson DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: USA (MA)	<u>15%</u>
600.	35300XXXX <u>SCREW, CAP, HEX HEAD</u> . UNF and UNC, plain and zinc plated, 1/4" thru 1" dia., 1/2" thru 8" long. (Cap screws of additional sizes, i.e.: longer than 8", may be included in this contract if they appear in published list price catalog submitted).		
	Domestic: Grade 2	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD

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	Non-Domestic: Grade 2	MFG: Oriental DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Grade 5	MFG: Lake Erie DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: USA (OH)	<u>62%</u>
	Non-Domestic: Grade 5	MFG: Jimher DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Grade 8	MFG: Lake Erie DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: USA (OH)	<u>62%</u>
	Non-Domestic: Grade 8	MFG: Jimher DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>30%</u>

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Stainless Steel (316)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (316)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>20%</u>
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>30%</u>
610.	<u>SCREW, CAP, SOCKET HEAD.</u> UNF and UNC, plain and zinc plated, #2 thru 1" dia., 1/4" thru 8" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Brighton-Best DIST.: Brighton-Best PRICE CAT: Brighton-Best DATED: 05-01-95 ORIGIN: Taiwan	<u>60%</u>

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
For the Term August 15, 2006 Through August 14, 2008

**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Brighton-Best DIST.: Brighton-Best PRICE CAT: Brighton-Best DATED: 05-01-95 ORIGIN: Taiwan	<u>45%</u>
	Domestic: Silicon Bronze	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Silicon Bronze	MFG: Brighton-Best DIST.: Brighton-Best PRICE CAT: Brighton-Best DATED: 05-01-95 ORIGIN: Taiwan	<u>45%</u>
620.	<u>SCREW, CAP, FLAT SOCKET HEAD.</u> UNF and UNC, plain and zinc plated, #4 thru 3/4" dia., 1/4" thru 3" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Brighton-Best DIST.: Brighton-Best PRICE CAT: Brighton-Best DATED: 05-01-95 ORIGIN: Taiwan	<u>60%</u>

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
For the Term August 15, 2006 Through August 14, 2008

**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Brighton-Best DIST.: Brighton-Best PRICE CAT: Brighton-Best DATED: 05-01-95 ORIGIN: Taiwan	<u>45%</u>
630.	<u>SCREW, BUTTON HEAD, SOCKET.</u> UNF and UNC, plain and zinc plated, #4 thru 3/4" dia., 1/4" thru 3" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Brighton-Best DIST.: Brighton-Best PRICE CAT: Brighton-Best DATED: 05-01-95 ORIGIN: Taiwan	<u>60%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Brighton-Best DIST.: Brighton-Best PRICE CAT: Brighton-Best DATED: 05-01-95 ORIGIN: Taiwan	<u>45%</u>

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
 For the Term August 15, 2006 Through August 14, 2008

**AWARD SHEET**

<b>Item No.</b>	<b>Description</b>	<b>Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin</b>	<b>Firm % Discount From Price List</b>
640.	<u>SCREW, SHOULDER, SOCKET HEAD.</u> UNF and UNC, plain and zinc plated, 1/4" thru 3/4" dia., 3/8" thru 5 long. Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Brighton-Best DIST.: Brighton-Best PRICE CAT: Brighton-Best DATED: 05-01-95 ORIGIN: Taiwan	<u>60%</u>
650.	<u>SCREW, MACHINE, ROUND HEAD.</u> UNC and UNF, plain and zinc plated, #2 thru 3/8" dia., 1/4" thru 3" long, Phillips and Slotted. Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>



**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
 For the Term August 15, 2006 Through August 14, 2008

**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>30%</u>
651.	<u>SCREW, MACHINE, FLAT HEAD.</u> UNC and UMF, plain and zinc plated, #2 thru 3/8" dia., 1/4" to 3" long, Phillips and Slotted.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-95 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
For the Term August 15, 2006 Through August 14, 2008

**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>30%</u>
652.	<u>SCREW, MACHINE, PAN HEAD.</u> UMC and UNF, plain and zinc plated, #2 thru 3/8" dia., thru 3" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
For the Term August 15, 2006 Through August 14, 2008

**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>30%</u>
653.	<u>SCREW, MACHINE SCREW, OVAL HEAD.</u> UNC and UNF, plain and zinc plated. #2 thru 3/8" dia., 1/4" thru 3" long. Phillips and Slotted.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
 For the Term August 15, 2006 Through August 14, 2008

**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>30%</u>
654.	<u>SCREW, MACHINE, TRUSS HEAD.</u> UNC and UNF, plain and zinc plated, #2 thru 3/8" dia., 1/4" thru 3" long, Phillips and Slotted.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
For the Term August 15, 2006 Through August 14, 2008

**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
655.	<u>SCREW, MACHINE, BINDING HEAD.</u> UNC and UNF, plain and zinc plated, #2 thru 3/8" dia., 1/4" thru 3" long, Phillips and Slotted.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
For the Term August 15, 2006 Through August 14, 2008

**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>30%</u>
656.	<u>SCREW, MACHINE, FILLINSTER HEAD.</u> UNC and UNF, plain and zinc plated, #2 thru 3/8" dia., 1/4" thru 3" long, Phillips and Slotted.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

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For the Term August 15, 2006 Through August 14, 2008

**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>30%</u>
660.	<u>SCREW, SET, SOCKET HEAD, CUP POINT.</u> UNC and UNF, #4 thru 5/8" dia., 1/8" thru 2" long, black finish and plated.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Brighton Best DIST.: Brighton Best PRICE CAT: Brighton Best DATED: 05-01-95 ORIGIN: Taiwan	<u>60%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Brighton Best DIST.: Brighton Best PRICE CAT: Brighton Best DATED: 05-01-95 ORIGIN: Taiwan	<u>45%</u>

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
 For the Term August 15, 2006 Through August 14, 2008

