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

## Request for Quotation

DNR210152

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

ADDRESS CHANGES TO BE NOTED ABOVE

FRANK WHITTAKER 304-558-2316

DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION

324 4TH AVENUE SOUTH CHARLESTON, WV 25303-1228 304-558-3397

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 03/22/2010 BID OPENING DATE: 04/01/2010 BID OPENING TIME 01.30PM CAT. QUANTITY UOP LINE ITEM NUMBER UNITPRICE AMOUNT ADDENDUM NO. 1 THIS ADDENDUM IS ISSUED PROVIDE ADDITIONAL ITEMS TO THE SPECIFICATIONS 11.) PER THE ATTACHED AND 2|.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST. BID OPENING DATE REMAINS: 04/01/2010 BID OPENING TIME REMAINS: 1:30 PM \*|\*\*\*\*\*\*\*\*\*\*\* END ADDENDUM NO. 1 \*\*\*|\*\*\*\*\*\*\*\* 0001 968-42 LS TRAMWAY WIRE ROPE REPLACEMENT IS THE END OF REQ THIS DNR210152 \*\*\*\*\* TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE FEIN

## 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 <a href="https://www.state.wv.us/admin/purchase/vrc/hipaa.htm">www.state.wv.us/admin/purchase/vrc/hipaa.htm</a> 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).

# Hawks Nest State Park Tramway Wire Rope Replacement RFQ DNR210152 Addendum #1

The following items shall be added to the specifications as Addendum #1:

- Access to the lower tram for the crane and service truck will be via the lower tram access road. Park will control all other access along this road while the Contractor is moving equipment to or from the site. Park will also control access to the road while the rope is being rigged or pulled in order to prevent damage to the rope.
- 2 DNR will supply two persons to assist with the rope splice.
- 3 The contractor asked that we extend the bid opening date to April 22, 2010, to allow more time to prepare the bid.
- 4 Attached is a copy of the most recent wire rope inspection report.

### Daniel O'Connor & Sons, Inc.

WIRE ROPE

45 BETHANY ROAD

MONSON, MASS. 01057

danieloconnorandsons@comcast.net

TEL. 413-267-3410

413-267-4493

**MIRE ROPE INSPECTION** 

Ansted, W. VA.

Ski Resort name: Hawksnest State Park

Hall

Type of Lift Jig Rack Gondola State Reg. No.

Rope Mfg. Paulsen

Bright or Galv. Bright

Size 1-1/4"

Construction 6x25 RRL PC

Circumference:

Lift Mfg.

2500

Year of installation 1990

Average rope Dia, measured at 10 random locations:

1.215 1.226 1.211 1.229

1.221 1.234

ft.

1.217 1.219 1.218 1.215

1.215 1.222 1.204 1.214

1.226 1.219

Actual Rope Lay:

8.25"

Spliced by Dale Walters/Brian LeMay

Respliced (year) Lubrication of Rope-type of Lube:

2009

Number of splices in rope

One

Castor Oil

(Other)

1.206

Remaining carriage travel: 4 6 11

Counterweight cables: No. Drive

1.228

1.222

Size Construction

1.222

End Fitting

Back Stays: No.

N/A

Size

Construction

End Fitting

Splice: Tuck No. 1

Max. Dia. 1.544 No. 2

Vitalife

No. 3

No. 5 1.557

No. 6

Min. Dia.

1.039

1.550 1.020

1.488 1.031

1.030

1.468 1.072

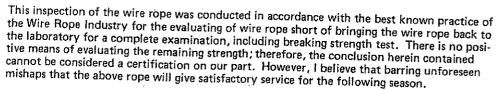
1.470 1.078

General Condition of Splice: Good

Estimated crown wear: 5%



Right Regular Lay



Comments and recommendations:



Left Regular Lay

1-Broken wire at Tucks#3,#5



Right Lang Lay

This Haul Rope Meets The ANSI B.77 Code For 2009 Season



Left Lang Lay

This wire rope has been inspected in accordance with ANSI-B77-2006

Ween Leth

Date: April 8,2009

### Page \_\_\_ SIGN IN SHEET Date: Request for Proposal No. PLEASE PRINT \* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD TELEPHONE & FAX FIRM & REPRESENTATIVE NAME MAILING ADDRESS NUMBERS PHONE TOLL FREE Rep: FAX Email Address: PHONE 304-FREE PHONE 304-658-5196 WV 25812 FREE FAX Email Address: PHONE TOLL FREE Вер: FAX Email Address: PHONE TOLL FREE

Email Address:

FAX