



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
DNR209031

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

Home Depot
100 Cross Terrace Blvd.
S. Char., WV 25309

SHIP TO

DIVISION OF NATURAL RESOURCES
CARNIFEX FERRY BATTLEFIELD
ATTN: PARK SUPERINTENDENT
1194 CARNIFEX FERRY ROAD
SUMMERSVILLE, WV
26651 304-872-0825

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/07/2008 | | | | |

BID OPENING DATE: **09/24/2008** BID OPENING TIME: **01:30PM**

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| <p>DATE: <i>9-23-08</i></p> <p>SIGNED: <i>Bill Buckalew</i></p> <p>TITLE: <i>PRO SALES</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</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 THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: DNR209031</p> | | | | | | |

RECEIVED

08 SEP 23 PM 12:22

PURCHASING DIVISION
 STATE OF WV

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'

**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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form
4. Unit prices shall prevail in case of discrepancy
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun

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 materials, 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

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, West Virginia Insurance Commission, or any other state agencies or political subdivision Furthermore, 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

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 Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies

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

Vendor's Name: HOME DEPOT

Authorized Signature: Bill Buckalove Date: 9-23-08

HOME DEPOT
#4802

To supply materials for construction of eight hundred (800) picnic tables at Carnifex Ferry Battlefield State Park, Summersville, West Virginia The Materials will include the following items:

| Item No. | Quantity | Description | Unit Price | Amount |
|----------|----------|---|--------------|-----------------------------|
| 1 | 800 | 4 x 4 x 12' Treated | <u>9.34</u> | <u>7,472.⁰⁰</u> |
| 2 | 4,000 | 2 x 6 x 12' Treated | <u>6.04</u> | <u>24,160.⁰⁰</u> |
| 3 | 800 | 2 x 8 x 12' Treated | <u>8.52</u> | <u>6,816.⁰⁰</u> |
| 4 | 400 | 2 x 4 x 10' Treated | <u>2.99</u> | <u>1,196.⁰⁰</u> |
| 5 | 600 | 2 x 4 x 12' Treated | <u>3.99</u> | <u>2,394.⁰⁰</u> |
| 6 | 64,000 | 16 penny/Galvanized Ring Shank Nail for a Bostitch F28WW Wire Weld Framing Nailer | <u>46.00</u> | <u>1,472.⁰⁰</u> |
| 7 | 6,400 | 1/2" x 4" Galvanized Carriage Bolt | <u>13.00</u> | <u>3,328.⁰⁰</u> |
| 8 | 6,400 | 1/2" Galvanized Flat Washer | <u>1.37</u> | <u>350.⁷²</u> |
| 9 | 6,400 | 1/2" Galvanized Nut | <u>3.33</u> | <u>852.⁴⁸</u> |
| 10 | 1 | F O B Destination. Freight and or delivery charges are to be included in the price of the materials | | |
| TOTAL | | | <u>94.58</u> | <u>48,041.20</u> |

All treated lumber must be of #2 quality standards or better

Agency must be able to trade any broken or unusable lumber for suitable lumber



QUOTE

Store 4802 CHARLESTON, WV
100 CROSS TERRACE BLVD
CHARLESTON, WV 25309

Phone: (304) 744-9501
Salesperson: WTB97U
Reviewer:

QUOTE

SOLD TO

Name: **STATE OF WV DEPT OF ADM STATE OF WV** Home Phone: **(304) 558-2316**

Address: **20199 WASHINGTON ST E** Work Phone: **() -**

PO BOX 50130 Company Name:

City: **CHARLESTON** Job Description: **RFO#DNR209031**

State: **WV** Zip: **253050130** County: **KANAWHA**

2008-09-23 10:15
Prices Valid Thru: 09/24/2008

HOME DEPOT DELIVERY #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers.

| REF # | SKU | QTY | UM | DESCRIPTION | TAX | PRICE EACH | EXTENSION | |
|-----------------------------------|---------|----------|----|--------------------------------|-----|------------|---------------------------|-------------|
| S0502 | 641-366 | 4,000.00 | EA | 2X6X12' #2 /2X6X12' #2 TREATED | N | \$6.04 | \$24,160.00 | |
| | | | | TREATED | | | | |
| DELIVERY INFORMATION: | | | | | | | MERCHANDISE TOTAL: | \$24,160.00 |
| V06 | 515-663 | 1.00 | EA | CURBSIDE DELIVERY SERVICE | Y | \$0.00 | \$0.00 | |
| DELIVERY SERVICE SUBTOTAL: | | | | | | | \$0.00 | |

SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all S/O merchandise

HOME DEPOT WILL DELIVER MDSE TO: STATE OF WV DEPT OF ADMIN PURCHASING DIVISION, STA

ADDRESS: 20199 WASHINGTON ST E, PO BOX 50130 **CITY:** CHARLESTON

STATE: WV **ZIP:** 253050130 **COUNTY:** KANAWHA **SALES TAX RATE:** 6.000

PHONE: (304) 558-2316

MDSE & DELIVERY TOTALS: \$24,160.00

END OF HOME DEPOT DELIVERY - REF #V06

HOME DEPOT DELIVERY #2

REF #V07

STOCK MERCHANDISE TO BE DELIVERED:

| REF # | SKU | QTY | UM | DESCRIPTION | TAX | PRICE EACH | EXTENSION |
|-------|---------|--------|----|-------------------|-----|------------|-----------|
| R01 | 538-787 | 256.00 | BX | HEX NUTS GALV 1/2 | N | \$3.33 | \$852.48* |