**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Brighton Best DIST.: Brighton Best PRICE CAT: Brighton Best DATED: 05-01-95 ORIGIN: Taiwan	<u>45%</u>
662.	<u>SCREW, SET, SOCKET HEAD, KNURLED POINT.</u> UNC and UNF, plain and zinc plated, #4 thru 1/2" dia., 1/8" thru 1" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Brighton Best DIST.: Brighton Best PRICE CAT: Brighton Best DATED: 05-01-95 ORIGIN: Taiwan	<u>60%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD



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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
664.	<u>SCREW, SET, SQUARE HEAD, CUP POINT.</u> UNC and UNF, plain and zinc plated, 1/4" thru 3/4" dia., 1/2" thru 6" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Brighton Best DIST.: Brighton Best PRICE CAT: Brighton Best DATED: 05-01-95 ORIGIN:	<u>60%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Brighton Best DIST.: Brighton Best PRICE CAT: Brighton Best DATED: 05-01-95 ORIGIN: Taiwan	<u>45%</u>

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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
670.	<u>SCREW, MACHINE, THREAD CUTTING, HEX WASHER HEAD.</u> UNC, plain and zinc plated, Type F and Type 1(D) thread cutting.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD

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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
671.	<u>SCREW, MACHINE, THREAD CUTTING, PAN HEAD.</u> UNC and UNF, plain and zinc plated, Type F and Type I(D), Slotted and Phillips.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	NET

**A W A R D**  
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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
672.	(35304XXXX) <u>SCREW, MACHINE, THREAD CUTTING, HEX HEAD.</u> UNC and UNF, plain and zinc plated, Type F and Type 1(D) thread cutting.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	NET

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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
673.	<u>SCREW, SHEET METAL, PAN HEAD.</u> Slotted and Phillips, plain and zinc plated, #4 thru #14 dia., 1/4" x 2 1/2" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
675.	<u>SCREW, SHEET METAL, FLAT HEAD.</u> Slotted and Phillips, plain and zinc plated, #4 thru #14 dia., 1/4" thru 2 1/2" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
676.	<u>SCREW, SHEET METAL, OVAL HEAD.</u> Slotted and Phillips, plain and zinc plated, #4 thru #14 dia., 1/4" thru 2 1/2" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO WARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
677.	<u>SCREW, SHEET METAL, TRUSS HEAD.</u> Slotted and Phillips, plain or zinc plated, #4 thru #14 dia., 1/4" thru 2 1/2" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>



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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
678.	<u>SCREW, SHEET METAL, HEX WASHER, HEAD.</u> Slotted, plain and zinc plated, #4 thru #14 dia., 1/4" thru 2 1/2" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
680.	(35305XXXX) <u>SCREW, WOOD, ROUND HEAD.</u> Phillips or Slotted, plain and zinc plated, #1 thru #24 dia., 1/2" thru 4" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
 For the Term August 15, 2006 Through August 14, 2008

**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>30%</u>
682.	<u>SCREW, WOOD, FLAT HEAD.</u> Phillips and Slotted, plain and zinc plated, #1 thru #14 dia., 1/2" thru 4" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>30%</u>
684.	<u>SCREW, WOOD, OVAL HEAD.</u> Phillips and Slotted, plain and zinc plated, #1 thru #14 dia., 1/2" thru 4" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Linkwell DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>

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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>30%</u>
690.	(35301XXXX) <u>SCREW, LAG, HEXAGON HEAD.</u> GIMLET POINT, plain and zinc plated, 1/4" thru 1/2" dia., 1" thru 4" long.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Jin Her DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Hot-Dipped Galvanized	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Hot-Dipped Galvanized	MFG: Jin Her DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
700.	<u>WASHER, FLAT</u> , SAE and USS, #6 thru 1 1/2", plain and zinc plated.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Oriental DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Grade 5	MFG: Lake Erie DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: USA (OH)	<u>62%</u>
	Non-Domestic: Grade 5	MFG: Oriental DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Grade 8	MFG: Lake Erie DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: USA (OH)	<u>62%</u>
	Non-Domestic: Grade 8	MFG: Oriental DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	
710.	<u>WASHER, SPLIT LOCK</u> , #6 thru 1 1/2", plain and zinc plated.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Dong Dae DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Korea	<u>62%</u>
	Domestic: Grade 5	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Grade 5	MFG: Dong Dae DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Korea	<u>62%</u>

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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
	Domestic: Grade 8	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Grade 8	MFG: Dong Dae DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Taiwan	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>30%</u>



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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
720.	<u>WASHER, SPLIT-LOCK, FOR SOCKET HEAD CAP SCREWS</u> , plain and zinc plated, #8 thru 1" dia.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Dong Dae DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Korea	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 12-22-95 ORIGIN: Taiwan	<u>35%</u>
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
730.	<u>WASHER, SPLIT LOCK, FOR MACHINE SCREWS, #4 thru #12, dia., plain and zinc plated.</u>		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Dong Dae DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Korea	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
740.	<u>WASHER, LOCK, EXTERNAL TOOTH, #4</u> thru 3/4", plain and zinc plated.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Dong Dae DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Korea	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	NET

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
750.	<u>WASHER, LOCK, INTERNAL TOOTH, #4</u> thru 3/4", plain and zinc plated.		
	Domestic:	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic:	MFG: Dong Dae DIST.: Porteous PRICE CAT: 110505 DATED: 11-05-05 ORIGIN: Korea	<u>62%</u>
	Domestic: Stainless Steel (18-8)	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Stainless Steel (18-8)	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	<u>35%</u>
	Domestic: Brass	MFG: NO AWARD DIST.: PRICE CAT: DATED: ORIGIN:	NO AWARD
	Non-Domestic: Brass	MFG: Star DIST.: Star PRICE CAT: Harrison & Bonini DATED: 10-93 ORIGIN: Taiwan	NET

