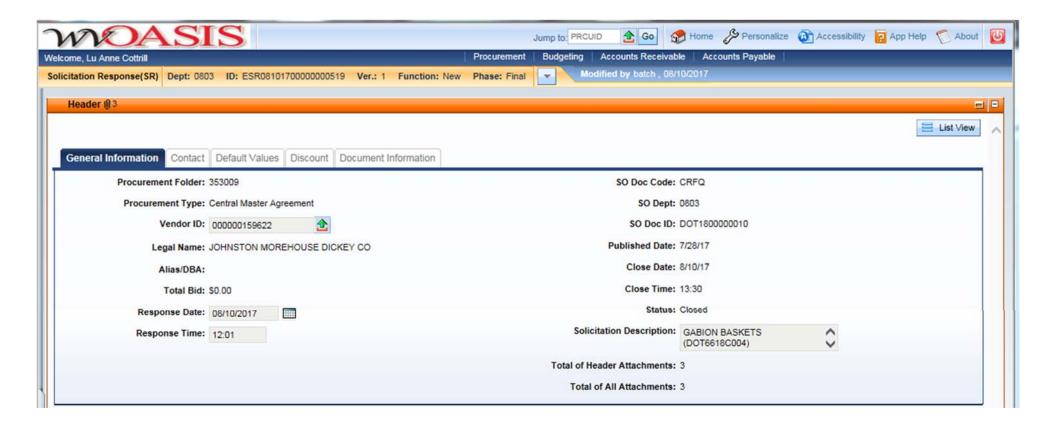


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronicallysubmitted vendor response to an advertised solicitation from the West Virginia Purchasing Bulletin within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





# State of West Virginia Solicitation Response

Proc Folder: 353009

Solicitation Description: GABION BASKETS

Proc Type: Central Master Agreement

Date issued Solicitation	on Closes   Solicitation	on Response	Version
2017-08 13:30:00		0803 ESR08101700000000519	1

VENDOR

000000159622

JOHNSTON MOREHOUSE DICKEY CO

Solicitation Number: CRFQ 0803 DOT1800000010

**Total Bid :** \$0.00 **Response Date:** 2017-08-10 **Response Time:** 12:01:50

Comments:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov

Signature on File FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Vendor shall use Exhibit_A & Exhibit_B Pricing Page(s)	0.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #	
31163401				

#### **Extended Description:**

GABION BASKETS PER PRICING PAGES, EXHIBIT\_A AND EXHIBIT\_B:

Note: Vendor shall use Exhibit\_A and Exhibit\_B Pricing Page(s) for bid pricing. If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line. Vendor shall enter pricing into the Exhibit\_A & B Excel pages and must attach with bid.

### **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

			Co	ost per		
	Unit of	Estimated	U	Init of	Extended	
Size	Measure	Quantity	Me	easure		Cost
6'x3'x18"	each	100	\$	51.85	\$	5,185.00
6'x3'x1'	each	100	\$	47.50	\$	4,750.00
6'x3'x3'	each	100	\$	72.50	\$	7,250.00
9'x3'x3'	each	100	\$	97.50	\$	9,750.00
12'x3'x18"	each	100	\$	88.75	\$	8,875.00
12'x3'x3'	each	100	\$	121.25	\$	12,125.00
12'x3'x6'	each	100	\$	240.00	\$	24,000.00
12'x6'x1'	each	100	\$	175.00	\$	17,500.00

<sup>\*</sup>Quantities listed in this Solicitation 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

			(	Cost per		
	Unit of	Estimated		Unit of	I	Extended
Size	Measure	Quantity	N	/leasure		Cost
6'x3'x18"	each	100	\$	51.85	\$	5,185.00
6'x3'x1'	each	100	\$	47.50	\$	4,750.00
6'x3'x3'	each	100	\$	72.50	\$	7,250.00
9'x3'x3'	each	100	\$	97.50	\$	9,750.00
12'x3'x18"	each	100	\$	88.75	\$	8,875.00
12'x3'x3'	each	100	\$	121.25	\$	12,125.00
12'x3'x6'	each	100	\$	240.00	\$	24,000.00
12'x6'x1'	each	100	\$	175.00	\$	17,500.00

