



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
DNRB12087

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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
01/23/2012				

BID OPENING DATE: 02/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM ISSUED FOR THE FOLLOWING INFORMATION UPDATE.		
				1. TO EXTEND Q & A PERIOD TO: 2/01/2012 AT 4PM.		
				2. PROVIDE PRE-BID SIGN IN SHEET FROM: 1/05/2012 PRE-BID MEETING.		
				3. PROVIDE REVISED DRAWINGS: #08150-9 AND #08-120-10.		
				4. EXTEND BID OPENING DATE FROM: 2/01/2012 AT 1:30PM TO: 2/15/2012 AT 1:30PM		
				NO OTHER CHANGES.		
				END OF ADDENDUM NO. 1		
0001	1	EA	968-42	GENERAL CONSTRUCTION		
				***** THIS IS THE END OF RFQ DNRB12087 ***** 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.html 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).

MARK
A/HAN

Berwind Dam Modification DNRB12087
 Berwind WMA
 Pre-Bid Meeting Attendance List
 January 5, 2012 12:00 P.M.

2012-01-05 875-2577

BRIAN C.

Contractor	Address	Phone #	Fax #	Email	Printed Name	Signature
1 TRITON CONSTRUCTION	PO Box 908 4305 FIRST AVE N. TR., WV 25143	304-755-1401	304-255-1404	tony.anders@tritonwv.com	TONY ANDERS	Tony Anders
2 Danhill Const Company	PO Box 685 Gaulley BRIDGE WV 25085	304-652-1600	304-632-1501	danhill@hotmail.com	DAN HILL	Dan Hill
3 BUILDING & UTILITY SYSTEMS	PO Box 160 JUMPING BR. WV.	304-466-3412	304-466-3412	BUILDING UTILITY SYSTEMS @YAHOO.COM	BILL WHITTAKER	Bill Whittaker
4 DANHILL CONST	PO Box 685 GAULEY BRIDGE WV	304-632-1600	304-632-1501	PO BOX 685 GAULEY BRIDGE WV	MIKE SIEMACZKO	Mike Siemaczko
5 PAUL FRANTZ	254 INDUSTRIAL DRIVE OAK HILL, WV	465-1919	465-1991	PAUL@PAULFRANTZ.COM	PAUL FRANTZ	Paul Frantz
6 GREEN MOUNTAIN CONTRACTORS	511 SOUTH ST GREENSVILLE WV 25304	925-0253	925-9280	D170722@YAHOO.COM	DAN OLT BOWMAN	Dan Olt Bowman
7 Carpenter Reclamation	PO Box 13015 Sissonville, WV 25800	304-984-1115	984-2770	RCarpenter103@aol.com	Randy Carpenter	Randy Carpenter
8 TEATS RIVER CONST	PO Box 429 Institute, WV 25112	776-0448 3-1-776	304-776-0448	Teats River 1992@aol.com	Ron Hayes	Ron Hayes
9 HEGETER Construction	513 Charleston Rd Springs, WV 25276	304-927-2003	304-927-5530	HEGETER@SBCOMMUNICATIONS.COM	John Coe	John P. Coe
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