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**AWARD SHEET**

Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
<b>METRIC FASTENERS (ITEMS 800-870)</b>			
800.	<u>SCREW, HEX HEAD, UNC, UNF</u> and very fine, full and partially threaded, permaplated. All listed sizes.		
	Class 8.8 and Class 10.9	MFG: Metric & Multi-Standard DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: Switzerland	<u>50%</u>
	Stainless Steel (18-8)	MFG: Metric & Multi-Standard DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: Switzerland	<u>50%</u>
810	<u>SCREW, SOCKET HEAD CAP</u> , black finish. All listed sizes.		
	Stainless Steel (18-8) and Class 12.9	MFG: Metric & Multi-Standard DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: Switzerland	<u>50%</u>
820.	<u>NUT, HEX, UNC, UNF</u> , very fine, permaplated. All listed sizes.		
	Class 10 and Class 8	MFG: Metric & Multi-Standard DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: Switzerland	<u>50%</u>
	Stainless Steel	MFG: Metric & Multi-Standard DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: Switzerland	<u>50%</u>

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
830.	<u>NUT, TORQUE LOCK</u> , Class 10, cadmium yellow dichromate. All listed sizes.	MFG: Metric & Multi-Standard DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: Switzerland	<u>50%</u>
840.	<u>NUT, ELASTIC LOCK</u> , stainless steel. All listed sizes.	MFG: Metric & Multi-Standard DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: Switzerland	<u>50%</u>
850.	<u>WASHER, FLAT</u> , permaplated. All listed sizes.		
	Class 10 and Class 8	MFG: Metric & Multi-Standard DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: Switzerland	50%
	Stainless Steel	MFG: Metric & Multi-Standard DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: Switzerland	<u>50%</u>
860.	<u>WASHER, SPRING LOCK</u> , Class 8, permaplated. All listed sizes.		
	Class 10	MFG: Metric & Multi-Standard DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: Switzerland	<u>50%</u>
	Stainless Steel	MFG: Metric & Multi-Standard DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: Switzerland	<u>50%</u>

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Item No.	Description	Manufacturer's Name Distributor's Name Price Catalog Number and Date Place of Origin	Firm % Discount From Price List
870.	<u>SCREWS, MACHINE</u> , round, truss, flat, round head, slotted, phillips. All listed sizes and classes.	MFG: Metric & Multi-Standard DIST.: Harrison & Bonini PRICE CAT: 100-321 DATED: 01-03-05 ORIGIN: Switzerland	50%
900.	<u>ANCHORS, HOLLOW WALL</u> , various styles and sizes.	MFG: Powers DIST.: Geiberg PRICE CAT: 45-11600 DATED: 01-01-06 ORIGIN: USA (NY)	<u>60%</u>
910.	<u>ANCHORS, SLEEVE ANCHORS</u> , acorn, hex head and flat head slotted. All listed sizes.	MFG: Powers DIST.: Harrison & Bonini PRICE CAT: 45-11600 DATED: 01-01-06 ORIGIN: USA (NY)	<u>60%</u>
920.	<u>ANCHOR, WEDGE</u> , zinc plated. All listed sizes.	MFG: Powers DIST.: Harrison & Bonini PRICE CAT: 45-11600 DATED: 01-01-06 ORIGIN:	<u>70%</u>

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**BID AND CONTRACT CONDITIONS**

**TERMS RELATED TO BIDDING**

**1. WHEN BIDS ARE DUE; BID OPENING PROCEDURES**

Bids must be delivered before time set for bid opening. Bids will be opened by Purchasing at the hour and place stated in the ad in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

**2. ALTERNATES**

When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. Purchasing shall be the sole judge as to whether such alternate articles are acceptable. Unless bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, bidder should enclose with its bid full information, specifications and descriptive data on items offered. Purchasing reserves the right to permit deviations from the specifications if any article offered is substantially in accord with Purchasing's specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory for its intended use, Bidder is responsible for identifying any deviations from Purchasing's specifications.

**3. ARTICLES FURNISHED**

Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Calif. Code of Regulations and, for electrical products, Articles 89-6 and 90-71 of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Dept. of Public Works (DPW), Contractor will so notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are: American Gas Assn.; Applied Research Labs; Electro-Test, Inc.; ETS Testing Labs; Factory Mutual Research; Gas and Mechanical Lab; Underwriters Labs. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

**4. PLACE OF MANUFACTURE**

No article furnished shall have been made in prison or by convict labor, except, for articles purchased for use by City's detention facilities.

**5. CONDITION OF ARTICLE**

Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

**6. SAMPLES**

Articles offered as equal to "City sample" must fully conform thereto; "City samples" may be inspected at the place designated by Purchasing. Samples must be furnished as required in this



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**BID AND CONTRACT CONDITIONS**

document. Those submitted by successful bidders may be retained for testing or checked against deliveries, in which case allowance will be made to Contractor. Each sample shall be plainly marked in a durable manner with the name of the bidder, the contract proposal number, and the item number. Submitted sample will be deemed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder in writing with the submittal of the sample. Sufficiency of sample will be determined by Purchasing. Do not enclose sample with bid, and do not wrap bid in package with sample.

**7. FOB Point**

F.O.B. destination in San Francisco, freight prepaid and allowed.

**8. PRICE LIST DISCOUNTS**

When bids are based on prices from a catalog or price list, bidder shall furnish copies of the catalog or price list as required herein. Contractor shall furnish additional lists as required. Bids will be considered for price lists offered other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list. Bidder's price list discounts must remain firm during the term of the contract.

**9. BIDDING ON SEPARATE ITEMS AND IN THE AGGREGATE**

Bidders may bid separately for any item unless otherwise provided. Bidders may make an offer on one, some or all items, unless otherwise provided.

**10. PRICES**

Prices quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.

**11. AWARDS; REJECTION OF BIDS**

Purchasing may make awards on one, some or all items in a bid. Purchasing reserves the right to reject any and all bids.

**12. CASH DISCOUNTS; TERMS OF PAYMENT (COMMODITIES AND EQUIPMENT ONLY)**

Cash discount (discount for prompt payment) will be taken into consideration in determining the low under the following conditions:

- a. bid Discount period must be at least 30 days.  
Example: "1%, 30 days. Net 31."
- b. The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- c. The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.

