



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  
**DNR90044**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

**DIVISION OF NATURAL RESOURCES  
 PROCUREMENT OFFICE  
 CAPITOL COMPLEX  
 BUILDING 3, ROOM 630  
 CHARLESTON, WV  
 25305 304-558-3397**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2007				

BID OPENING DATE: **10/31/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
<p>RECREATION BUILDING AT CHEIF LOGAN STATE PARK</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR THE CONSTRUCTION OF A RECREATION BUILDING AT CHIEF LOGAN STATE PARK, LOCATED IN LOGAN, WEST VIRGINIA.</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING ERIC COBERLY, P.E.            E.L. ROBINSON ENGINEERING            5088 WASHINTON STREET, EAST            CROSS LANES, WV 25313</p> <p>A DEPOSIT OF \$200.00 IS REQUIRED FOR BIDDING DOCUMENTS</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, OCTOBER 16, 2007 AT 1:30 PM AT THE CHIEF LOGAN LODGE AND CONFERENCE CENTER LOCATED AT 1000 CONFERENCE DRIVE IN LOGAN, WEST VIRGINIA. ALL GENERAL/PRIME CONTRACTORS WISHING TO SUBMIT A BID ON THIS PROJECT MUST ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY GENERAL/PRIME CONTRACTOR FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**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.

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**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.
3. Complete all sections of the quotation form.
4. 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.

**SIGNED BID TO:**

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



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**2**

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BID OPENING DATE: **10/31/2007** BID OPENING TIME **01:30PM**

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<p>TECHNICAL QUESTIONS FOR THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTION MAY ALSO BE SUBMITTED DURING THE MANDATORY PRE-BID MEETING IN ANY FORMAT. TECHNICAL QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, CLARIFICATIONS TO THE SPECIFICATIONS, SCOPE OF WORK, LABOR, MATERIALS, ETC. DEADLINE FOR TECHNICAL QUESTIONS IS FRIDAY, OCTOBER 19, 2007 AT 5:00 PM. ALL TECHNICAL QUESTIONS, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT THESE QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO: HOW/WHEN/WHERE TO SUBMIT A BID, FORMS, NUMBER OF ADDENDUMS ISSUED, ETC.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p>						

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<p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR LOGAN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</b></p> <p><b>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</b></p> <p><b>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</b></p> <p><b>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</b></p> <p><b>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</b></p> <p><b>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A</b></p>						

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				<p>SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUN</p>		

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<p>TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALS</p>						

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<p>SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p>						

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NO. 4		.....				
NO. 5		.....				
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH            ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL            PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS            STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS            LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS            LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE            MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR            CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV            25305. TELEPHONE: (304) 558-7890.</p>						

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<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p> <p>CONTRACTORS LICENSE NO.: .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>						

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<p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF            THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: KRISTA FERRELL-FILE 21</b></p> <p><b>REQ. NO.: DNR90044</b></p> <p><b>BID OPENING DATE: 10/31/2007</b></p> <p><b>BID OPENING TIME: 1:30 PM</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY            TO CONTACT YOU REGARDING YOUR BID:</b></p> <p>-----</p> <p><b>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT            CONCERNING THIS QUOTE:</b></p> <p>-----</p>						

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## **Base Bid:**

Base Bid pricing is to be based on all information enclosed within the bidding documents minus those listed as part of the add alternates listed below. In addition to these changes, the following should be included in the Base Bid:

- Include revised room finish schedule contained on SK-1 which modifies the schedule contained on Sheet A1.6 of the drawings.
- Include a revision to the duct system shown in the pool area. The duct system is to be changed to fabric duct system from aluminum. On Sheet M-1.1 Instead of the aluminum duct systems shown in the Pool Area, install fabric duct as specified in Section 15815 (modified below) and as stated in note on the drawing (SW end of pool). Fabric duct vendor shall be responsible for sizing duct and angling continuous vents in such a manner as to provide similar airflow, coverage, and pressure drops as shown originally on the Mechanical Drawings. In Specification Section 15815, Part 2.2 B. Change “continuous (sonic) vent” to “continuous mesh vent”.