<sup>\*</sup>Quantities listed in this Solicitation 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 3** which includes: Calhoun County, Jackson County, Pleasants County, Ritchie County, Roane County, Wirt County and Wood County

			С	ost per		
	Unit of	Estimated	ι	Jnit of	Extended	
Size	Measure	Quantity	M	leasure		Cost
6'x3'x18"	each	100	\$	51.85	\$	5,185.00
6'x3'x1'	each	100	\$	47.50	\$	4,750.00
6'x3'x3'	each	100	\$	72.50	\$	7,250.00
9'x3'x3'	each	100	\$	97.50	\$	9,750.00
12'x3'x18"	each	100	\$	88.75	\$	8,875.00
12'x3'x3'	each	100	\$	121.25	\$	12,125.00
12'x3'x6'	each	100	\$	240.00	\$	24,000.00
12'x6'x1'	each	100	\$	175.00	\$	17,500.00

<sup>\*</sup>Quantities listed in this Solicitation 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 4** which includes: Doddridge County, Harrison County, Marion County, Monongalia County, Preston County and Taylor County

			Co	ost per		
	Unit of	Estimated	U	Init of	Extended	
Size	Measure	Quantity	Me	easure		Cost
6'x3'x18"	each	100	\$	51.85	\$	5,185.00
6'x3'x1'	each	100	\$	47.50	\$	4,750.00
6'x3'x3'	each	100	\$	72.50	\$	7,250.00
9'x3'x3'	each	100	\$	97.50	\$	9,750.00
12'x3'x18"	each	100	\$	88.75	\$	8,875.00
12'x3'x3'	each	100	\$	121.25	\$	12,125.00
12'x3'x6'	each	100	\$	240.00	\$	24,000.00
12'x6'x1'	each	100	\$	175.00	\$	17,500.00

<sup>\*</sup>Quantities listed in this Solicitation 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 5** which includes: Berkeley County, Grant County, Hampshire County, Hardy County, Jefferson County, Mineral County and Morgan County

			С	ost per		
	Unit of	Estimated	ι	Jnit of	Extended	
Size	Measure	Quantity	М	easure		Cost
6'x3'x18"	each	100	\$	51.85	\$	5,185.00
6'x3'x1'	each	100	\$	47.50	\$	4,750.00
6'x3'x3'	each	100	\$	72.50	\$	7,250.00
9'x3'x3'	each	100	\$	97.50	\$	9,750.00
12'x3'x18"	each	100	\$	88.75	\$	8,875.00
12'x3'x3'	each	100	\$	121.25	\$	12,125.00
12'x3'x6'	each	100	\$	240.00	\$	24,000.00
12'x6'x1'	each	100	\$	175.00	\$	17,500.00

<sup>\*</sup>Quantities listed in this Solicitation 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 6** which includes: Brooke County, Hancock County, Marshall County, Ohio County, Tyler County and Wetzel County

			Co	ost per		
	Unit of	Estimated	U	Init of	Extended	
Size	Measure	Quantity	Me	easure		Cost
6'x3'x18"	each	100	\$	51.85	\$	5,185.00
6'x3'x1'	each	100	\$	47.50	\$	4,750.00
6'x3'x3'	each	100	\$	72.50	\$	7,250.00
9'x3'x3'	each	100	\$	97.50	\$	9,750.00
12'x3'x18"	each	100	\$	88.75	\$	8,875.00
12'x3'x3'	each	100	\$	121.25	\$	12,125.00
12'x3'x6'	each	100	\$	240.00	\$	24,000.00
12'x6'x1'	each	100	\$	175.00	\$	17,500.00

<sup>\*</sup>Quantities listed in this Solicitation 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 7** which includes: Barbour County, Braxton County, Gilmer County, Lewis County, Upshur County and Webster County