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**BID AND CONTRACT CONDITIONS**

- d. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions of "c." and "d." above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

**13. SUNSHINE ORDINANCE**

In accordance with Sec. 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**TERMS RELATED TO THE CONTRACT**

**14. INSPECTION**

All articles supplied shall be subject to inspection and rejection by Purchasing or any department official responsible for inspection.

**15. CONTRACT INTERPRETATION; CHOICE OF LAW/VENUE; ASSIGNMENT**

Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

**16. HOLD HARMLESS AND INDEMNIFICATION**

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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**BID AND CONTRACT CONDITIONS**

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequences of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

**17. FAILURE TO DELIVER**

If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

**18. BUDGET AND FISCAL PROVISIONS**

This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Contract.

**19. DEFAULT; REMEDIES**

On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract.

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**BID AND CONTRACT CONDITIONS**

All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**20. TERMINATION FOR CONVENIENCE**

City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

**21. GUARANTEED MAXIMUM COSTS**

- a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.
- c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.
- d. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**22. TAXES**

- a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor.

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**BID AND CONTRACT CONDITIONS**

- b. Contractor recognizes and understands that this Contract may create a “possessory interest” for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:
- (1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
  - (2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, renewal, or assignment of this Contract may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest by this Contract. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
  - (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
  - (4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

**23. USE OF CITY OPINION**

Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor’s performance under this contract without prior written permission of Purchasing.

**24. NONDISCRIMINATION; PENALTIES**

**(a) Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor’s operations within the U.S., or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor

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**BID AND CONTRACT CONDITIONS**

**(b) Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

**(c) Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by the City or where work is being performed for the City, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, and any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, or between the domestic partners and spouses of such employees, if the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to conditions set forth in San Francisco Administrative Code Sec. 12B.2(b).

**(d) Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

**25. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION; LIQUIDATED DAMAGES**

**a. The DBE Ordinance.** Contractor, shall comply with all the requirements of the Disadvantaged Business Enterprise Ordinance set forth in Chapter 14A of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "DBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the DBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provision of the DBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the DBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

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**BID AND CONTRACT CONDITIONS**

**b. Compliance and Enforcement.**

**Enforcement.** If Contractor willfully fails to comply with any of the provisions of the DBE Ordinance, the rules and regulations implementing the DBE Ordinance, or the provisions of this Agreement pertaining to DBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the DBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the DBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's DBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14A.13(B).

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the DBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

**26. MACBRIDE PRINCIPLES – NOTHERN IRELAND**

The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

**27. TROPICAL HARDWOOD AND VIRGIN REDWOOD BAN**

The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

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**BID AND CONTRACT CONDITIONS**

**28. RESOURCE CONSERVATION**

Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference

**29. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES**

Any contractor, subcontractor or consultant who commits any of the following acts shall be liable to the City for three times the amount of damages which the City sustains because of the act of that contractor, subcontractor or consultant. A contractor, subcontractor or consultant who commits any of the following acts shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim: (a) Knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City. (c) Conspires to defraud the City by getting a false claim allowed or paid by the City. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City. (e) Is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**30. LIABILITY OF CITY**

CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

**31. DRUG-FREE WORKPLACE POLICY**

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

**32. COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT**

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against



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**BID AND CONTRACT CONDITIONS**

disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

**33. COMPLIANCE WITH LAWS**

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**34. BID PROTESTS**

Bid protests for purchases of Commodities in excess of \$50,000 shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21.

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**GENERAL CONDITIONS**

These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions take precedence.

**35. CONTRACT TERM**

The contract period shall be for twenty-four (24) months. The term of this contract is the period from award execution date, approximately August 15, 2006, or the above stated term date whichever is later, through the last day of the month of a 24 consecutive month period.

**36. CONTRACT EXTENSION**

This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 10 years.

**37. TOLL-FREE TELEPHONE NUMBER**

A contractor located outside of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls. The free service will be a consideration in evaluating this bid.

**38. NOT USED**

**39. NOT USED**

**40. DBE ORDINANCE**

To qualify for a bid discount under the provisions of Admin. Code Chapter 14A, a DBE must be certified by the Human Rights Commission by the Bid Due date.

The certification application is available from HRC (415) 252-2500, and on the web at:

<http://www.sfgov.org/site/sfhumanrights>

Click DBE, HRC Requirements & Forms.

Click Certification Application (Schedule D).

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**GENERAL CONDITIONS (Continued)**

**41. CLAIM FOR PREFERENCE**

To claim preference under the DBE Ordinance, see Bid Questionnaire attached.

**42. BID PREFERENCE FOR BROKERAGE SERVICES**

Pursuant to Section 14A.8 of the Admin. Code, a bid preference will only be awarded to a DBE, or DBE joint venture where the DBE's participation in the joint venture exceeds 35 percent, directly responsible for providing materials, equipment, supplies or services to City as required by the Bid solicitation. A DBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provided, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by HRC.

A DBE will be considered to be "regularly doing business," as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a disadvantaged business preference program. Such a determination will be subject to audit by HRC.

No preference will be given to a DBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

**43. DBE SUBCONTRACTING**

A. Subcontracting to DBEs

Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified DBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

B. Examples of Good Faith Efforts

"Good Faith Efforts" include but are not limited to the following:

- (1) Identifying and selecting specific products or services which can be subcontracted to certified DBEs.
- (2) Providing written notice to potential DBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.
- (3) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for DBEs that are interested in participating in the project.

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**GENERAL CONDITIONS (Continued)**

- (4) Following up on initial notices the Contractor sent to DBEs by contacting the DBEs to determine whether they were interested in performing specific parts of the project.
- (5) Providing interested DBEs with information about the scope of work.
- (6) Negotiating in good faith with the DBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any DBEs, as determined by the City.
- (7) Where applicable, advising and making efforts to assist interested DBEs in obtaining insurance required by the City and the prime contractor.
- (8) Making efforts to obtain DBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

C. Examples of Subcontracting

The following are examples of products which could be subcontracted under this Contract. The list is not intended to be exhaustive:

- (1) the products or services which the vendor in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);
- (2) packing containers and materials used to ship the City's order;
- (3) services of the carrier who delivers the City's orders;
- (4) Pro rata share of DBE spending which is part of the vendor's general and administrative expenses, if the vendor can show that the pro rata share can be reasonably allocated to this contract.

