



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
DNR210138

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	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/12/2010				

BID OPENING DATE: 03/31/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE, PROVIDE THE ATTACHED REVISED FORM OF PROPOSAL, REVISED LIGHTING SPECIFICATION 16500-2, TECHNICAL QUESTIONS AND ANSWERS, AND THE MANDATORY PRE-BID SIGN IN SHEET.						
THE BID OPENING IS CHANGED TO: 03/31/10 AT 1:30 PM						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR210138 ***** 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).

WV DNR - BLUESTONE STATE PARK, PROPOSED NEW BATH HOUSE
DIVISION OF NATURAL RESOURCES FORM OF PROPOSAL-1

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.

WV DNR - BLUESTONE STATE PARK, PROPOSED NEW BATH HOUSE
DIVISION OF NATURAL RESOURCES **FORM OF PROPOSAL-2**

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 120 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 \$100 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.

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 and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia 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.

WV DNR - BLUESTONE STATE PARK, PROPOSED NEW BATH HOUSE
DIVISION OF NATURAL RESOURCES **FORM OF PROPOSAL-3**

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:

- E. Fluorescent lighting fixtures shall be Lithonia DMW-2-48. Unit to have two 40w, fluorescent lights with metal top shield and plastic diffuser.
- F. Exterior light fixtures shall be LumaPro 5MM60 and all necessary fixtures and appurtenances.

PART 3 - EXECUTION

3.1 LIGHTING FIXTURES AND WIRING

- A. Install lighting fixtures of types indicated, where shown and at indicated heights, in accordance with lighting fixture manufacturer's written instructions and with recognized industry practices, to ensure that fixtures comply with requirements and serve intended purposes. Comply with NEMA standards and requirements of National Electrical Code pertaining to installation of interior lighting fixtures and with applicable portions of NECA's "Standard of Installation."
- B. Fully coordinate construction detail with ceiling system in which they are installed viz: support system dimensions, flanges where required, acoustical tile or pan pattern, etc. Verify ceiling construction and provide all mounting details and construction and accessories for each light fixture and trim to match ceiling system with color as selected by architect.
- C. All recessed fixtures shall be installed to coordinate with joist spacing and insulation requirements. Support fixture from structure.
- D. Clean interior lighting fixtures of dirt and debris upon completion if installation.
- E. Protect installed fixtures from damage during remainder of construction period.
- F. Check for proper operation of all fixtures after systems have been installed and lamped. Tighten any loose components or connections, replace noisy or defective ballasts and make sure all fixtures are in good condition and properly installed.
- G. Check all switching and leave in good condition.
- H. Clean all electrical panels and lighting fixtures of construction dirt and labels upon completion of project.

END OF SECTION 16500

Addendum No. 1

1. As part of this addendum a new Form of Proposal and Section 16500 page 2 shall be included.
2. Are the exhaust fans to be included in the electrical bid under division 16, and are there any specifications available for the units?

Yes, both exhaust fans need to be Broan model HD80L or equal along with all necessary appurtenances.

3. Are there any specifications available on the lighting, manufacturer and model # etc?

Fluorescent lighting fixtures shall be Lithonia DMW-2-48. Unit to have two 40w, fluorescent lights with metal top shield and plastic diffuser.

Exterior light fixtures shall be LumaPro 5MM60 and all necessary fixtures and appurtenances.

4. Will there be permanent access to the attic, such as a scurry hole or stairs?

Yes, a 24"X24" plywood section held in place by screws should be placed between trusses in the storage room.

5. In the bid documents page FP-1 under **Base Bid** it states the renovation of the existing swimming pool and the replacement of the concrete deck are included. Are there any drawings or specifications for the swimming pool and the deck? Is there any electrical work associated with this part of the project?

No, this is a mistake. A new Form of Proposal is part of this addendum.

6. Page FP-1 section **Base Bid** also states the wading pool and its filtration equipment are not included in this project. Is there a separate project for this work? If so what is the project information?

See answer to question No. 4.

7. Why was this job rebid from before, and are there any specific changes to the project we should be aware of?

There were revisions made to the project.

Bluestone State Park
Swimming Pool Bath House Renovation
RFQ# DNR210138
Pre-Bid Meeting Summary
Date of Meeting: February 25, 2010

1. A pre-bid meeting was held at the Activities Building because a larger than expected turnout, on the specified date and began at 1:00 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. Some discussion came up as to what type of C.M.U. is to be used. The drawings show split face painted for the exterior walls. This is incorrect, all the C.M.U. shall be smooth faced and colored. A selection of samples shall be submitted to the engineer for approval. The grout shall also be colored as approved by the engineer. All other specifications for C.M.U. shall remain the same as specified in the plans and specs.
5. It was pointed out during the meeting Drawing A1.1 shows the floor slab being 6” thick and on Drawing A1.3 it shows it being 4” thick. It has been decided the floor slab shall be 6” thick as shown in drawing A1.1.
6. It has been discovered that Section 16500 page 2 was inadvertently left out of the specifications. A copy is attached.
7. 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 changed to 220 days.
8. The existing bath house will be demolished after the new bath house is operational an approved complete by the engineer.
9. The contractor shall provide 6’ fencing to maintain a barrier between the project and the park guests.
4. A site inspection was held after the meeting and all present had an opportunity to view the work site.
5. The meeting was concluded at approximately 2:00pm.

