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MACCAFERRI INC

WILLIAMSPORT MD

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

## Request for Quotation

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RFQ NUMBER 6611C030

PAGE	
1	

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

304-558-2402

301-223-6910 10303 GOVERNOR LANE BLVD 21795

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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# 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.
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- 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 <a href="https://www.state.wv.us/admin/purchase/vrc/hipaa.htm">www.state.wv.us/admin/purchase/vrc/hipaa.htm</a> 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).



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MACCAFERRI INC

WILLIAMSPORT MD

10303 GOVERNOR LANE BLVD

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

301-223-6910

21795

#### **Request for** Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

**BUYER 33** 

304-558-2402

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

**ADDRESS CHANGES TO BE NOTED ABOVE** 

DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHT TERMS 05/10/2011 **BID OPENING DATE:** 06/15/2011 BID OPENING TIME <u>01:30PM</u> CAT NO LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO PLANS AND/OR SPECIFICATION, ETC. MY PROPOSAL, ADDENDUM NO. 'S: NO. 1 NO. 2 NO. NO. NO. I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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. SIGNATURE Maccafers. Inc. COMPANY SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 301-223-6910 13,2011 TITLE



VENDOR

Manager

TITLE

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

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

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WILLIAMSPORT MD 21795 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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DATE PRINTED. TERMS OF SALE SHIP VIA FOB. FREIGHT TERMS 05/10/2011 BID OPENING DATE: 06/15/2011 **BID OPENING TIME** 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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. ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 301-223-6910 SIGNATURE June 13,2011



State of West Virginia
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2019 Washington Street East
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MACCAFERRI INC

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

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#### District 1

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	100	* 35	\$3,500
6'x3'x1'	each	100	#30	# 3,000
6'x3'x3'	each	100	*49	* 4,900
9'x3'x3'	each	100	# 70	# 7,000
12'x3'x18"	each	100	860	# 6,000
12'x'3'x3'	each	100	*89	* 8,900
12'x'3'x6'	each	100	\$177	\$17,700

9.

Bid Schedule

Gabion Baskets

66-11-C030

including Tie Wire

			Cost per	
	Unit of	Estimated	Unit of	Extended
Size	Measure	Quantity	Measure	Cost
6'x3'x18"	each	100	* 35	g 3500
6'x3'x1'	each	100	# 30	43000
6'x3'x3'	each	500	* 49	<sup>8</sup> 24,500
9'x3'x3'	each	500	\$ 70	# 35,000
12'x3'x18"	each	100	\$ 60	46,000
12'x'3'x3'	each	250	* 89	*22,250
12'x'3'x6'	each	100	*177	17,700

#### District 3

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	100	*35	\$ 3500
6'x3'x1'	each	100	* 30	\$ 3000
6'x3'x3'	each	500	*49	\$ 24,500
9'x3'x3'	each	100	\$ 70	4 7000
12'x3'x18"	each	100	# 60	4 6000
12'x'3'x3'	each	100	* 89	*8900
12'x'3'x6'	each	100	\$177	\$17,700

9.

Bid Schedule

Gabion Baskets

66-11-C030

including Tie Wire

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	250	* 35	<sup>8</sup> 8,750
6'x3'x1'	each	100	* 30	<sup>1</sup> 3000
6'x3'x3'	each	600	49	129,400
9'x3'x3'	each	100	70	4 7000
12'x3'x18"	each	100	60	6000
12'x'3'x3'	each	100	89	4 8900
12'x'3'x6'	each	250	1177	\$44,250

#### District 5

			Cost per	
	Unit of	Estimated	Unit of	Extended
Size	Measure	Quantity	Measure	Cost
6'x3'x18"	each	100	135	*3500
6'x3'x1'	each	100	*30	\$3000
6'x3'x3'	each	100	149	44900
9'x3'x3'	each	25	#70	* 1750
12'x3'x18"	each	100	460	4 6000
12'x'3'x3'	each	40	*89	\$3560
12'x'3'x6'	each	100	*177	¥17,700

9.

Bid Schedule

Gabion Baskets

66-11-C030

including Tie Wire

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	100	*35	*3500
6'x3'x1'	each	100	\$ 30	43000
6'x3'x3'	each	500	* 49	4 24,500
9'x3'x3'	each	500	8 70	* 35,000
12'x3'x18"	each	100	660	4000
12'x'3'x3'	each	250	<b>4</b> 89	4 22,250
12'x'3'x6'	each	100	\$177	17,700

## District 7

	Unit of	Estimated	Cost per Unit of	Extended
Size	Measure	Quantity	Measure	Cost
6'x3'x18"	each	25	* 35	1875
6'x3'x1'	each	100	*30	*3000
6'x3'x3'	each	50	449	# 2450
9'x3'x3'	each	50	* 70	* 3500
12'x3'x18"	each	100	* 60	\$ 6000
12'x'3'x3'	each	25	# 89	* 2225
12'x'3'x6'	each	100	177	\$17,700

9.

Bid Schedule

Gabion Baskets

66-11-C030

including Tie Wire

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	100	s 35	*3500
6'x3'x1'	each	100	* 36	* 3000
6'x3'x3'	each	250	4 49	12,250
9'x3'x3'	each	250	* 70	417,500
12'x3'x18"	each	100	60	6000
12'x'3'x3'	each	100	* 89	* 8900
12'x'3'x6'	each	100	#177	*17,700

#### District 9

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	250	# 3 <i>5</i>	8750
6'x3'x1'	each	100	430	\$ 3000
6'x3'x3'	each	500	149	824,500
9'x3'x3'	each	500	*70	35000
12'x3'x18"	each	50	\$ 60	<b>43000</b>
12'x'3'x3'	each	250	\$ 89	\$ 22250
12'x'3'x6'	each	100	*177	\$17,700

9.

Bid Schedule

Gabion Baskets

66-11-C030

including Tie Wire

Size	Unit of Measure	Estimated Quantity	Cost per Unit of Measure	Extended Cost
6'x3'x18"	each	50	*35	*1750
6'x3'x1'	each	50	30	9 1500
6'x3'x3'	each	200	449	19800
9'x3'x3'	each	100	<sup>‡</sup> 70	<sup>4</sup> 7000
12'x3'x18"	each	100	\$ 60	\$ 6000
12'x'3'x3'	each	100	*89	\$ 8900
12'x'3'x6'	each	100	#177 ·	*17,700

RFQ No. \_ 66110030

#### 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 exceed 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: Maccaferri Inc.	
Authorized Signature:	Date: June 13, 2011
State of Maryland	
County of washington, to-wit:	
Taken, subscribed, and sworn to before me this 13 day	y of <u>June</u> , 2011.
My Commission expires	, 20 <u>_</u>
AFFIX SEAL HERE	NOTARY PUBLIC Delson a. Boin
POPOR ALL A: DE ATE	

OTARY PUBLIC STATE OF MARYLAND My Commission Expires April 11, 2015