## **Add Alternate #1:**

Provide pricing for the addition of two more lanes on the pool package – provide an 8-lane pool package in place of the base bid package of a 6-lane pool package.

## **Site Preparation**

An area larger than the proposed building site was excavated and prepared for the proposed building. In order to enlarge the building as described in the additive alternate some additional site preparation will be required.

The contractor will include in the bid for the additive alternative if selected by the owner all equipment and labor for additional excavation and compaction to prepare the site for the proposed building addition. This excavation will be on the southeastern end of the building from Station 5 +40 to Station 5 +10. The width of the excavation will be 70 feet left and 70 feet right of the centerline. The depth of the excavation within these limits will be a minimum of 10 feet below the finished floor elevation. The side slopes of the excavation beyond the previous stated limits shall be graded to temporary stable slope.

Fill materials from 10 feet to 4 feet depth

The bottom of the excavation shall be proof rolled using a smooth drum vibratory roller, which has a minimum weight of 10 tons. The material from the excavation shall be stockpiled and segregated to remove large boulders, and any woody materials, which may be present. The boulders and rocks larger than 12 inches in diameter will be broken up prior to incorporation in the fill material. Fines shall be incorporated into the rock fill

materials to eliminate voids. Material shall be placed in maximum 12-inch lifts and compacted with a vibratory roller.

Materials with less than 40% + 3/4 inch material by weight shall be compacted to 95% of its maximum dry density as determined by standard proctor testing. Compaction testing shall be performed using nuclear density tests methods. Moisture for the materials placed shall be monitored using nuclear tests methods. Moisture tolerances for the fill materials with less than 40% + 3/4 inch material shall be +3% and -4% of the optimum moisture content as determined by WVDOH one- point proctor methods. Testing shall be performed on each lift at a minimum rate of one test per 10,000 square foot of fill placed.

In-place density tests and one-point proctor tests shall be performed in general accordance with WVDOT MP717.

Fill materials from 4-foot depth to surface

The maximum size of this material shall be 6 inches. Maximum lift thickness will be 6 inches for this zone. Compaction shall be in accordance with methods described above.

#### Unsuitable and Borrow Materials

If unsuitable material is encountered in the excavation, which cannot be incorporated in the fill area, the unsuitable material shall be moved to a suitable disposal site near the proposed facility. Any borrow materials necessary to bring the site to final grade can be obtained at the nearby borrow area. The contractor will be responsible for grading the borrow area into a stable configuration and the re-vegetation of the borrow area prior to leaving the site.

#### **Foundation Modifications**

It is envisioned that if the building is extended the proposed column spacing in the pool area will be increased from the 25 feet shown on the drawings to 30 feet. The contractor shall include in his bid for this alternate all material and labor to increase the proposed Type C foundations shown on drawing S1.1 to Type D Foundations.

#### **Floor Slab Modifications**

If the additive alternate is selected the proposed concrete floor will be extended and the pool area will be increased. The contractor shall include in his bid the cost of any additional concrete floor system and associated control joints. It is anticipated that at least one additional control joint extending from the North wall to the South Wall will be required, as well as adjustments to control joint placement near the corners of the expanded pool.

#### **Additional Sidewalk Work**

The contractor shall include in his bid for the additive alternate all costs for extending the perimeter sidewalk on the southwest side of the building.

### **Architectural Modifications**

The enclosed sketch (SK-2) shows the changes required to modify the building footprint for accommodate the additional two lanes on the pools.

### **Pool Package Modifications**

In addition to adding the additional lane equipment and additional width to accommodate the two additional lanes, the pool filter will require an additional 10 sq. ft. of additional capacity changing it from a 50 VSC to 60 VSC.