D. Reports

On a quarterly (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31) basis, the Contractor will provide Purchasing with reports on DBE subcontracting under this Contract. The report must include a narrative description of the good faith efforts, if any, the Contractor has made during the quarter to provide subcontracting opportunities to DBEs and to meet the percentage goal.

E. HRC Data on DBEs

Contractor will obtain from HRC a copy of HRC's database of DBEs, and this or other information from HRC, shall be the basis for determining whether a DBE is confirmed with HRC. Contractor will obtain an updated copy of HRC's database at least **quarterly**. Please call HRC at (415) 252-2500.

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**GENERAL CONDITIONS (Continued)**

**44. AUDIT AND INSPECTION OF RECORDS**

Contractor agrees to maintain and make available to City during business hours accurate books and accounting records relative to its activities under this Contract. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Contract, whether funded in whole or in part under this Contract. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Contract or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Contract shall have the same rights conferred upon City by this Article.

**45. CONFLICT OF INTEREST**

Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

**46. NON-WAIVER OF RIGHTS**

The omission by either party at anytime to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.

**47. CONTRACTOR'S DEFAULT**

If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

**48. BANKRUPTCY**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

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**GENERAL CONDITIONS (Continued)**

**49. INCIDENTAL AND CONSEQUENTIAL DAMAGES**

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

**50. REPORTS BY CONTRACTOR**

**MULTI-YEAR TERM CONTRACT**

Each year, ninety (90) days before each anniversary date of this contract, Contractor must furnish a report of the total items ordered under this contract during the preceding twelve months. The report must be in a format acceptable to the City and must list by department or location the following: (1) all items awarded under this contract; and, (2) total quantity and dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this contract. Contractor shall send the reports to:

**Hermilo Rodis**, Purchaser  
Re: Term Contract No. **74019**  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

**51. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing, and served by depositing same in the United States Post Office, postage paid and registered as follows:

Director of Purchasing  
City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

**52. SUBCONTRACTING**

Contractor is prohibited from subcontracting the direct supply of commodities under this contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

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**GENERAL CONDITIONS (Continued)**

**53. INDEPENDENT CONTRACTOR**

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Contract shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

**54. SEVERABILITY**

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**55. EMERGENCY - PRIORITY 1 SERVICE**

In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available.

Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency.

In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

**56. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION – IRS FORM W-9**

See attached Standard Bid Forms, P-225, Item 1.

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**GENERAL CONDITIONS (Continued)**

**57. TERM BID – QUANTITIES**

This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract.

Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity.

Purchasing may make minor purchases of items requested in City's advertisement for bids or contractor's bid from other vendors when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this contract.

**58. FIRST SOURCE HIRING PROGRAM (FSHP)**

If the contract is for more than \$50,000, the successful bidder will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in San Francisco Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring program of available entry level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this Chapter. For additional information regarding FSHP, call (415) 401-4935.

A. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Contract as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Contract under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Contract shall have the meanings assigned to such terms in Chapter 83.

B. First Source Hiring Agreement

- (1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.
- (2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers.
- (3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A contractor may establish its good faith efforts by filing: 1) its first



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**GENERAL CONDITIONS (Continued)**

available Entry Level Position with a job applicant referred through the First Source Program; and 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

C. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

D. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

E. Liquidated Damages

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$2,070 for every new hire for an Entry Level Position improperly withheld from the First Source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

F. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this section.

**59. EARNED INCOME CREDIT (EIC) FORMS**

Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- (a) Contractor shall provide the Earned Income Credit (EIC) Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable Contract or Contract Amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of the Contract.
- (b) Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract.

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**GENERAL CONDITIONS (Continued)**

- (c) If within 30 days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the Contract or under applicable law.

**60. LIMITATIONS ON CONTRIBUTIONS**

Through execution of this Contract, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

**61. PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**62. PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC**

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

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**FASTENERS, DRILLS AND REAMERS**  
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**GENERAL CONDITIONS (Continued)**

**63. CONTRACT PRODUCT/SERVICE QUALITY REPORT**

The attached report (Attachment "A") will be provided to departments using this contract. Users of the contract may complete and return these reports at any time during the life of the contract. The purpose of the report is to monitor contractor performance and determine supplier successes or shortcomings. Each report will be sent to the awarded/supplier/contractor. They will have an opportunity to respond to the information provided by the department. Quality reports that go unresolved to the satisfaction of the Purchaser may be used as a basis for commencement of partial or complete contract default proceedings.

**64. NONDISCLOSURE OF PRIVATE INFORMATION**

As of March 5, 2005, Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Contract as though fully set forth. Capitalized terms used in this section and not defined in this Contract shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to all of the following:

- (a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Contract to any other Subcontractor, person, or other entity, unless one of the following is true:
  - (i) The disclosure is authorized by this Contract.
  - (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
  - (iii) The disclosure is required by law or judicial order.
- (b) Any disclosure or use of Private Information authorized by this Contract shall be in accordance with any conditions or restrictions stated in this Contract. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- (c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.
- (d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Contract, debar Contractor, or bring a false claim action against Contractor.

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**FASTENERS, DRILLS AND REAMERS**  
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**GENERAL CONDITIONS (Continued)**

**65. GRAFFITI REMOVAL**

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this contract shall constitute a default of this Contract.

**66. MODIFICATION OF AGREEMENT**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**END OF GENERAL CONDITIONS**

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
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**SPECIAL CONDITIONS**

**67. PURPOSE**

The purpose of this contract is to provide various departments of the City and County of San Francisco with a reliable, responsive and responsible source of supply for Hardware that includes Fasteners, Drills, and Reamers.

