



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

Request for Quotation

RFQ NUMBER

07100495

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

V
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N
D
O
R**JAMATT INC.**

Route 1, 351 Cleman's Road
Flemington, WV 26347

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T
O

DIVISION OF HIGHWAYS
DISTRICT SEVEN
STORAGE YARD
1205 US HWY 19 SOUTH
WESTON, WV
26452

304-269-0475

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/19/2010				

BID OPENING DATE:

03/31/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LB		570-84	* 65,868 ³⁹	* 65,868 ³⁹
STRUCTURAL STEEL						
TO PROVIDE STRUCTURAL STEEL FOR MOODY LANE W-BEAM BRIDGE PROJECT# S321-902-0.02 FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATION AND DRAWINGS.						
EXHIBIT 10						
REQUISITION NO.: 07100495						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 ✓						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

304-842-0367

DATE

03/30/2010

TITLE

PRESIDENT

FEIN

201894398

ADDRESS CHANGES TO BE NOTED ABOVE

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

RECEIVED

2010 APR -7 A 10:18

PURCHASING DIVISION
STATE OF WV

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia
Department of Administration
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TYPE NAME/ADDRESS HERE

JAMATT INC.

Route 1, 351 Cleman's Road
Flemington, WV 26347

DIVISION OF HIGHWAYS
DISTRICT SEVEN
STORAGE YARD
1205 US HWY 19 SOUTH
WESTON, WV
26452 304-269-0475

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/19/2010				
BID OPENING DATE: 03/31/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....<i>James E. Mattingly</i>..... SIGNATURE</p> <p>.....JAMATT, INC..... COMPANY</p> <p>.....03/30/2010 04/05/2010..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p> <p>SEE REVERSE SIDE FOR TERMS AND CONDITIONS</p>						
SIGNATURE				TELEPHONE		DATE
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
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JAMATT INC.

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DISTRICT SEVEN
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26452

304-269-0475

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
03/19/2010						
BID OPENING DATE: 03/31/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:		33				
RFQ. NO.:		07100495				
BID OPENING DATE:		03/31/2010				
BID OPENING TIME:		1:30 PM				
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-842-2634 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- JIM MATTINGLY -----						
***** THIS IS THE END OF RFQ 07100495 ***** TOTAL:						# 65,868 ³⁹
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE			FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	

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

Item No.	Quantity	Description	Unit Price	Amount
1	26,400	lb. W Shape Structural Steel AASHTO M270 Grade 50. 5 pieces W-14 X 120, 44 ft. long.	<u>0.99</u>	<u>26,136.00</u>
2	10,400	lb. W Shape Structural Steel AASHTO M270 Grade 50, 8 pieces W-12 X 65, 20 ft. long.	<u>0.92</u>	<u>9,568.00</u>
3	3,380	lb. W Shape Structural Steel AASHTO M270 Grade 50, 2 pieces HP-12 X 65, 26 ft. long	<u>0.96</u>	<u>3,244.80</u>
4	863	lb. C Shape Structural Steel AASHTO M270 Grade 50, 20 pieces C-9 X 13.75, 3' 1 5/8" long.	<u>2.10</u>	<u>1,812.30</u>
5	149	lb. Structural Steel Plate AASHTO M270 Grade 50, 40 pieces 3/8" X 3 1/2" X 10"	<u>5.36</u>	<u>798.64</u>
6	6,370	lb. Structural Steel Plate AASHTO M270 Grade 50, 2 pieces 3/4" X 4' X 26'	<u>1.02</u>	<u>6,497.40</u>
7	140	I.f. Bridge and approach guardrail and attachment assemblies Specifications provided by Midwest Roadside Safety Facility Sheets 8-21 of 21	<u>125.00</u>	<u>17,500.00</u>
8	30	ea. Exterior High Strength Bolt w/ nut and washer 3/4" x 2 1/4"	<u>4.15</u> <u>74 3.93</u>	<u>124.50</u>
9	45	ea. Interior High Strength Bolt w/ nut and washer 3/4" x 2 1/2"	<u>4.15</u>	<u>186.75</u>
TOTAL				<u>\$ 65,868.39</u>

Note: All Stringers, Abutment Caps, Backwall Plates, and Guardrail Assemblies for Moody Lane W-Bridge Project # S321-902-0.02 are to be fabricated in accordance with attached plans. After fabrication, all steel shall be galvanized according to WVDOH specification, Jan 2003, section 689. All cutting, drilling, welding and galvanizing shown on the plans shall be included in this price. Foreign steel will not be accepted. All lab reports must accompany the shipping ticket.

DELIVERY MUST BE MADE WITHIN 30 WORKING DAYS OF AWARDING
OF CONTRACT

LIQUIDATED DAMAGES OF \$20 PER DAY EXCEEDING THE 30th DAY

Any question please contact Michael Austin @ 304-558-2402.

JAMATT INC.

Route 1, 351 Cleman's Road
Flemington, WV 26347



State of West Virginia
Department of Administration
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1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

VENDOR
*621152258 304-842-0367
JAMATT INC
RT 1 351 CLEMANS RD
FLEMINGTON WV 26347

SHIP TO
DIVISION OF HIGHWAYS
DISTRICT SEVEN
STORAGE YARD
1205 US HWY 19 SOUTH
WESTON, WV
26452 304-269-0475

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/31/2010				

BID OPENING DATE:

04/07/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADD THE ATTACHED:						
PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS.						
BID OPENING DATE AND TIME CHANGED						
FROM: 03/31/10 @1:30 P.M.						
TO: 04/07/10 @1:30 P.M.						
NO OTHER CHANGES						
0001	1 LB			570-84	#65,868 ³⁹	#65,868 ³⁹
	1 LBS					
	STRUCTURAL STEEL					
***** THIS IS THE END OF RFQ 07100495 ***** TOTAL:						#65,868 ³⁹

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James C. Chaffin</i>	TELEPHONE 304-842-0367	DATE 04/05/2010
TITLE PRESIDENT	FEIN 20-1894398	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM NO. 1

PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS

1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,
 - A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.
 - B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.
 - C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.
2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:
 - A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,
 - B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.
3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.

REV. 10/01/01

JAMATT INC.Route 1, 351 Cleman's Road
Martinsburg, WV 26347

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: JAMATT, INC.

Authorized Signature: *James C. Mattingly* Date: 03/30/2010

State of WEST VIRGINIA

County of HARRISON, to-wit:

Taken, subscribed, and sworn to before me this 30 day of MARCH, 2010

My Commission expires Nov. 24, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC

Vicki T. Baker