### **Mechanical Modifications**

Item 1: On Sheet M-1.4, POOL HVAC UNIT SCHEDULE, change the minimum outside air to 5280 cfm, and the minimum exhaust air to 5480 cfm. In the POOL AIR BALANCE CALCULATION CHART change the corresponding numbers accordingly to keep the NET numbers the same. In the VENTILATION AIR CALCULATION CHART, change the AREA to 10310 sf. and the MINIMUM OA CFM to 5155 cfm. No size changes are necessary to the Pool HVAC unit.

### **Electrical Modifications**

- Item 1: On Sheet E1.0, revise the fixture schedule to change the mounting height of fixtures "L" and "L1" from 16 feet to 14 feet to top of fixture.
- Item 2: On Sheet E1.2, add two each of the dual head type "L" fixtures to each side of the pool area. Change the spacing on all of the fixtures from 12' on center to 10' on center. Modify circuiting and switching to accommodate the additional fixtures.
- Item 3: On Sheet E1.2, add two each of the dual head type "L" fixtures to each end of the pool area. Mount these fixtures 10' on each side of the centerline of the building on the walls between col. lines 9 and 10. Modify circuiting and switching to accommodate the additional fixtures.
- Item 4: On Sheet E1.3, add two convenience outlets to each end of the pool area, mounted similar to the ones already there. Connect these to a separate circuit.
- Item 5: On Sheet E1.5, add a fire alarm horn/strobe unit at each end of the pool in the center of the pool width, mounted similar to the ones already mounted

Chief Logan State Park  
Recreational Center

on the side walls. Connect these to the fire alarm system on the same zone as the others in this area.

**Add Alternate #2:**

Provide pricing for the addition of the sewage collection system, including lines from the building, lift station and force main to the existing sewage treatment plant.

**Add Alternate #3:**

Provide pricing for the additional interior finishes including those listed on the room finish schedule on SK-3 page and to also include lockers in areas shown on the plans, tennis court finishes and wall pads/netting shown on the plans.

**Add Alternate #4:**

Provide pricing for the asphalt paving shown in SK-4, located along the building front and handicap parking areas only.

**Add Alternate #5:**

Provide pricing for a gravel lot beyond the paved area to include approximately 40,000 sq. ft. of parking and for grading an additional 40,000 sq. ft. of parking on grass.

**BID OR PROPOSAL**

**Park:** Chief Logan  
**Project:** Recreation Center  
**County:** Logan

Name of Bidder:

Address of Bidder:

Phone Number of Bidder:

WV Contractors License No.

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

ADD ALT. #1 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.



**BID OR PROPOSAL**

**Park:** Chief Logan  
**Project:** Recreation Center  
**County:** Logan

ADD ALT. #1 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

ADD ALT. #2 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

ADD ALT. #2 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

ADD ALT. #3 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

ADD ALT. #3 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

ADD ALT. #4 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

**BID OR PROPOSAL**

**Park:** Chief Logan  
**Project:** Recreation Center  
**County:** Logan

ADD ALT. #4 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

ADD ALT. #5 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

ADD ALT. #5 Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 365 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$500 per day.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

Upon receipt of the Owner's written notice of acceptance of this bid, the Bidder agrees that he shall execute and deliver the documents along with insurance certificates as set forth in the Bidding Documents to the Owner within ten (10) consecutive calendar days, or the Bidder may forfeit the security deposited with this bid.

## BID OR PROPOSAL

**Park:** Chief Logan  
**Project:** Recreation Center  
**County:** Logan

**PROGRESS PAYMENTS** - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to five percent (10%) will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

**BID OR PROPOSAL**

**Park:** Chief Logan  
**Project:** Recreation Center  
**County:** Logan

**ADDENDUM ACKNOWLEDGEMENT**

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal.

Addendum No.	Date

I understand that failure to confirm the receipt of the Addendum is cause for rejection of my bid or proposal.

Respectfully submitted:

Date:

WV Vendor  
Registration Number:

By: (signature in ink)

Title:

Firm Name:

Firm Address:

Chief Logan  
Recreation Center  
Logan

The Division of Natural Resources, Parks and Recreation, requests bids for construction of the park and project located in the county of the State of West Virginia, as shown above.

