



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
 DNR211071

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
 PARKS & RECREATION SECTION
 324 4TH AVENUE
 SOUTH CHARLESTON, WV
 25303-1228 304-558-3397

DATE PRINTED 12/08/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 12/22/2010 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 TECHNICAL QUESTIONS & ANSWERS.						
THE BID OPENING DATE AND TIME HAVE NOT CHANGED.						
***** END ADDENDUM NO. 1 *****						
001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR211071 ***** 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).

Bluestone State Park
Swimming Pool Bath House Renovation
RFQ# DNR211071
Pre-Bid Meeting Summary
Date of Meeting: December 2, 2010

1. A pre-bid meeting was held at the Activities Building on the specified date and began at 1:30 pm.
2. A sign – in sheet was circulated and a copy is attached.
3. The Pre-bid meeting checklist was used and a copy is attached.
4. Rob Angus (Miller Engineering) went over the scope of work and answered questions.
5. Everyone had a chance to view the drawings at the meeting and ask questions.
6. The project shall be issued a notice to proceed as soon as possible after the purchase order has been issued and the time for completion shall be 120 days.
4. All present had an opportunity to view the work site.
5. The meeting was concluded at approximately 2:30pm.

PRE-BID CONFERENCE
SIGN IN SHEET

DNR211071

12/2/2010

Request for Quotation Number:

Date:

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV DNR
Firm Address:	Brian Carney PE Brett M... 135P
Representative Attending:	Rob Angus Miller Engineering
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	EASTERN ELECTRIC LLC
Firm Address:	P.O. BOX 92 MT NEBO WV 26679
Representative Attending:	Michael HARRON
Phone Number:	304-872-4868
Fax Number:	304-872-3634
Email Address:	mharron@easternelectricllc.com

Firm Name:	Southern Per Inc
Firm Address:	#13 Mercer Plaza Mercer Mall Road Bluefield WV 24701
Representative Attending:	David Stowers
Phone Number:	304-324-4272
Fax Number:	304-324-4274
Email Address:	David.Stowers@Southern-per.com

Firm Name:	Brown Homes, LLC
Firm Address:	Po Box 64 Ladsmoor, WV 24733
Representative Attending:	Charles Bacon
Phone Number:	304-467-7674
Fax Number:	SAME
Email Address:	Stumpjumper@airlink.net

Firm Name:	TRI-COUNTY ELECTRIC
Firm Address:	240 SCOTT AVE MORGANTOWN W.V.
Representative Attending:	BRIAN SFAMENI
Phone Number:	304-296-3090
Fax Number:	304-296-7937
Email Address:	TIFFANY@PENNLINER.COM

Firm Name:	IMPROVEMENTS UNLIMITED
Firm Address:	P.O. BOX 37 LEONARD, WV 24740
Representative Attending:	SAVEN DEWMAN
Phone Number:	304-487-1666
Fax Number:	304-487-476
Email Address:	1411COYAH@comcast.net

SIGN IN SHEET

Request for Quotation Number: DNR211071

Date: 12/2/2010

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Firm Name:	<u>MAIN STREET BUILDER</u>
Firm Address:	<u>PO BOX 309 PRINCETON WA</u>
	<u>24740</u>
Representative Attending:	<u>ALAN VEST</u>
Phone Number:	<u>304-487-3912</u>
Fax Number:	<u>SAME</u>
Email Address:	<u>WWW.MSBUILD.COM</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
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