

Statement of Qualifications for Engineering Services To the



State of West Virginia
Division of Natural Resources

Little Beaver State Park
Campground Construction Project



RFQ # DNR90182

July 21,2008



RECEIVED

2018 JUL 31 A 9 W1:

STATE OF THE

30 Columbia Boulevard PO Box 1532 Clarksburg, WV 26301 304-624-4108 304-624-7831 Fax Northgate Business Park 300 Association Drive Charleston, WV 25311 304-343-7601 304-343-7604 Fax

thrasher@thrashereng.com www.thrashereng.com 3000 Thayer Center Oakland, MD 21550 301-334-3866 301-334-4020 Fax

## 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 \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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, this Contract may be deemed null and void, and terminated 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 Covered 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 Alcohol 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.
- Complete all sections of the quotation form.
- Unit prices shall prevail in cases 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



30 Columbia Boulevard P.O. Box 1532 Clarksburg, WV 26301 (304) 624 • 4108 Fax: 624 • 7831 thrasher@thrashereng.com www.thrashereng.com

July 29, 2008

WV Division of Natural Resources
Parks and Recreation Division
c/o WV Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305

RE: Expression of Interest to Provide Engineering Design Services Little Beaver State Park Campground Construction Project

To the Members of the Selection Committee:

As the largest West Virginia owned and operated engineering and architectural firm, Thrasher Engineering is pleased to submit the enclosed proposal outlining our qualifications and experience to provide our services to the WV DNR for Little Beaver State Park. We believe our experience in Raleigh County and knowledge of the area, as well as our expertise in recreational and site development projects, will be of great benefit in completing this project in a cost effective and cost efficient manner.

The aspects of our experience that stand out as most beneficial to this specific project include:

- Experience with DNR State Park Projects: We have provided engineering design services for water, sanitary sewer and drainage, along with roadways for Canaan Valley, Chief Logan, Watoga and Lost River State Parks. We are very familiar with the specific needs of the DNR for state park improvements.
- Personnel: Because of our size and expertise, we can begin your project immediately to meet your project schedule. We have assigned Keith Bryant, P.E., as Project Engineer for this team. Mr. Bryant specializes in site development projects for Thrasher Engineering, Inc., and is based in our Charleston, West Virginia office. He has a Masters of Science degree from West Virginia University and completed his master's thesis on recreational trails.
- Survey: Thrasher Engineering utilizes its own Survey Department that has extensive experience in survey and construction stakeout for site development, roadway and trail projects. With fifteen full-time survey crews, we have the ability to complete your project in a timely manner.

- Evaluation and Design: Our abilities in project design and the development of concise and accurate contract documents has proven favorable during the bidding process. Our reputation for quality documentation results in more bidders and a more competitive pricing situation, which in turn brings in bids at, or below estimate.
- Accurate Project Estimating: Our track record of accurately estimating construction costs is one of the strongest reasons we have repeat customers and long-term relationships with our clients. Through good design and careful estimating, we save our clients time and money.

As the engineering firm on this project, we can offer you the services of our highly professional staff, equipped with the most up-to-date methods to guarantee a successful completion. We recognize that successful projects result from a *teamwork approach*, which is how we live up to our company philosophy of "Successful Projects/Repeat Clientele."

We appreciate the opportunity to submit our qualifications to the West Virginia DNR and look forward to meeting with you to discuss our abilities and how Thrasher Engineering can help you achieve your project goals.

Sincerely,

THRASHER ENGINEERING, INC.

CHAD M. RILEY, P.E!

Principal-In-Charge / Project Manager



RFQ COPY

TYPE NAME/ADDRESS HERE

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

### Request for Quotation

DNR90182

PAGE T

WADDRESS CORRESPONDENCES OF A VIEW KONTON

FRANK WHITTAKER

DIVISION OF NATURAL RESOURCES
PARKS & RECREATION SECTION
BUILDING 3, ROOM 719
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0662 304-558-2775

DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHT TERMS 06/26/2008 BID OPENING DATE: 07/31/2008 BID OPENING TIME 01:30PM CAT NO. QUANTITY LIOP ITEM NUMBER UNIT PRICE AMOUNT LINE L,S 961-20 Dv01 N/A N/A 1 A/E SERVICES LITTLE BEAVER STATE PARK PARK: PROJECT: CAMPGROUND CONSTRUCTION PROJECT REQUESTING EXPRESSIONS OF INTEREST FOR DESIGN OF CAMPGROUND AT LITTLE BEAVER STATE PARK PER THE ATTACHED SPECIFICATIONS. NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: FW-44 RFQ. NO.: DNR90182 SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE 304-624-4108 7-30-08 TLE Principal-in-Charge TFEIN 55-06335966



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

# Request for Quotation DNR90182

DNR90182

×.	Ŧ	Α	Ğ	Ě
Ī				

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

8888	R
	TYP
¥	
N D	
O R	

RFQ COPY E NAME/ADDRESS HERE

DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION BUILDING 3, ROOM 719 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0662 304-558-2775

DATE PRIN	<u> Namen de la company de la</u>	JEP	MS OF SAI	<u> </u>	SHIP VIA		F.O.B.		FREIGHT TERMS
06/26/2008									
JO OPENING DATE:	100000000000000000000000000000000000000	07/31/		**********		BID	OPENING TIME	01	:30PM
LINE	QUAI	VIIIY	UOP	CAT. NO	ITEM NUMBEI	<b>a</b>	UNITPRICE		AMOUNT
				<u> </u>		en and the second con-			
ļ									
	BID OP	ENING	DATE	AND T	IME				
•								į	
1									
÷	D. E 4.0E	BBGUT	A		MARKED TAL OF	AF			
					<u>umber in ca</u> Ng <b>you</b> r bid		IS NECESSARY		
•	IU CUN	IAGI T	UU KE	PAKDI					
•	-				304-624-78	3T			
•	CONTAC	T PERS	ON (P	LEASE	PRINT CLEA	RLY):			
,					Craig Baker				
							يهي هي هي هي هي هي هي هي هي		
						1		l	
								1	
						j		]	
			j			1		1	N/A
	*****	THIS	IS T	HE EN	D OF RFQ	DNR 90	182 ***** TOTA	AL:	
			ŀ			-		į	
			ļ					1	
			-						
		1	į	İ		1			
1								l	
		ļ	l	1				-	
		1						1	
			İ	į				Ì	
J.		***************************************				ļ		ſ	
1		1	İ	į		Ì			
ì		İ		ļ				ŀ	
		į							
.1				and the state of t					
.)	,	,		+ errelenis		1			
	1 //	ا ر '	1						
		1 1		SEE REV	ERSESIDE FOR TERMS				
ATURE		Mul	1/		TELE	PHONE 30	4-624-4108 D	TE .	7–30–08
Principal	-in-Chai	rge FE	55-06	335966	)		ADDRESS ALLAN		

R	FC	No.	DNR	90182	

# STATE OF WEST VIRGINIA Purchasing Division

## PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

**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. Vendors should visit **www.state.wv.us/admin/purchase/privacy** for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _	THRASHER ENGI	NEERING, INC.		
Authorized Signat	ure:	A liles	Date:	JULY 30,2008
Purchasing Affidavit (R				