Sealed bids will be received until 1:30 p.m. on \_\_\_\_\_ at the WV State Purchasing Division, 2019 Washington Street, East, Capitol Complex, Charleston, WV.

A mandatory Pre-Bid Conference will be held on October 16, 2007 at 1:30 pm at the Chief Logan Lodge and Conference Center; 1000 Conference Center Drive; Logan, WV.

No bids will be considered from other than those present at the Pre-Bid Conference.

The bidding documents consist of the Request for Quotations, plans and specifications.

For additional information contact:

Bradley S. Leslie, P.E.  
WVDNR- Parks and Recreation  
Capitol Complex, Building 3, Rm. 723  
1900 Kanawha Boulevard, East  
Charleston, WV 25305  
Telephone: (304) 558-2764

Request for quotations may be obtained by contacting:

Krista Ferrell, Senior Buyer  
Finance and Administration, Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305  
Telephone: (304) 558-8806

Plans and specifications may be obtained by contacting:

Eric Coberly, P.E.  
E.L. Robinson Engineering  
5088 Washington Street, East  
Cross Lanes, WV 25313

A deposit of \$200.00 is required for bidding documents.

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid

Chief Logan  
Recreation Center  
Logan

security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 365 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$500 per day.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

Upon receipt of the Owner's written notice of acceptance of this bid, the Bidder agrees that he shall execute and deliver the documents along with insurance certificates as set forth in the Bidding Documents to the Owner within ten (10) consecutive calendar days, or the Bidder shall forfeit the security deposited with this bid.

**PROGRESS PAYMENTS** - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to five percent (5%) will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

## **INFORMATION FOR BIDDERS**

### **1. Pre-Bid Conference**

A **mandatory** Pre-Bid Conference will be held at the Chief Logan Lodge and Conference Center lobby to discuss the project. No bids will be considered from other than those present at the Pre-Bid Conference.

### **2. Receipt and Opening of Bids**

Bids shall be properly executed and submitted to the office of the State Director of Purchasing, 2019 Washington Street, East, Charleston, West Virginia, and then publicly opened and read aloud.

### **3. Preparation of Bid**

Each bid should be submitted on the prescribed form and in accordance with the Director of Purchasing's requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

### **4. Method of Bidding**

The OWNER invites the bids as stipulated in the bidding documents and as prescribed in the bid forms. No alternate proposals except those stated on the bid forms will be accepted. Conditional bids will not be accepted.

### **5. Qualifications of Bidder**

The OWNER may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### **6. Time of Completion and Liquidated Damages**

All work shall be completed within 365 calendar days from the date of the written notice to proceed. Bidder must agree also to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

### **7. Examination of Contract Documents and Site**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so

will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

## **8. Addenda and Interpretations**

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be in writing addressed to the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Krista Ferrell, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, West Virginia, 25305 and to be given consideration must be received at least fourteen (14) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than ten (10) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

## **9. Substitutions**

Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Parks and Recreation Section, 1900 Kanawha Boulevard East, Charleston, WV 25305, and to be given consideration must be received at least fourteen (14) days prior to the date fixed for the opening of bids.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufactures, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when a written request, on Bidder's company letterhead, is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation may include the following as well as other information:

- Detailed comparison of significant qualities of proposed substitution with those of the work specified.
- Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufactures original product data information, no faxes or copies will be accepted.



- Samples, where applicable or requested.
- Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction.
- Bidder's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the applications indicated.

Burden of proof of merit of requested substitution is upon the submitter. Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All addenda so issued shall become part of the Contract Documents.

#### **10. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

#### **11. Method of Award - Lowest Qualified Bidder**

If at the time this contract is to be awarded, the lowest Base Bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the contract, the contract will be awarded on the Base Bid and alternates as they may apply. If such bid exceeds such amount, the OWNER may reject all bids or may award the contract on the Base Bid combined with such deductible alternates in the Form of Bid, as produces a net amount which is within the available funds.

