



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

Request for Quotation

RFO NUMBER

02120384

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

JAMATT INC.
Route 1, 351 Clemans Road
Flemington, WV 26347
304-842-0367

DIVISION OF HIGHWAYS
DISTRICT TWO

US ROUTE 60 EAST
BARBOURSVILLE, WV
25504

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/17/2012				

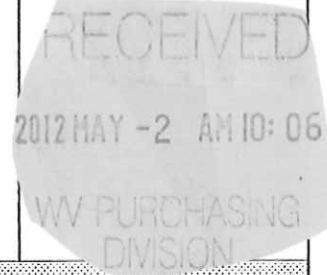
BID OPENING DATE: 05/02/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01						
ISSUED TO CHANGE BID OPENING DATE FROM 04/18/2012 AT 1:30 P.M. TO 05/02/2012 AT 1:30 P.M. AND TO CORRECT THE FOLLOWING:						
CHANGE SECTION 2.0, SCOPE OF WORK, SENTENCE ONE, FROM "THE SUCCESSFUL VENDOR SHALL PROVIDE MATERIAL FOR THE" TO "THE SUCCESSFUL VENDOR SHALL PROVIDE STEEL PILING AS DESCRIBED."						
DELETE 2.2.2						
DELETE PURCHASING CARD LANGUAGE, SECTION 3.2 A.						
0001	41	EA		570-78	\$2,158 ¹⁶	\$88,484 ⁵⁶
	W18X106 KSI 50			STEEL 40'-0" LONG		
0002	69	EA		570-78	\$1,231 ⁸⁶	\$84,998 ³⁴
	HP12X84 KSI STEEL			35'-0" LONG		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	James C. Hoffmeyer	TELEPHONE	304-842-0367	DATE	05/01/2012
TITLE	PRESIDENT	FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	

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





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04/05/2012				

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	41	EA	570-78	W18X106 KSI 50 STEEL 40'-0" LONG	\$2,158 ¹⁶	\$88,484 ⁵⁶
0002	69	EA	570-78	HP12X84 KSI STEEL 35'-0" LONG	\$1,231 ⁸⁶	\$84,998 ³⁴
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH STEEL PILING FOR HARLESS FORK ROAD AND TOM'S FORK ROAD PROJECTS PER THE ATTACHED SPECIFICATIONS.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN 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.						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>James A. Cummings</i>	304-842-0367	05/01/2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT		

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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.
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.html 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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Route 1, 351 Clemans Road
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304-842-0367

DIVISION OF HIGHWAYS
DISTRICT TWO

US ROUTE 60 EAST
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/05/2012				

BID OPENING DATE: 04/18/2012 05/02/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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RFQ COPY

TYPE NAME/ADDRESS HERE

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JAMATT INC.
Route 1, 351 Clemans Road
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304-842-0367

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DIVISION OF HIGHWAYS
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: ALAN CUMMINGS - FILE 33						
RFQ. NO.: 02120384						
BID OPENING DATE: 04/18/2012 05/02/2012						
BID OPENING TIME: 1 30 P.M.						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-842-2634						
CONTACT PERSON (PLEASE PRINT CLEARLY): JAMATT INC.						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ 02120384 ***** TOTAL: \$173,482.90						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FIRM		ADDRESS CHANGES TO BE NOTED ABOVE		

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Specifications One Time Purchase

Purpose: The steel piling is for projects on Harless Fork Road and Tom's Fork Road.

1.0 DEFINITIONS

- A. The "Agency" shall be defined as the West Virginia Division of Highways
- B. The "Vendor" shall be defined as the successful bidder.
- C. The "Purchase Order" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. "Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

2.0 SCOPE OF WORK

The successful Vendor shall provide material for the ~~STEEL PILING~~ [✓] ~~AS DESCRIBED.~~

2.1 Technical Requirements:

All steel beams and piling shall be in accordance with West Virginia Division of Highways Standard Specifications Road and Bridges, adopted 2010 and the current Supplemental Specifications and the attached control points.

www.transportation.wv.gov/highways/engineering/pages/publication.aspx

2.2.1 All Shipments are to be FOB destination.

2.2.2 The Vendor shall be responsible for all costs associated with delivery to the Barboursville, WV storage site.

2.2 Delivery

2.2.1 Deliveries shall be made to storage site on US Rt. 60 East, near Barboursville, WV (Map Attached)

2.2.2 Vendor shall coordinate delivery with the District Storeroom Supervisor 304-528-5925 District Bridge Engineer @ 304-528-5655.

2.2.3 Delivery is an integral part of this purchase order and failure to comply will be cause to initiate a WV-82, Vendor Performance Form. This form will officially notify the West Virginia Division of Purchasing and the Vendor of unsatisfactory performance in the execution of this purchase order and the requirements herein.

3.0 INVOICING

3.1 Payment

3.1.1 The Vendor must send an invoice to:
West Virginia Division of Highways, District Two
801 Madison Ave.
Huntington, WV 25712
Attn: William Wade

3.2 Payment of Approved Steel

3.2.1 Upon Completion of full delivery of the steel, vendor may request payment based on the following conditions.

- ~~a. Vendor must accept West Virginia Division of Highway Visa Card.~~
- b. The vendor must furnish an official invoice for the approved steel.