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HOME DEPOT DELIVERY #2
(Continued)

REF #V07

STOCK MERCHANDISE TO BE DELIVERED:

| REF # | SKU | QTY | UM | DESCRIPTION | TAX | PRICE EACH | EXTENSION |
|------------------------------------|---------|--------|----|---|--------------------------------|------------|-------------|
| R02 | 157-702 | 256.00 | BG | 1/2" CUT WASHERS HDG - 25 PC / | N | \$1.37 | \$350.72* |
| R03 | 538-698 | 256.00 | BX | CARRIAGE BOLT GALV 1/2X4 25 PCS / | N | \$13.00 | \$3,328.00* |
| S/O - MDSE TO BE DELIVERED: | | | | STANLEY-BOSTITCH REF #S04 | ESTIMATED ARRIVAL DATE: | | |
| S0401 | 782-165 | 32.00 | BX | S16DS131GAL /S16DS131GAL --- 16P GALV SCREW SHANK /S16DS131GAL --- 16P GALV SCREW SHANK -- BOS OF 2000 | N | \$46.00 | \$1,472.00* |

S/O - MDSE TO BE DELIVERED:

| S/O ROCKY TOP WD PRSRV REF #S05 | | | | ESTIMATED ARRIVAL DATE: | | | |
|--|---------|--------|----|---|---|--------|-------------|
| S0501 | 641-366 | 800.00 | EA | 4X4X12' #2 TREA/4X4X12' #2 TREATED | N | \$9.34 | \$7,472.00* |
| | | | | TREATED | | | |
| DELIVERY INFORMATION: | | | | SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all S/O Merchandise | | | |
| V07 | 515-663 | 1.00 | EA | CURBSIDE DELIVERY SERVICE | Y | \$0.00 | \$0.00 |
| | | | | DELIVERY SERVICE SUBTOTAL: \$0.00 | | | |
| | | | | MERCHANDISE TOTAL: \$13,475.20 | | | |

HOME DEPOT WILL DELIVER MDSE TO: STATE OF WV DEPT OF ADMIN PURCHASING DIVISION, STA
ADDRESS: 20199 WASHINGTON ST E, PO BOX 50130 **CITY:** CHARLESTON
STATE: WV **ZIP:** 253050130 **COUNTY:** KANAWHA **SALES TAX RATE:** 6.000
PHONE: (304) 558-2316

MDSE & DELIVERY TOTALS: \$13,475.20
END OF HOME DEPOT DELIVERY - REF #V07

HOME DEPOT DELIVERY #3

REF #V08

S/O - MDSE TO BE DELIVERED:

| S/O ROCKY TOP WD PRSRV REF #S05 | | | | ESTIMATED ARRIVAL DATE: | | | |
|--|---------|--------|----|---------------------------------------|---|--------|-------------|
| S0503 | 641-366 | 800.00 | EA | 2X8X12' #2 /2X8X12' #2 TREATED | N | \$8.52 | \$6,816.00* |
| | | | | TREATED | | | |
| S0504 | 641-366 | 400.00 | EA | 2X4X10' #2 /2X4X10' #2 TREATED | N | \$2.99 | \$1,196.00* |
| | | | | TREATED | | | |
| S0505 | 641-366 | 600.00 | EA | 2X4X12' #2 /2X4X12' #2 TREATED | N | \$3.99 | \$2,394.00* |
| | | | | TREATED | | | |
| | | | | MERCHANDISE TOTAL: \$10,406.00 | | | |

DELIVERY INFORMATION:

| SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all S/O Merchandise | | | | | | | |
|---|---------|------|----|--|---|--------|--------|
| V08 | 515-663 | 1.00 | EA | CURBSIDE DELIVERY SERVICE | Y | \$0.00 | \$0.00 |
| | | | | DELIVERY SERVICE SUBTOTAL: \$0.00 | | | |

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HOME DEPOT DELIVERY #3
(Continued)

REF #V08

HOME DEPOT WILL DELIVER MDSE TO: STATE OF WV DEPT OF ADMIN PURCHASING DIVISION, STA

ADDRESS: 20199 WASHINGTON ST E, PO BOX 50130 CITY: CHARLESTON

STATE: WV ZIP: 253050130 COUNTY: KANAWHA SALES TAX RATE: 6.000

PHONE: (304) 558-2316

MDSE & DELIVERY TOTALS: \$10,406.00

END OF HOME DEPOT DELIVERY - REF #V08

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

| | |
|-------------|-------------|
| ORDER TOTAL | \$48,041.20 |
| SALES TAX | \$0.00 |
| TOTAL | \$48,041.20 |
| BALANCE DUE | \$48,041.20 |

END OF ORDER No. 4802-68226