



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
DEFK11033

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY ROUTE 119, SOUTH
	CLARKSBURG, WV 26301 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/20/2011				

BID OPENING DATE: 06/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. PRE-BID SIGN-IN SHEET ATTACHED. 2. REVISED DRAWING ATTACHED. THIS DRAWING IS TOO LARGE TO SCAN. AN ORIGINAL COPY WILL BE MAILED. 3. TO MOVE THE BID OPENING FROM 06/01/2011 TO 06/08/2011. 4. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	JB		910-65		
REMODELING AND ALTERATIONS						
***** THIS IS THE END OF RFQ DEFK11033 ***** 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. 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 www.state.wv.us/admin/purchase/vrc/hipaa.htm 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).

CLARKSBURG AEMOBY LISTING PROJECT

SIGN IN SHEET

Request for Proposal No. DEFT 11D 53 PLEASE PRINT

Date: 5-6-11

Page ___ of ___

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Daniels Electric Rep: Frank Roush Email Address: Frouwe 333@aol.com	P.O. Box 3426 Elmas, W.Va. 25334	PHONE 304-344-1113 TOLL FREE FAX 304-344-1146
Company: LYNCH & Mc COYMAN Rep: ART TILKMAN Email Address: ATILKMAN@LYNCH-McCOYMAN.COM	1101 8TH AVE HARTSTOWN, WV	PHONE 804-523-0145 TOLL FREE FAX 804-523-2485
Company: NADLER'S CONTRACTORS Rep: Lynn Junga Email Address: nsc@fellad@aol.com	1046 Hilmas Road Buckles Mills, WV 21,525	PHONE 304 288 2896 TOLL FREE FAX 304 284 2397
Company: Absiten & Sons LLC Rep: Shane Bernsicle Email Address: Ed Absiten@AOL.COM	3743 Winkfield Rd Winkfield WV 25213	PHONE 304-767-2864 TOLL FREE FAX 304-686-3528
Company: City Electric Company Rep: Chad Kunda Email Address: Ckunda@CityElectric.wv.com	P.O. Box 6550 Chas, WV, 25362	PHONE 304-345-6150 TOLL FREE FAX 304-345-6151

CLARKSBURG REMOVAL LIGHTING PROJECT

SIGN IN SHEET

Request for Proposal No. DEPT 1133 PLEASE PRINT

Date: 5-6-11

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* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Lee Regor Builds</u>			PHONE <u>304 592 2652</u>
Rep: <u>Ernie Markin</u>		<u>Shenandoah WJ</u>	TOLL FREE
Email Address:			FAX <u>304 592 3920</u>
Company: <u>Lee Regor Builds</u>		<u>P.O. Box 1872</u>	PHONE <u>304-592-2083</u>
Rep: <u>Sheldon Robert</u>		<u>Shenandoah, WV</u>	TOLL FREE
Email Address: <u>SRobert@lrbuilds.com</u>			FAX <u>304-592-3920</u>
Company: <u>Michael Inc.</u>		<u>P.O. Box 1140</u>	PHONE <u>304 622-7923</u>
Rep: <u>Ross Straley</u>		<u>BEDFORD, WV 24730</u>	TOLL FREE
Email Address: <u>michaelinc5@aol.com</u>			FAX <u>304 624-0252</u>
Company: <u>TRI-COUNTY ELECTRIC</u>			PHONE <u>304-891-2897</u>
Rep: <u>TRAVIS TAYLOR</u>			TOLL FREE
Email Address: <u>TRAVIS@kennecott.com</u>			FAX <u>304-296-3090</u>
Company: <u>Robert Waguer</u>		<u>1001 N 12th St</u>	PHONE <u>304 622-0151</u>
Rep: <u>TRAVIS 596</u>		<u>CLARKSBURG WV 26301</u>	TOLL FREE
Email Address: <u>TRAVIS@TRAVIS96.com</u>			FAX <u>304 622-2099</u>

CRAWFORD BUSBY REMOVAL EXISTING BRIDGE PROJECT

SIGN IN SHEET

Page ___ of ___

Request for Proposal No. DEFT 11033 PLEASE PRINT

Date: 5-6-11

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS		TELEPHONE & FAX NUMBERS	
Company:	Dau Hill Construction	P.O. 685	Gauley Bridge	PHONE	304 632-1600
Rep:	Dale Lessg	WV	25085	TOLL FREE	
Email Address:	rdauhill@hotmail.com			FAX	304-632-1501
Company:	Master Service Mid Atlantic	PO Box	2417	PHONE	304 636 8170
Rep:	Pat Smith	ELKINS	WV 26241	TOLL FREE	
Email Address:	patsmith@masterserviceinc.com			FAX	304 636 8206
Company:	Hoffman Corporation	4154	Bridgdon Drive	PHONE	(304) 842-5500
Rep:	Steve Snyder	Bridgport, WV	26330	TOLL FREE	842-5500
Email Address:	hoffmancorp@aol.com			FAX	(304) 842-8526
Company:				PHONE	
Rep:				TOLL FREE	
Email Address:				FAX	
Company:				PHONE	
Rep:				TOLL FREE	
Email Address:				FAX	

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
SIGNATURE

.....
COMPANY

.....
DATE