**68. PRE-BID CONFERENCE**

A Pre-bid Conference will be held as follows:

**Location:** Room 431A, City Hall  
No. 1, Dr. Carlton Goodlett Place  
San Francisco, CA 94102

**Date and Time:** Friday, January 20, 2006; 10:00 AM

Though not mandatory, attendance at the conference is strongly urged for all prospective bidders on this contract.

It is requested that bidder's questions concerning this Contract Proposal be submitted by mail or fax at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

**Hermilo Rodis**, Purchaser  
City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Goodlett Place  
San Francisco, CA 94102-4685

Please reference Contract Proposal No. **74019**.

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Change Notice will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference.

**69. SPECIFICATIONS**

All items covered under this Contract Proposal must fully comply with all Federal Specification as well as all applicable ANSI, ASTM, ASME, AREA, AAR, IFI and SAE Specification. The latest revisions of all specifications apply to this contract.

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**SPECIAL CONDITIONS (Continued)**

**70. BIDDER/CONTRACTOR'S QUALIFICATIONS AND REQUIREMENTS**

- A. In order to receive consideration, Bidder/Contractor must have in-depth technical knowledge and experience in the products covered by the contract.
- B. Bidder/Contractor must submit current published list price catalog from a manufacturer that corresponds with items on the Bid Sheet. The list price catalogs must be standard publications used throughout the industry. Computer printouts, typed or printed copy sheets are not acceptable.
- C. Bidder/Contractor must have sufficient stock in quantity and diversity to satisfy the requirements of City Departments. Failure to maintain adequate stock may result in the Purchaser invoking the Contractor's Default clause (General Condition No. 47) of the contract.
- D. Bidder/Contractor must currently possess a storage warehouse, distribution facility, parking area and will-call counter (for departmental pick-ups) located within the City and County of San Francisco or within a distance acceptable to the Purchaser and City Departments.
- E. Contractor will be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor must provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours (7:00 A.M. – 5:00 P.M.)
- F. Contractor's warehouse facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility.
- G. The City may require Contractor to provide within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer's they claim to represent, lines of credit with financial institutions from manufacturer's they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements.
- H. The City reserves the right to reject any bid on which information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply information and documentation within the period of time requested.
- I. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions of the contract.

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
For the Term August 15, 2006 Through August 14, 2008

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**SPECIAL CONDITIONS (Continued)**

- J. Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.
- K. Contractor must be capable of producing usage reports required under General Condition No. 50 of this contract.
- L. Bidders must be able to demonstrate to the Purchaser's satisfaction their capabilities, including evidence that they possess adequate facilities and financial resources to fully comply with the requirements of the contract.
- M. The City may request the Contractor to provide place of origin for all items stated on the Award Sheet. City Departments may request, and Contractor must provide, at any time during the term of this contract or any extension thereof, manufacturing certification certificates for any item under this contract.
- N. The City reserves the right to terminate the contract if the information submitted by Contractor fails to satisfy the City and/or Contractor is unable to supply the information and documentation within the period of time requested.

**71. DELIVERY**

Contractor must comply with the following delivery requirements. Failure to comply with all requirements may result in termination of contract in accordance with Contractor's Default clause of the contract.

- A. Deliveries must be F.O.B. Destination to all City Departments located in the City and County of San Francisco, Alameda County, San Mateo County and the Hetch Hetchy Water and Power Project, Mocassin, CA.
- B. Delivery of all items under this contract must be made within five(5) working days from the date the order was placed by the City Department and received by the Contractor.
- C. No substitutions will be allowed. Contractor must deliver the exact order placed by the ordering department.
- D. Contractor may occasionally be required to deliver prior to the maximum five(5) working days delivery period. In some cases, the department may pick-up at the supplier's place of business by a designated department representative.
- E. Emergency deliveries shall be delivered by best means possible, at no additional cost to the City. Contractor shall notify the department of the estimated time of delivery.
- F. Contractor shall notify the ordering department immediately, if unable to deliver the items and quantity ordered. Contractor must notify and obtain approval from the ordering department prior to delivery of any back-ordered item. Ordering departments may reject back-ordered items.

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**SPECIAL CONDITIONS (Continued)**

- G. All deliveries must include a packing slip that includes the following information:
- Complete description including manufacturer's name and number.
  - Quantity ordered.
  - Contract and contract item numbers.
  - Back-ordered items and amount back-ordered.
  - Date back-ordered items will be delivered.
- H. In the event that back-ordered items are delayed in excess of five(5) working days, the City reserves the right to reject partial shipment or cancel the item ordered from the Contractor.

**72. PRICE**

The price for items contained in this contract proposal will be based upon a firm percentage discount from manufacturers or distributors published price catalog.

- A. Bidders must state on their Bid Sheet a firm percentage discount from a manufacturers' or distributors published price catalog, as applicable to each line item.
- B. "Base Prices" as used in this contract proposal shall refer to the list prices as they appear in the manufacturers or distributors published list price catalog, in effect on the bid proposal due date.
- C. All discounts that are shown on the Contract Proposal Bid Sheet apply to full sections of the manufacturers or distributors published list price catalog as they correspond to the specific product specification shown on the Bid Sheet.
- D. The "Base Price" stated in the manufacturers or distributors published list price catalog must remain firm for the first six (6) months of the contract term. After the first six (6) months, contractors may increase their "Base Price" provided, a thirty (30) day advance written notice is submitted to Purchaser, supported by applicable revised manufacturers or distributors list price catalog identifying the contract line item(s) being effected. The revised list price catalog submitted must be from the same manufacturer or distributor used by the Contractor during the original formation of the contract. Any decrease in the "Base Price" shall likewise be passed on the City.
- E. Prices must include delivery to City Departments located within the City and County of San Francisco, County of San Mateo and County of Alameda.

**73. EVALUATION OF BID PRICES**

For evaluation purposes, Purchaser will randomly select various sizes, from a pre-selected list, of the most commonly listed line items in the Bid Sheet, and will arrive at their net evaluated prices, after calculating the corresponding discount quoted in the Bid Sheet, based on the corresponding "Base Prices" for each line item, less any applicable cash discount offered by bidder for payment within thirty (30) days (See Section No.12, page 2), less any applicable DBE preference (See Sections No. 40 through 43) and applicable sales tax adjustment (See Special Condition 74).