#### **12. Wage Rates**

All employees engaged in the work of this contract shall be paid at least the minimum wage scales for the various trade classifications as established by the State Commissioner of Labor for the West Virginia area and in accordance with State Statutes in the county where the work is being performed. All employees will be shown a copy of the wage scale for this particular area and a copy will be posted in a conspicuous place on the job.

#### **13. Vendor's Number**

In order for any bid or bids to be considered, vendors must have filed a vendor's certificate and obtained a vendor's number from the Purchasing Division prior to the award of a contract. Application for such certificate and vendor's number may be obtained from the Purchasing Director, Department of Finance and Administration, 2019 Washington Street, East, Charleston, West Virginia 25305.

**14. Contractor's Personnel Requirements**

The official title of person signing the bid should be shown.

If a firm is a partnership, the full partnership name should be shown, and the bid should be signed by a partner. If a firm is a single proprietorship, the full name should be shown and the bid should be signed by the sole OWNER. If the bid of a partnership or single proprietorship is signed by a person other than the partners and OWNERS, there should be attached a written, duly acknowledged power of attorney clearly giving and showing that the signer has power sufficient to bind the partners and OWNERS of the firm to the bid.

If the firm is a corporation, and the person signing the bid is neither the president nor vice president of the corporation, there should be attached a written, duly acknowledged power of attorney or corporate resolution giving and showing that the signer has sufficient power to bind the corporation to the bid.

Sufficient evidence that the person signing the bid has the power to bind the offering company must be received by the Purchasing Division prior to the issuance of a contract.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

**BID BOND PREPARATION INSTRUCTIONS**

AGENCY \_\_\_\_\_ (A)  
RFQ/RFP# \_\_\_\_\_ (B)

**Bid Bond**

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
Request for Quotation Number (upper  
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid  
bond is 5% of total bid. You may state  
"5% of bid" or a specific amount on  
this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice  
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the  
Surety

NOTE: Dated, Power of Attorney with Raised  
Surety Seal must accompany this bid  
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
\_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E),  
as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G),  
\_\_\_\_\_ (H), a corporation organized and existing under the laws  
of the State of \_\_\_\_\_ (I) with its principal office in the City of  
\_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State  
of West Virginia, as Oblige, in the penal sum of \_\_\_\_\_ (K)  
(\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made,  
we jointly and severally bind ourselves, our heirs, administrators, executors,  
successors and assigns.

The Condition of the above obligation is such that whereas the Principal  
has submitted to the Purchasing Section of the Department of Administration  
a certain bid or proposal, attached hereto and made a part hereof to enter into a  
contract in writing for \_\_\_\_\_

\_\_\_\_\_ (M)  
\_\_\_\_\_  
\_\_\_\_\_

**NOW THEREFORE.**

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a  
contract in accordance with the bid or proposal attached hereto and shall furnish  
any other bonds and insurance required by the bid or proposal, and shall in all  
other respects perform the agreement created by the acceptance of said bid then  
this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the  
Surety for any and all claims hereunder shall, in no event, exceed the penal  
amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the  
obligations of said Surety and its bond shall be in no way impaired or affected by  
any extension of time within which the Oblige may accept such bid: and said  
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their  
hands and seals, and such of them as are corporations have caused their corporate  
seals to be affixed hereto and these presents to be signed by their proper officers,  
this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Corporate Seal

(R)

(U)  
Surety Corporate Seal

\_\_\_\_\_ (Q)  
(Name of Principal)  
By \_\_\_\_\_ (S)  
(Must be President or  
Vice President)  
\_\_\_\_\_ (T)  
Title  
\_\_\_\_\_  
(V)  
(Name of Surety)  
\_\_\_\_\_  
(W)  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to  
transact surety insurance. Raised Corporate Seals must be affixed and a Power of  
Attorney must be attached.**

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 exceeds 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](http://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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_