



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

Solicitation

NUMBER
6614C042

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CRYSTAL RINK 304-558-2402

*709002547 301-223-6910

VENDOR

MACCAFERRI INC
 10303 GOVERNOR LANE BLVD
 WILLIAMSPORT MD 21795

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
04/29/2014

BID OPENING DATE: 05/28/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LB		570-68		
GABION BASKETS REQUEST FOR QUOTATION (OPEN-END CONTRACT) THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE VARIOUS SIZES OF GABION BASKETS FOR USE AT LOCATIONS THROUGHOUT THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6614C042 ***** TOTAL:						<u>\$408,522.50</u>
05/21/14 09:58:04AM West Virginia Purchasing Division						

SIGNATURE 	TELEPHONE 301-223-6910	DATE 5/16/2014
TITLE Sales Director	FEIN 13-1208793	ADDRESS CHANGES TO BE NOTED ABOVE

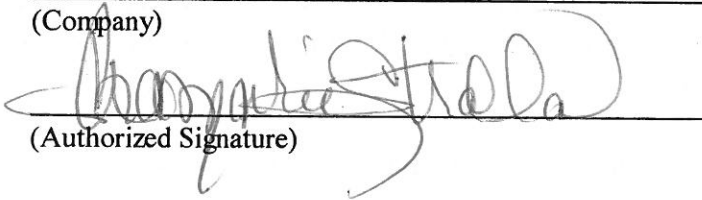
WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

MACCAFERRI, INC.

(Company)



(Authorized Signature)

Anamarie Stralla, Sales Director

(Representative Name, Title)

(301)223-6910

(Phone Number)

(301)223-4356

(Fax Number)

5/16/2014

(Date)

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6614C042

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

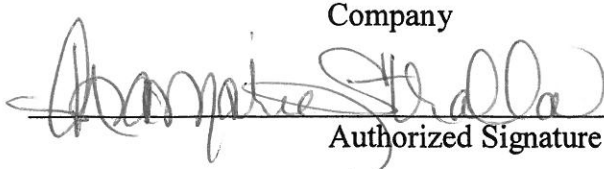
(Check the box next to each addendum received)

- | | | | |
|--------------------------|----------------|--------------------------|-----------------|
| <input type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

MACCAFERRI, INC.

Company



Authorized Signature

May 16, 2014

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
6614C042 Gabion Baskets

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

Contract Manager: Anamarie Stralla
Telephone Numbers: 301-223-6910
Fax Number: 301-223-4356
Email Address: astralla@maccaferri-usa.com

Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. MISCELLANEOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor

DELIVERY:

F.O.B. destination to any designated delivery site within District 1 which includes:
Boone County, Clay County, Kanawha County, Mason County and Putnam County

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	100	\$34.15	\$3,415.00
6'x3'x1'	each	100	\$29.75	\$2,975.00
6'x3'x3'	each	100	\$48.25	\$4,825.00
9'x3'x3'	each	100	\$68.40	\$6,840.00
12'x3'x18"	each	100	\$58.45	\$5,845.00
12'x3'x3'	each	100	\$87.35	\$8,735.00
12'x3'x6'	each	100	\$172.50	\$17,250.00

*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown. There is no guarantee of purchase of any items on this Pricing Page.

DELIVERY:

F.O.B. destination to any designated delivery site within District 2 which includes:
Cabell County, Lincoln County, Logan County, Mingo County and Wayne County

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	100	\$34.15	\$3,415.00
6'x3'x1'	each	100	\$29.75	\$2,975.00
6'x3'x3'	each	100	\$48.25	\$4,825.00
9'x3'x3'	each	100	\$68.40	\$6,840.00
12'x3'x18"	each	100	\$58.45	\$5,845.00
12'x3'x3'	each	100	\$87.35	\$8,735.00
12'x3'x6'	each	100	\$172.50	\$17,250.00

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DELIVERY:

F.O.B. destination to any designated delivery site within District 3 which includes:
Calhoun County, Jackson County, Pleasants County, Ritchie County, Roane
County, Wirt County and Wood County

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	100	\$34.15	\$3,415.00
6'x3'x1'	each	0		
6'x3'x3'	each	200	\$48.25	\$9,650.00
9'x3'x3'	each	0		
12'x3'x18"	each	0		
12'x3'x3'	each	0		
12'x3'x6'	each	0		

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DELIVERY:

F.O.B. destination to any designated delivery site within District 4 which includes:
Doddridge County, Harrison County, Marion County, Monongalia County,
Preston County and Taylor County

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	100	\$34.15	\$3,415.00
6'x3'x1'	each	100	\$29.75	\$2,975.00
6'x3'x3'	each	100	\$48.25	\$4,825.00
9'x3'x3'	each	100	\$68.40	\$6,840.00
12'x3'x18"	each	100	\$58.45	\$5,845.00
12'x3'x3'	each	100	\$87.35	\$8,735.00
12'x3'x6'	each	100	\$172.50	\$17,250.00