SIGN IN IEET

Request for Quotation Number: DNR 210138

Date: 2/25/10

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:	<u>Brown Homes, LLC</u>
Firm Address:	<u>PO Box 64</u> <u>Lansdale, PA 19380</u>
Representative Attending:	<u>Charles K. Brown</u>
Phone Number:	<u>(304) 467-7674</u>
Fax Number:	<u>SAME</u>
Email Address:	<u>stampsimpson@earthlink.net</u>

Firm Name:	<u>Radford & Radford</u>
Firm Address:	<u>PO Box 860</u> <u>England Rd</u> <u>Beekley WV 25801</u>
Representative Attending:	<u>Bill Vest</u>
Phone Number:	<u>304-252-5240</u>
Fax Number:	<u>" 252-5410</u>
Email Address:	

Firm Name:	<u>Swope Construction Co.</u>
Firm Address:	<u>1325 BLUEFIELD AVE.</u> <u>BLUEFIELD, WV 24701</u>
Representative Attending:	<u>JERRY HAWKS</u>
Phone Number:	<u>304-525-8146</u>
Fax Number:	<u>304-327-9444</u>
Email Address:	<u>jhawks@swopeco.com</u>

Firm Name:	<u>BLUESTONE ELECTRIC INC</u>
Firm Address:	<u>PO Box 575</u> <u>Beaman W. O 25813</u>
Representative Attending:	<u>Kenneth Turner</u>
Phone Number:	<u>304 252-9102</u>
Fax Number:	<u>304 255 6240</u>
Email Address:	<u>bluestoneelectric@suddenlink.com</u>

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

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

SIGN IN IEET

Request for Quotation Number:

RQR 21 0138

Date:

2/25/10

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:
 Representative Attending: Brian Carney
 Phone Number: Bert McMiller
 Fax Number:
 Email Address:

Firm Name: RBS CAN
 Firm Address: 4100 First Ave
 Nitro WV
 Representative Attending: Kenneth Watter
 Phone Number: 304 619-6486
 Fax Number: 304 755-2800
 Email Address:

Firm Name: IMPROVEMENTS UNLIMITED
 Firm Address: PO Box 37
 Lebanon WV 25971
 Representative Attending: STEVEN DODMAN
 Phone Number: 304 487-1266
 Fax Number: 304 487-2176
 Email Address: ~~steven.dodman@improvements.com~~ i411c@yaho.com

Firm Name: MAIN STREET BUILDERS LLC
 Firm Address: PO BOX 309
 311 S. WALKER ST.
 PRINCETON WV 24740
 Representative Attending: ADAM SAEVER RUSTY SAEVER, CHRIS ST
 Phone Number: 304-487-3912
 Fax Number: 304-425-2171
 Email Address: asaver@suddenlink.net

Firm Name: Danhill Construction Company
 Firm Address: P.O. BOX 685
 Crotley Bridge, WV 25885
 Representative Attending: Chris Dozier
 Phone Number: 304 632-1000
 Fax Number: 304-632-1501
 Email Address: cdozier33@yahoo.com

Firm Name: Dillon Construction
 Firm Address: 452 Lockwood Rd
 Rock WV 24747
 Representative Attending: Curtiss Dillon
 Phone Number: 304-887-3029
 Fax Number: 304-425-3825
 Email Address: Curtiss.Dillon@yahoo.com

SIGN IN IEET

2/25/10

Request for Quotation Number:

DVR21038

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: BLAIR LEE
 Firm Address: ALLEGANY RESTORATION BUILDERS
 P.O. Box 18032
 MORGANTOWN WV 26507
 Representative Attending: BLAIR LEE
 Phone Number: 304 594 2570
 Fax Number: 304 594 2810
 Email Address:

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

Firm Name: Kirk Naternicola
 Firm Address: Naternicola's Masonry LLC
 626 Maryland Ave.
 Fairmont WV 26554
 Representative Attending: Kirk Naternicola
 Phone Number: 304-672-1979
 Fax Number: 304-534-8234
 Email Address: Kirk.Naternicola@gmail.com

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

Firm Name: Nichols Construction
 Firm Address: Summersville WV
 Representative Attending: Tom Bryoles
 Phone Number: 304 619 8329
 Fax Number: 304 255-2997
 Email Address:

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