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**SPECIAL CONDITIONS (Continued)**

Purchasing will attempt to evaluate this ("bid package" or "contract proposal" package) within thirty (30) days after receipt of bids(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date".

**74. ADJUSTMENT OF BID PRICE FOR SALES TAX**

In accordance with Administrative Code Chapter 21C, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

**75. AWARD**

Award will be made to the lowest, responsive and responsible Bidder(s), as follows: Items No. 100 through 120 individually on a line item basis, Items 200 through 920 will be awarded in the aggregate of all awarded items.

Purchaser reserves the right to delete from consideration for award any item or part of an item for which a manufacturer's price sheet is unavailable or when any portion of an item or specification is determined not to be manufactured as a standard of the industry or for any other reason whatsoever.

For those items that require both domestic and foreign pricing and information, Purchaser reserves the right to award each item from a domestic source only, a foreign source only, or to both a domestic and a foreign source.

In determining the award(s), Purchaser will take into consideration, but will not be limited to:

- A. Price (Evaluated).
- B. Satisfactory evaluation of contractor's ability to comply with requirements of the contract, as determined by Purchaser (Refer to Bidder's Qualifications, Section No. 70).
- C. Any other factors deemed pertinent by Purchasing.

**76. MANUFACTURERS OR DISTRIBUTORS LIST PRICE CATALOG**

- A. Bidders must submit at least one (1) copy of the manufacturers or distributors published list price catalog, covering all items on which bids were submitted, with valid prices in effect on the contract proposal due date.
- B. Bidders must clearly identify each section in the manufacturers or distributors list price catalog that corresponds to the item number listed on the Bid Sheet, for use in price evaluation.
- C. Within ten (10) working days after award, Contractor will be required to deliver to the Various City Departments, in accordance with a list that will be provided by the Purchasing Department, copies of manufacturers or distributors list price catalogs and product catalogs, covering all contract items awarded to Contractor, at no cost to the City.

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**SPECIAL CONDITIONS (Continued)**

**77. DOMESTIC PRODUCTS**

Numerous items on this contract proposal require bidder to submit pricing and information for both domestic and foreign manufacturers.

Domestic manufacturer shall mean, for the purposes of this contract, an item manufactured in the United States or Canada.

Purchaser reserves the right to exclude from consideration and the evaluation process any item for which there is no domestic manufacturer.

**78. MANUFACTURING SOURCES**

This Contract Proposal requires Bidders to provide information on both domestic and foreign manufacturers of the items contained in this contract proposal. This information shall include name of manufacturer and origin of manufacturer (i.e., Country, State). Failure to provide this information may result in rejection of your offer.

**79. ESTIMATED REQUIREMENTS**

The current estimated requirements for purchases made under this contract proposal are approximately \$260,000.00 annually. The estimated breakdowns by category are as follows:

A.	Drills and Reamers (Items #100 and 110)	\$ 40,000.00
B.	Taps and Dies (Item #120)	20,000.00
C.	Fasteners (Items #200-920)	200,000.00

The above listed dollar amounts are estimates only and are based upon current requirements of user departments for the initial contract period. The City and County of San Francisco does not guarantee that purchases will meet or exceed the estimates indicated.

**80. PACKAGING AND LABELING**

Contractor will be required to deliver the items ordered under the contract packaged in individual boxes, suitable for shipment and storage at users facilities. Plastic bags will not be accepted. Each box must be properly labeled with printed complete description, size, quantity and picture of items contained in each box. City Departments will reject orders received without compliance with these packaging and labeling requirements.

**81. SMALL PURCHASES**

Contractor will accept and process purchases as low as \$50.00 in value without assessing any minimum charges. The City reserves the right to place orders below the \$50.00 minimum or for emergency requirements with any other source(s).

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**SPECIAL CONDITIONS (Continued)**

**82. SAMPLES**

Samples of product, demonstrations of capabilities and documentation of any item on this contract proposal may be required prior to award, at no cost to the City, including all delivery charges.

If bidder fails to furnish any sample, conduct any demonstration or provide any documentation within ten (10) working days of being notified to do so, the Purchaser reserves the right to reject bidders offer.

**83. CITY DEPARTMENT'S RESPONSIBILITIES**

City Department ordering items from Contractor(s) shall:

- A. Maintain adequate stock of most commonly used items to minimize emergency orders whenever possible and as applicable to their operations.
- B. Monitor and document Contractor(s) performance and furnish Purchaser copies of records, correspondence and all other documentation relevant to Contractor(s) performance.
- C. Inspect material received from Contractor(s) immediately upon delivery and reject or return damaged or incorrect material for replacement or credit. **(See Section No. 80, Packaging and Labeling).**
- D. Establish quality control measures, as applicable to department's operation and report, through documentation, to Purchaser and Contractor any product defects or premature failures.
- E. Provide the Purchasing Department with documentation of unsatisfactory performance of the contract vendor and receive authorization from the Purchasing Department prior to placing orders with another vendor.
- F. Verify Contractor(s) invoices and ensure that payment terms reflect any applicable cash discount for payment within thirty (30) days when stated in the contract.
- G. Show any applicable cash discount for payment within thirty (30) days on all ordering and payment documents issued for purchases under the contract, otherwise Purchasing and Controller will return such documents unapproved.
- H. Process invoices in a timely manner so as to benefit the City from any cash discount offered for prompt payment.

**84. INSPECTION AND RETURNS**

- A. The Purchaser may inspect or cause to be inspected, deliveries of any item herein. If the item inspected does not conform to the specifications for such item the cost of such inspection, as determined by the Purchaser will be charged to the Contractor.

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**SPECIAL CONDITIONS (Continued)**

- B. Upon delivery, ordering department will check the items for compliance to specifications. If any item is found unacceptable, the department will notify the contractor for pick-up of product(s). The contractor shall issue a credit to the department.