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DELIVERY:

F.O.B. destination to any designated delivery site within District 5 which includes:
Berkeley County, Grant County, Hampshire County, Hardy County, Jefferson
County, Mineral County and Morgan County

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	50	\$34.15	\$1,707.50
6'x3'x1'	each	0		
6'x3'x3'	each	100	\$48.25	\$4,825.00
9'x3'x3'	each	25	\$68.40	\$1,710.00
12'x3'x18"	each	25	\$58.45	\$1,461.25
12'x3'x3'	each	25	\$87.35	\$2,183.75
12'x3'x6'	each	0		

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DELIVERY:

F.O.B. destination to any designated delivery site within District 6 which includes: Brooke County, Hancock County, Marshall County, Ohio County, Tyler County and Wetzel County

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	100	\$34.15	\$3,415.00
6'x3'x1'	each	100	\$29.75	\$2,975.00
6'x3'x3'	each	100	\$48.25	\$4,825.00
9'x3'x3'	each	100	\$68.40	\$6,840.00
12'x3'x18"	each	100	\$58.45	\$5,845.00
12'x3'x3'	each	100	\$87.35	\$8,735.00
12'x3'x6'	each	100	\$172.50	\$17,250.00

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DELIVERY:

F.O.B. destination to any designated delivery site within District 7 which includes:
Barbour County, Braxton County, Gilmer County, Lewis County, Upshur
County and Webster County

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	100	\$34.15	\$3,415.00
6'x3'x1'	each	100	\$29.75	\$2,975.00
6'x3'x3'	each	100	\$48.25	\$4,825.00
9'x3'x3'	each	100	\$68.40	\$6,840.00
12'x3'x18"	each	100	\$58.45	\$5,845.00
12'x'3'x3'	each	100	\$87.35	\$8,735.00
12'x'3'x6'	each	100	\$172.50	\$17,250.00

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DELIVERY:

F.O.B. destination to any designated delivery site within District 8 which includes:
Pendleton County, Pocahontas County, Randolph County and Tucker County

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	100	\$34.15	\$3,415.00
6'x3'x1'	each	100	\$29.75	\$2,975.00
6'x3'x3'	each	100	\$48.25	\$4,825.00
9'x3'x3'	each	100	\$68.40	\$6,840.00
12'x3'x18"	each	100	\$58.45	\$5,845.00
12'x3'x3'	each	100	\$87.35	\$8,735.00
12'x3'x6'	each	100	\$172.50	\$17,250.00

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DELIVERY:

F.O.B. destination to any designated delivery site within District 9 which includes:
Fayette County, Greenbrier County, Monroe County, Nicholas County
and Summers County

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	200	\$34.15	\$6,830.00
6'x3'x1'	each	0	\$29.75	\$0.00
6'x3'x3'	each	400	\$48.25	\$19,300.00
9'x3'x3'	each	0	\$68.40	\$0.00
12'x3'x18"	each	0	\$58.45	\$0.00
12'x'3'x3'	each	0	\$87.35	\$0.00
12'x'3'x6'	each	0	\$172.50	\$0.00
12'x'6'x1'	each	100	\$82.45	\$8,245.00

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DELIVERY:

F.O.B. destination to any designated delivery site within District 10 which includes:
McDowell County, Mercer County, Raleigh County and Wyoming County

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	100	\$34.15	\$3,415.00
6'x3'x1'	each	100	\$29.75	\$2,975.00
6'x3'x3'	each	100	\$48.25	\$4,825.00
9'x3'x3'	each	100	\$68.40	\$6,840.00
12'x3'x18"	each	100	\$58.45	\$5,845.00
12'x3'x3'	each	100	\$87.35	\$8,735.00
12'x3'x6'	each	100	\$172.50	\$17,250.00

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PICK-UP by any District at the Vendor's Storage Site.

Bid per Unit price shall include loading of the WVDOH vehicle.

There is no typical pick-up order quantity.

Quantity will be identified on the Agency Release.

All responsible Vendors submitting a bid will be awarded a contract for this Pricing Page.

Size	Unit of Measure	Cost per Unit of Measure
6'x3'x18"	each	\$32.00
6'x3'x1'	each	\$27.15
6'x3'x3'	each	\$44.10
9'x3'x3'	each	\$64.75
12'x3'x18"	each	\$55.85
12'x3'x3'	each	\$82.10
12'x3'x6'	each	\$159.30

The most recent 911 address or physical address of the Vendor's Storage Site:

Maccaferri, Inc.
10303 Governor Lane Blvd.
Williamsport, Maryland 21795

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: MACCAFERRI, INC.

Authorized Signature: *[Handwritten Signature]* Date: May 16, 2014

State of Maryland

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 16th day of May, 2014.

My Commission expires 1/10, 2016

AFFIX SEAL HERE

NOTARY PUBLIC

[Handwritten Signature]

Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.