- c. Vendor must provide all documents that prove the steel meets the West Virginia Division of Highways Standard Specifications Road and Bridges, adopted 2010 and the current Supplemental Specifications and the attached control points prior to payment.

www.transportation.wv.gov/highways/engineering/pages/publication.aspx

4.0 AWARD

Purchase order will be awarded complete and not split.

JAMATT INC.
Route 1, 351 Clemans Road
Flemington, WV 26347
304-842-0367

8

Cost Sheet

RFQ#

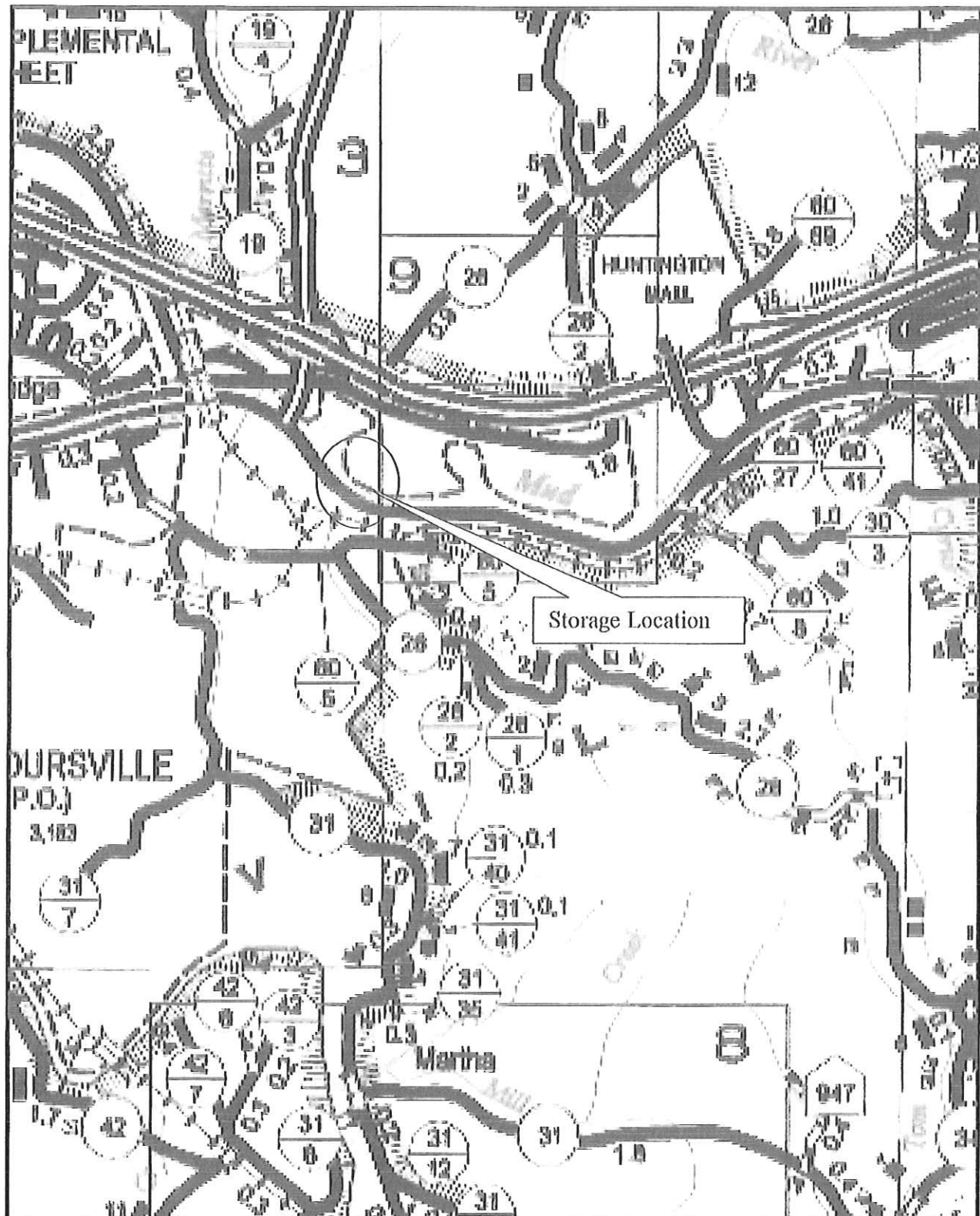
Item Number	Quantity	Description	Unit Price	Amount
1	41	EA- W18x106 ksi steel beam 40'-0" long	\$2,158 ¹⁶	\$88,484 ⁵⁶
2	69	EA-HP 12x84 ksi steel piling 35'-0" Long	\$1,231 ⁸⁶	\$84,998 ³⁴
			TOTAL	\$173,482 ⁹⁰

S322-13/1-0.57 Tom's Fork Road
S322-38/-0.84 Harless Fork Road

Bridge Storage Lot

9

Barboursville, WV



RFQ No. 02120384STATE 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 SIGNATUREVendor's Name: JAMATT, INC.Authorized Signature: *Jane C. Mattingly* Date: 05/01/2012State of WEST VIRGINIACounty of TAYLOR, to-wit:Taken, subscribed, and sworn to before me this 1ST day of MAY, 2012.My Commission expires NOVEMBER 29, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC: *Jeneane B. Mattingly*