



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
 DNR211090

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
 ELKINS OFFICE
 RANDOLPH CENTER - SUITE 222
 1200 HARRISON AVENUE
 ELKINS, WV
 26241

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/27/2011				

BID OPENING DATE: 02/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE FOLLOWING:						
1) MANDATORY PRE-BID SIGN IN SHEET						
2) CLARIFICATION REGARDING SCOPE OF WORK INCLUDING ADD ALTERNATE # 1						
3) REVISED FORM OF PROPOSAL PAGES 1-3						
4) ATTACHED DRAWING M-1.3A (REVISED)						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		968-42		
HVAC RENOVATION						
***** THIS IS THE END OF RFQ DNR211090 ***** 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).

JANUARY 20, 2011

TO: ALL BIDDERS

REF: CACAPON RESORT, OLD INN HVAC RENOVATIONS, RFQ DNR211090

SUBJECT: ADDENDUM NO. 1

1. The propane tank will be provided and installed by the contractor. The tank will be buried and will be 500 gallon. Four (4) sacrificial anode bags will be buried with the tank: one at each "corner" of the tank.
2. Interior Gas Line to Be 1 1/2 Black Iron from Regulator to Boiler. Coordinate exterior penetration location with owner.
3. Pipe Condensate to Sump according to Dwg. M1.4
4. The use of a concentric vent is prohibited for this project. The boiler will be provided with separate combustion and exhaust piping.
5. Condensate branch feed lines are 3/4" Sch 40 PVC.
6. Please replace existing sheet M-1.3A with attached revised sheet M-1.3.
7. The Contractor will remove the existing AC/Heater units as each is replaced by the new fan coil units and store the units for pick up by Park maintenance staff. The units will remain State property. The Contractor will provide a temporary plywood cover to secure each of the window/wall openings. Park maintenance staff will construct a finished and sealed cover for each of the openings.
8. The Contractor may set a tool/material storage container in the Park's Building Maintenance yard. The location is to be coordinated with the Building Maintenance Supervisor.
9. Pipe chases on the first floor are to be constructed in accordance with "General Mechanical Note, Number 8." Stained samples must be submitted for approval.
10. Pipe chases on the second floor may be constructed of metal. Samples of the metal finish must be submitted for approval.
11. **Additive Alternate:** Provide pricing to replace 1 wall mounted heater in a first floor bathroom and install 8 new heaters in the remaining restrooms. Heater Model #Broan9815WH 120V 1500W. Add or redirect existing wiring to serve the heaters. Provide new 20 amp breaker per heater. A REVISED Form of Proposal is included in this Addendum.

**Old Inn HVAC Renovation
Cacapon State Park
Morgan, County, Berkeley Springs, West Virginia**

**FORM OF PROPOSAL
Page 1 of 3
Revised 1/20/2011**

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 and excluding Addendum #1, Item #11.
Written in **numbers** and written in **words**

Additive Alternate: Lump sum for all labor, materials, and equipment as stipulated in Addendum #1, Item #11
Written in **numbers** and written in **words**

Old Inn HVAC Renovation
Cacapon State Park
Morgan, County, Berkeley Springs, West Virginia

FORM OF PROPOSAL
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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.

Old Inn HVAC Renovation
Cacapon State Park
Morgan, County, Berkeley Springs, West Virginia

FORM OF PROPOSAL
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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:

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: DNR 211090

Date: JAN. 5, 2011

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: W. HARLEY MILLER CONT.
 Firm Address: 1193 HEDGERSVILLE ROAD
MARIETTA, VA. 25403

Representative Attending: TERRY AIKENS
 Phone Number: 304-267-8959
 Fax Number: 304-267-3847
 Email Address: Taikens@whmcontractors.com

Firm Name: Dawson's Home Center
 Firm Address: 99 business Park Circle

Representative Attending: David Dmps
 Phone Number: 304-258-2111
 Fax Number: 304-258-3830
 Email Address: dawsonsgace@yahoo.com

Firm Name: Blair's Flame Inc
 Firm Address: 1834 Valley Rd
Blue Ridge Spanglers
W. Va. 25411

Representative Attending: Alanna "Butch" Swick
 Phone Number: 304-258-3495
 Fax Number: 304-258-8769
 Email Address: butchaldeman@yahoo.net

Firm Name: Abster & Sons LLC
 Firm Address: 3743 Winfield Rd
Winfield Wv 25213

Representative Attending: John Erikson Terry Legg
 Phone Number: (304) 757-2864
 Fax Number: (304) 586-3528
 Email Address: ED.ABSTER@AOL.COM

Firm Name: SURBAN PLUMBING
 Firm Address: 240 SCOTT AVE

Representative Attending: Leroy DAWSEY
 Phone Number: 304 216 5573
 Fax Number: _____
 Email Address: _____

Firm Name: Suburban Plumbing Heating and Contracting, LLC
 Firm Address: 240 SCOTT AVE, STE #3
MORGANTOWN, WV 26508

Representative Attending: Tom Turner
 Phone Number: 304 291 2377
 Fax Number: 304 246 1566
 Email Address: tomt109@yahoo.com