

Stantec Consulting Services Inc.

1206 Virginia Street East Suite 200 Charleston WV 25301 Tel: (304) 345-7140

Fax: (304) 345-0887

July 31, 2008

West Virginia Division of Natural Resources Parks & Recreation 1900 Kanawha Boulevard East Charleston, WV 25305

Reference:

Expression of Interest

Little Beaver State Park

Campground Construction Project

Dear Selection Committee:

Stantec Consulting Services Inc. is pleased to submit this Expression of Interest for the above referenced project. As we will demonstrate in this submittal, Stantec has the necessary experienced personnel supported by the required resources to complete the needed work in a timely and cost effective manner.

Our personnel will complete the surveying and mapping, site design, drainage and roadway design, utility design and coordination, construction drawings, bidding documents, erosion and sediment control plans, and all permit applications. We are also experienced in contract administration, construction inspection and material testing services. Stantec provides the unique opportunity of providing all services needed for the successful completion of your project.

We appreciate the opportunity to offer our services, and look forward to hearing from you. If you have any questions, or require additional information, please feel free to contact me at your convenience.

Respectfully,

STANTEC CONSULTING SERVICES INC.

William S. Thornton, PE, PS

Tel: (304) 345-7140 Fax: (304) 345-0887 will.thornton@stantec.com

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- Awards will be made in the best interest of the State of West Virginia.
- 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 \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
- 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 Covered 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 Alcohol 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 cases 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 Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for [

DNR90182

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FRANK WHITTAKER 304-558-2316

RFO COPY TYPE NAME/ADDRESS HERE Stantec Consulting Services Inc 1206 Virginia Street, East

DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION BUILDING 3, ROOM 719 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0662 304-558-2775

ADDRESS CORRESPONDENCE TO ATTIENTION OF

FOB. FREIGHT TERMS SHIP VIA 06/26/2008 01:30PM BID OPENING TIME BID OPENING DATE: 07/31/2008 AMOUNT UNITPRICE QUANTITY UOP ITEM NUMBER LINE 961-20 L.S 0001 A/E SERVICES LITTLE BEAVER STATE PARK PARK: CAMPGROUND CONSTRUCTION PROJECT PROJECT: REQUESTING EXPRESSIONS OF INTEREST FOR DESIGN OF CAMPGROUND AT LITTLE BEAVER STATE PARK PER THE ATTACHED SPECIFICATIONS. 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 INFORMA THE ENVELOPE OR THE BID MAY NOT BE 2008 JUL 31 A 10 39 SEALED BID - URCHASING DIVISION FW-44 BUYER: STATE OF WV RFO. NO.: DNR90182 SEE REVERSE SIDE FOR TERMS AND CONDITIONS: SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE 11.2167170 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



RFQ COPY

TYPE NAME/ADDRESS HERE

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

DNR90182

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FRANK WHITTAKER 304-558-2316

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DIVISION OF NATURAL RESOURCES
PARKS & RECREATION SECTION
BUILDING 3, ROOM 719
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0662 304-558-2775

ADDRESS CORRESPONDENCE TO ATTENTION OF:

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06/26/2008				
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BID OPENING	DATE AND TIME			
	TDE A FAX NUMBER		IS NECESSARY	
TO CONTACT	YOU REGARDING YOU 304	our BID: -345-0887		
CONTACT PER	SON (PLEASE PRIM	nt clea <u>rly):</u> m 5 Thorn	ton	
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SIGNATURE		TELEPHONE	DATE	
TITLE	FEIN		ADDRESS CHANGES	TO BE NOTED ABOVE

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

₹FQ	No.	DNR90182

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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 owlng 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.

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 are in compliance with the requirements as stated

Vendor's Name:	Stantec Consulting	Services Inc	
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Authorized Signature	: WILS THE	Date: July 31, 2	008
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Transmittal



Stantec

Stantec Consulting Services Inc.

1206 Virginia Street East Suite 200 Charleston WV 25301

Tel: (304) 345-7140 Fax: (304) 345-0887

To:

Frank Whittaker (FW-44)

From:

William S. Thornton, PE, PS

Company:

State of West Virginia

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For Your Information

Address:

Purchasing Division

For Your Approval

2019 Washington Street, East

 For Your Review

As Requested

Phone:

Charleston, WV 25305

Date:

304-558-2316 July 31, 2008

File:

Delivery:

Hand Delivery

Reference:

Req # DNR 90182

Attachment:

Copies	Doc Date	Pages	Description
3	July 31, 2008		Expression of Interest
1	July 31, 2008		Loose Cover Letter
1	July 31, 2008		Signed RFP with Addendum Acknowledgement
1	July 31, 2008		Purchasing Affidavit

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