**85. WILL CALL ORDERS**

Orders may be placed on a "will-call" basis. Upon ordering, the department shall provide the City-Wide Blanket Purchase Order or Direct Purchase Order number and the name of the person or person's authorized to pick-up the order. Requesting department will pick-up the order at the Contractor's facilities.

**86. PALLETS**

Contractor shall pick-up all Contractor-owned empty pallets from the loading dock area after each delivery or within twenty-four (24) hours of call by department.

**87. BILLING**

All invoices for payment of Fasteners, Drills and Reamers specified in this contract proposal must show the contract number, contract item number, complete description of the products, contract payment terms and contract price.

Failure to submit invoices with all required information or invoices that contain inaccurate information will not be processed for payment.

All discount periods will begin only when the City receives a properly completed invoice containing all the required information. **NOTE: INVOICES MUST BE SUBMITTED IN TRIPLICATE.**

**88. TERMS OF PAYMENT**

Bidder(s) may offer any discount for payment of purchases made within thirty (30) days of receipt of invoice. However, for the purpose of this bid proposal, the maximum discount that will be applied for bid evaluation purposes will be two-percent (2%). Any discount offered above the two-percent (2%) limit will be taken as a trade discount, and will be deducted from the invoice amount without regard to payment date.

**89. AWARDED ITEMS**

- A. If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the vendor is payment of deliveries made prior to the cancellation date. City shall give the vendor ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing.

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**SPECIAL CONDITIONS (Continued)**

- B. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price.
- C. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.

**90. ORDERING**

- A. Items to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract.
- B. All invoices for payments shall show the Citywide Blanket Purchase Order number, complete description of item, quantity and contract price.

**91. PAYMENT**

- A. The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for completed orders, throughout the term of the contract.
- B. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

**92. ADDITIONAL ITEMS**

- A. If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties.
- B. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract.
- C. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service.
- D. All additional services added to the contract shall be approved through issuance of a contract modification.

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**SPECIAL CONDITIONS (Continued)**

- E. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the amount over 20% or \$50,000, shall be bid in accordance with Standard Purchasing Procedures.

The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.

**93. INSURANCE**

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

- A. Contractor will maintain in force, during the full term of the contract, insurance in the following amounts and coverage:
- (1) Workers' Compensation, with Employers' Liability limits not less than \$1,000,000.00 each accident.
  - (2) Comprehensive or Commercial General Liability Insurance with limits not less than \$1,000,000.00 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Products and Completed Operations.
  - (3) Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000.00 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
- B. General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
- (1) Name as ADDITIONAL INSURED the City and County of San Francisco, its Officers, Agents, and Employees.
  - (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this contract and that insurance applies separately to each insured against whom claim is made or suit is brought.
- C. All policies shall provide thirty days advance written notice to City of cancellation, mailed to the following address:

Director of Purchasing  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Pl., Rm. 430  
San Francisco, California 94107

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**SPECIAL CONDITIONS (Continued)**

- D. Before commencement of the term of this contract, certificates of insurance, in form and with insurers acceptable to the City, evidencing all required insurance, shall be furnished to the City, with complete copies of policies upon request.
- E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policies.
- F. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.
- G. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of such lapse of insurance.
- H. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

**94. FAILURE TO EXECUTE CONTRACT**

- A. Within ten days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the specified insurance certificates to the City.
- B. If such bidders fails or refuses to furnish the required insurance within ten days after receiving notice from Purchasing to file such, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be cancelled. The foregoing in no way limits the damages that are recoverable by City whether or not defined elsewhere in the contract documents.

**95. BID SECURITY**

Each bid must be accompanied by a bid bond, or money order, or a cashier's check or certified check, in the amount of **\$1,000.00** payable to the City and County of San Francisco, to guarantee the filing of Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.** Any proposal submitted with out the proper bid security shall be determined to be non-responsive and result in the rejection of the bid.

After the successful bidder has furnished the required documents or the City has rejected their proposal, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

**A W A R D**  
**FASTENERS, DRILLS AND REAMERS**  
For the Term August 15, 2006 Through August 14, 2008

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**SPECIAL CONDITIONS (Continued)**

**96. ENTIRE AGREEMENT**

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

**97. BID REQUIREMENTS**

To receive consideration, bidders must strictly adhere to all product specifications, bid terms and conditions including the following requirements:

- A. Bid must be made on enclosed bid sheet, percentage discounts quoted should be clearly written by typewriter or handwritten with ink pen;
- B. Price lists submitted with the bid covering all the items quoted must clearly identify each section corresponding to the item numbers listed in the Bid sheet;
- C. The percentage discount must be firm for the term of the contract;
- D. The City reserves the right to request additional information from bidder to verify the information provided in their bid.
- E. **All bids shall be unqualified and unconditional.**
- F. Any bid requiring receipt of contract award in less than one hundred and twenty (120) days will be unacceptable.

**98. BID SUBMITTAL INSTRUCTIONS**

Bids **must** be received at Central Purchasing, City Hall, Room 430, indicated on Page 1 of the Contract Proposal. Bids transmitted by fax or any type of electronic mail will not be accepted.

**Bidders are to return all required documents, which include:**

- A. Page 1 of the Contract Proposal completed and signed.
- B. Bid Sheets with trade discount quoted for items being bid on only.
- C. Manufacturer's catalog of items being bid.
- D. All questionnaires and forms, completed and signed.
- E. Bid bond of \$1,000.00.
- F. Bidders shall mail bid in an envelope clearly marked with the bid number and due date (lower left corner).

**Bids must be made on the enclosed bid sheets.** Prices should be clearly written by typewriter or pen and ink.

**To receive full consideration, your bid should be unqualified and unconditional.**



**A W A R D**  
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**SPECIAL CONDITIONS (Continued)**

FOR MORE INFORMATION, call:

HERMILO RODIS  
Purchaser  
Phone (415) 554-6264  
FAX (415) 554-6717  
**Email: [hermilo.rodis@sfgov.org](mailto:hermilo.rodis@sfgov.org)**

**END OF SPECIAL CONDITIONS**

