



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
 DNR210008

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 CANAAN VALLEY RESORT
 ATTN: PARK SUPERINTENDENT
 ROUTE 1, BOX 320
 DAVIS, WV
 26260 866-4111

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/01/2009				

BID OPENING DATE: 09/17/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET, AND TO CHANGE THE NOTICE TO PROCEED LANGUAGE TO READ AS FOLLOWS:						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE THE NOTICE TO PROCEED IN WRITING.						
0001	1	LS		968-42		
CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR210008 ***** TOTAL:						

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, the State may deem this contract null and void, and terminate such contract 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

PRE-BID MEETING SIGN-IN SHEET

PROJECT:

DATE:

Company	Address	Representative	Phone No.	Fax No.
BYCO ENTERPRISES	11746 BIRMINGHAM RD GRANTSVILLE MD 21536	BRIAN SCHROEDER	301 245 4322	301 245 4364
All Construction	PO Box 92 Mt. Star Mtn W.Va 26239	Allen Frieley	1-304-693-7131	1-304-693-7199
Alvarez Contractors Inc	20 Patterson Mtn. Rd Springsdale Wv 25986	Ron Knox	304-484-7754	304-484-7062
FRONTIER GOLF	RT. 31-E, P.O. BOX 84 JONES MILLS, VA 15046	NATHAN SIOG	724-593-7491	724-593-7499
Triple H Const	PO Box 176 Beventy W.Va 26253	Howard Haepfer	304 636 1194	304 636 3680
Aspen Corp	8400 Ruttler Dr Daniels W.V.	Richard Hagg	304-763-4573	304-763-4591
WADSWORTH GOLF	9 LA GRUE AVE STE 100 GREEN MILLS PA 19342	Patrick Karnick	410-361-7804	410-361-7805
Gold Diggers	Chenoweth Dr PO Box 4490 Bridgetown Wv 26730	DAVE WEST	(304) 842-3712	842-3378
Oak Ridge Trenching & Excavating	1940 Kingman Road Elkins W.V.	Howard Howell	304-636-4792	304-636-3594
Kanawha Stone Co	PO Box 503 Nitro, Wv 25113	David Mathias	304-755-8271	304-755-8278
Bear Contracting	112 STATE ST Bridgetown W.Va 26330	Landy Zuckebose	304 842-3002	304 842-9433

* Need Plans

PRE-BID MEETING SIGN-IN SHEET CONTINUATION PAGE

PROJECT:

DATE:

Company	Address	Representative	Phone No.	Fax No.
Adams & Associates	P.O. Box 9367 South Creek W.V.	John Rose	304-596-6026	304-596-6020
Potomac Asphalt Contractor	106 N Main St Petersburg, WV	Penny Miller	304-277-2022	304-277-2023
Pro Contracting Inc	P.O. Box 2442 Charlsburg, WV 26328	Steve Szabo	304-622-2400	304-622-2410
Cove Run Contracting LLC	P.O. Box 104 Moatsville, WV 26405	Chris Wolfe	(304) 669-1722	(304) 457-1662
Green River Geop, LLC	P.O. Box 18039 Martinsburg, WV 26507	Steve Calvert	304-288-1817	304-594-3992 SCALVERT@TGS&POL.CO.WV
J.M. Steurts & ASSOC.	206 Chase Dr. Hurricane, WV	Mike Steurts	304-552-0658	304-760-6019 jsteurts@steurts.com