			Cost per	
	Unit of	Estimated	Unit of	Extended
Size	Measure	Quantity	Measure	Cost
6'x3'x18"	each	100	\$ 51.85	\$ 5,185.00
6'x3'x1'	each	100	\$ 47.50	\$ 4,750.00
6'x3'x3'	each	100	\$ 72.50	\$ 7,250.00
9'x3'x3'	each	100	\$ 97.50	\$ 9,750.00
12'x3'x18"	each	100	\$ 88.75	\$ 8,875.00
12'x3'x3'	each	100	\$ 121.25	\$ 12,125.00
12'x3'x6'	each	100	\$ 240.00	\$ 24,000.00
12'x6'x1'	each	100	\$ 175.00	\$ 17,500.00

<sup>\*</sup>Quantities listed in this Solicitation 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 8** which includes: Pendleton County, Pocahontas County, Randolph County and Tucker County

			Co	ost per		
	Unit of	Estimated	U	Init of	Extended	
Size	Measure	Quantity	Me	easure		Cost
6'x3'x18"	each	100	\$	51.85	\$	5,185.00
6'x3'x1'	each	100	\$	47.50	\$	4,750.00
6'x3'x3'	each	100	\$	72.50	\$	7,250.00
9'x3'x3'	each	100	\$	97.50	\$	9,750.00
12'x3'x18"	each	100	\$	88.75	\$	8,875.00
12'x3'x3'	each	100	\$	121.25	\$	12,125.00
12'x3'x6'	each	100	\$	240.00	\$	24,000.00
12'x6'x1'	each	100	\$	175.00	\$	17,500.00

<sup>\*</sup>Quantities listed in this Solicitation 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 9** which includes: Fayette County, Greenbrier County, Monroe County, Nicholas County and Summers County

			Co	ost per		
	Unit of	Estimated	U	Init of	Extended	
Size	Measure	Quantity	Me	easure		Cost
6'x3'x18"	each	100	\$	51.85	\$	5,185.00
6'x3'x1'	each	100	\$	47.50	\$	4,750.00
6'x3'x3'	each	100	\$	72.50	\$	7,250.00
9'x3'x3'	each	100	\$	97.50	\$	9,750.00
12'x3'x18"	each	100	\$	88.75	\$	8,875.00
12'x3'x3'	each	100	\$	121.25	\$	12,125.00
12'x3'x6'	each	100	\$	240.00	\$	24,000.00
12'x6'x1'	each	100	\$	175.00	\$	17,500.00

<sup>\*</sup>Quantities listed in this Solicitation 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 10** which includes: McDowell County, Mercer County, Raleigh County and Wyoming County

			Co	ost per		
	Unit of	Estimated	Unit of		Extended	
Size	Measure	Quantity	Measure		Cost	
6'x3'x18"	each	100	\$	51.85	\$	5,185.00
6'x3'x1'	each	100	\$	47.50	\$	4,750.00
6'x3'x3'	each	100	\$	72.50	\$	7,250.00
9'x3'x3'	each	100	\$	97.50	\$	9,750.00
12'x3'x18"	each	100	\$	88.75	\$	8,875.00
12'x3'x3'	each	100	\$	121.25	\$	12,125.00
12'x3'x6'	each	100	\$	240.00	\$	24,000.00
12'x6'x1'	each	100	\$	175.00	\$	17,500.00

<sup>\*</sup>Quantities listed in this Solicitation 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.

### PICK-UP by WVDOH 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 Delivery Order.

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

	Unit of	Cost per Unit of		
Size	Measure	Measure		
6'x3'x18"	each	\$	47.65	
6'x3'x1'	each	\$	44.25	
6'x3'x3'	each	\$	67.95	
9'x3'x3'	each	\$	92.50	
12'x3'x18"	each	\$	83.00	
12'x3'x3'	each	\$	114.00	
12'x3'x6'	each	\$	225.00	
12'x6'x1'	each	\$	160.00	

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

JMD Company	
6010 MacCorkle	
St. Albans, WV 25177	

#### STATE OF WEST VIRGINIA Purchasing Division

### **PURCHASING AFFIDAVIT**

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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.

## 

NOTARIAL SEAL

Nancy Mitchell. Notary Public

Bethel Park Borc, Allegheny County
My Commission Expires April 9, 2018

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES