



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
DNR211120

PAGE
1

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

RFQ COPY

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
02/09/2011				

BID OPENING DATE: 03/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-00-00-001		
ARCHITECT/ENGINEERING SERVICES, PROFESSIONAL EXPRESSION OF INTEREST (EOI) THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES TO DESIGN, CONSTRUCT, OR SPECIFY IMPROVEMENTS TO CERTAIN BUILDINGS AT HAWKS NEST AND TWIN FALLS RESORT STATE PARKS PER THE ATTACHED SPECIFICATIONS. ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/02/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE. EXHIBIT 10 REQUISITION NO.: ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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).



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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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>						

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p>						

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				RFQ. NO. : DNR211120		
				BID OPENING DATE: 03/17/2011		
				BID OPENING TIME: 1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DNR211120 ***** TOTAL:						

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Revised July 26, 2007

EXPRESSION OF INTEREST
Hawks Nest State Park Lodge and
Twin Falls Resort State Park Lodge HVAC Renovations
EOI # DNR211120

Part 1 **GENERAL INFORMATION**

1.1 **Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting Expression(s) of Interest (EOI) for West Virginia Division of Natural Resources, Parks and Recreation Section, "Agency", from qualified firms to provide architectural and engineering services as defined in section two (2) and three (3).

1.2 **Project:**

The mission or purpose of the project described in sections 2 & 3 is to provide professional architectural and engineering services pursuant to the following objectives:

Provide necessary professional architectural, engineering and other related services to design, construct or specify improvements to the Lodges at Hawks Nest and Twin Falls Resort State Park.

1.3 **Format: N/A**

1.4 **Inquiries:**

Additional information inquiries regarding this EOI must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission, which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Frank Whittaker, Senior Buyer
Purchasing Division
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

The firm, or anyone on the firm's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the EOI. The State Buyer named above is the sole contact for any and all inquiries after this EOI has been released.

1.5 Vendor Registration:

Firms participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Firm is not required to be a registered vendor in order to submit an EOI, but the **successful firm must register and pay the fee prior to the issuance of an actual contract.**

1.6 Oral Statements and Commitments:

Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm's representatives and any State personnel are **not** binding. Only the information issued in writing and added to the Expression of Interest specifications file by an official written addendum is binding.

1.7 Economy of Preparation:

EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of the Sections: The response sections should be labeled for ease of evaluation.

1.9 Submission:

1.9.1 State law requires that the original expression shall be submitted to the Purchasing Division. All copies to the Purchasing Division must be submitted **prior** to the date and time stipulated as the opening date. All expressions will be date and time stamped on the Purchasing Division official time clock to verify time and date of receipt.

1.9.2 Firms mailing expressions should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Division **CANNOT** waive or excuse late receipt of an expression which is delayed and late for any reason according West Virginia State Code §5A-3-11. Any EOI received after the bid opening time and date will be immediately disqualified in accordance with State law and the Legislative Rule 148-CSR-1.

Submit:

One original plus (3) convenience copies to:
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: Frank Whittaker-44
Req#: DNR211120
Opening Date: 03/17/2011
Opening Time: 1:30pm

1.10 Rejection of Expressions:

The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. However, the State reserves the right to accept or reject any or all expressions and to reserve the right to withdraw this Expression of Interest at any time and for any reason. Submission of, or receipt by the State of Expressions confers no rights upon the firm nor obligates the State in any manner.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any firm responding to this EOI for expenses to prepare, deliver, or to attend the short-list interviews.

1.12 Addenda:

If it becomes necessary to revise any part of this EOI, an official written addendum will be issued by the State to all potential firms of record.

1.13 Independent Price Determination:

A contract will not be considered for award if the negotiated price was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor.

1.14 Price Quotations: No "price" or "fee" quotation is requested or permitted in the response.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All EOI's submitted by firms shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the expressions have been opened.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any

document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request, whichever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a firm are the only exemption to public disclosure. The submission of any information to the State by a firm puts the risk of disclosure on the firm. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the EOI - 02/09/2011

Firm's Written Questions Submission Deadline. - 03/02/2011

Addendum Issued - TBD

Expressions of Interest Opening Date - 03/17/2011

Estimated Date for Interviews TBD

1.17 Mandatory Prebid Conference: Not Applicable

1.18 Bond Requirements: Not Applicable

1.19 Purchasing Affidavit:

West Virginia State Code §5A-3-10a (3) (d) requires that all firms submit an Affidavit regarding any debt owed to the State and licensing and confidentiality certifications. The Affidavit **must** be signed and submitted prior to award. It is preferred that the Affidavit be submitted with the EOI.

PART 2**OPERATING ENVIRONMENT****2.1 Location:** Agency is located at the following address:

West Virginia Division of Natural Resources
Parks and Recreation Section
324 4th Avenue
South Charleston, WV 25305

Facilities where work will be performed:

Hawks Nest State Park
49 Hawks Nest Park Rd.
Ansted, WV 25812

Twin Falls Resort State Park
3935 Mayapple Rd.
McGraws, WV 25882

2.2 Background:

The Division of Natural Resources operates lodge and other facilities at the above referenced state parks. These facilities were planned and constructed beginning around 1969. Improvements and repairs are necessary to the HVAC and related systems. This project is eligible for federal stimulus funds.

PART 3**PROCUREMENT SPECIFICATIONS****3.1 General Requirements:**

Provide described services in accordance with applicable state code and accepted engineering standards, and provide the agency with any necessary assistance complying with all required federal and state agency approvals and reporting requirements.

3.2 Project Description:

Provide professional architectural and engineering services pursuant to the following objectives:

Provide necessary professional architectural, engineering and related services to design, construct, or specify certain improvements to the HVAC systems at Hawks Nest State Park Lodge and Twin Falls Resort State Park Lodge. A Variable Refrigerant Flow System is tentatively planned for these buildings to replace the existing two pipe electric boiler/chiller systems. The tentative plan is based on a preliminary reports by Miller Engineering, which are attached as Exhibit A.

The professional architectural and engineering services desired include those necessary to effectively plan for the referenced HVAC improvements. Additionally, included will be; any necessary related mechanical, structural or architectural modifications required to specify and construct the improvements, produce the bidding documents and provide construction contract administration. Construction contract administration shall include but not limited to, the evaluation of submittals necessary to insure compliance with the design parameters, periodic inspection of the work and other necessary and related services as may be determined during the scope and fee negotiations of this agreement. All required work for the procurement of regulatory approvals and permits will be included in this project, as well as any periodic or interim reporting deemed necessary by these agencies. These agencies include but may not be limited to the WV Division of Culture and History, WV Division of Energy, Federal Department of Energy, Department of Health and the Division of Environmental Protection if necessary.

The successful firm must demonstrate a proven record of success with similar projects including design, construction document preparation, cost estimation, construction contract administration. They must also demonstrate procedures to provide timely response to owner issues and have an effective procedure to communicate with the owner's representative for the project. Additionally, funding restrictions on this project dictate that the successful firm must demonstrate that they have effective procedures to go from execution of the contract for design to construction completion on budget by April 1, 2012.

3.3 **Special Terms and Conditions:**

3.3.1 *Bid and Performance Bonds:* N/A

3.3.2 *Insurance Requirements:* \$1,000,000 General Liability per Occurrence
 \$2,000,000 Aggregate
 \$1,000,000 Automobile Liability
 \$1,000,000 Professional Liability

Workers Compensation Certificate upon award
 West Virginia Statutory requirements including
 West Virginia Code §23-4-2 (Mandolidis)

3.4 **General Terms and Conditions:**

By signing and submitting the EOI, the successful firm agrees to be bound by all the terms contained in Section Three (3) of this EOI.

3.4.1 *Conflict of Interest:*

Firm affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The firm further covenants that in the performance of the contract, the firm shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

3.4.2 *Prohibition Against Gratuities:*

Firm warrants that it has not employed any company or person other than a bona fide employee working solely for the firm or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

3.4.3 *Certifications Related to Lobbying:*

Firm certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the firm shall complete and submit a disclosure form to report the lobbying.

Firm agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub

recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.4.4 Vendor Relationship:

The relationship of the firm to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The firm as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Firm shall be responsible for selecting, supervising and compensating all individuals employed pursuant to the terms of this EOI and resulting contract. Neither the firm nor any employees or contractors of the firm shall be deemed to be employees of the State for any purposes whatsoever.

The Firm shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The Firm shall hold harmless the State, and shall provide the State and Agency with a defense against all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The firm shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

3.4.5 Indemnification:

The firm agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the firm, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the firm, its officers, employees or subcontractors to observe State and Federal laws, including but

not limited to labor and wage laws.

3.4.6 Contract Provisions:

After the most qualified firm is identified, and fee negotiations are concluded, a formal contract document will be executed between the State and the firm. The order of precedence is the contract, the EOI and the firm's response to the EOI.

3.4.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The firm further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

3.4.8 Compliance with Laws and Regulations:

The firm shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The firm shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.4.9 Subcontracts/Joint Ventures:

The State will consider the firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors.

3.4.10 Term of Contract:

This contract will be effective (date set upon award) and shall extend until the scope of work is complete or for one (1) consecutive twelve (12) month period. The contract may be renewed upon mutual consent for two (2) consecutive years one (1) year periods or until such reasonable time as may be necessary to obtain a new contract or to complete work.

3.4.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature or any other source, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the firm written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the

event this provision is exercised.

3.4.12 Contract Termination:

The State may terminate any contract resulting from this EOI immediately at any time the firm fails to carry out its responsibilities or to make substantial progress under the terms of this EOI and resulting contract. The State shall provide the firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails to remedy the conditions contained in the notice, within the time contained in the notice, the State shall issue the firm an order to cease and desist all work immediately.

The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

3.4.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by the State, the Agency and the firm. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office prior to the effective date of such amendment. **NO CHANGE SHALL BE IMPLEMENTED BY THE FIRM UNTIL THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

3.4.14 Invoices, Progress Payments, & Retainage:

The Firm shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency based on percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, firm is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the firm's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

3.4.15 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), firm agrees that liquidated damages shall be imposed at the rate of \$100 per workday, for failure to provide

deliverables at the agreed upon date identified in the final contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the firm.

3.4.16 Record Retention (Access & Confidentiality):

Firm shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the firm. The firm shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at firm's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Firm shall have access to private and confidential data maintained by Agency to the extent required for firm to carry out the duties and responsibilities defined in this contract. Firm agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the firm, subcontractors, or individuals permitted access by the firm.

PART 4

EVALUATION & AWARD

4.1

Evaluation & Award Process:

- a) Expressions of Interest will be evaluated and awarded in accordance with **§5G-1-3 "Contracts for architectural and engineering services; selection process where total project costs are estimated to cost two hundred fifty thousand dollars or more."**

"In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project. All such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three [§59-3-1et seq.] A committee comprised of three to five representatives of the agency initiating the request shall evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service. Interviews

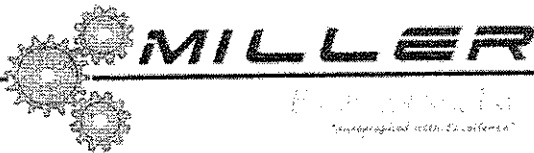
with each firm selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment. The committee shall then rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.”

- b) The evaluation criteria and assigned point values are as follows:

Scoring Criteria

Category	Points
1. History and credentials of firm	40
2. History of completing similar projects	40
3. Oral Interview	20

Exhibit A



Facility Evaluation Report
Hawks Nest Lodge HVAC System

Existing HVAC Systems Summary:

The facility is approximately 40 years old and has had minimal changes to the air systems, heating systems and only one significant change to the cooling system. The facility is served using hot water derived from electric fired boilers which provide hot water to the air distribution systems for heating. Conversely, cooling is provided by an air cooled chiller providing chilled water to the same air systems. The system is a two pipe system which can either provide heating or cooling, not both concurrently. This leads to limited control and over-heating and over cooling of spaces; and wasted energy.

The air distribution systems are a mixture of fan-coils units (mostly in guest rooms) and larger constant volume air handling unit used (AHUs) in public areas. The boilers, fan-coil units, air handling units, and associated support equipment have exceeded their serviceable life and require replacement. The fan-coil units have no air filtration, limited service access, and no discernable outside or ventilation air. The International Mechanical Code and ASHRAE standards require roughly 20 cfm of outside air per guest room. The spaces served by the constant volume AHU's likely require more ventilation air than is being supplied to meet current ventilation standards. The ductwork connected to these units can likely be re-used if similar systems are re-installed; however the duct will need to be cleaned. The chiller is 9 years old but uses R-22 refrigerant; which began its phase out process in January 2010. Within the next 2 or 3 years the availability of the refrigerant will decrease, resulting in a significant cost increase to make repairs to this chiller.

Overall, the majority of the HVAC system has significantly exceeded its operational life and is in generally poor condition. They require replacement as any further repairs will be costly and overall ineffective in terms of improving the quality of the conditioned space or energy efficiency. The condition of the HVAC piping is unknown at this time. It is likely it can be re-used but will require further investigation as part of any design. Provided the system requirements do not change, the piping size should be sufficient to support a replacement of other system components.

Estimate of Probable Cost:

The following options were evaluated for their practicality, end result, difficulty to implement, and cost. Factors that could affect the estimates provided include unforeseen conditions such as structural requirements, asbestos, damaged infrastructure not readily visible, or other hazardous materials. Also, unknown requirements of funding bodies, project review bodies such as the State Historic Preservation Office, Enforcement bodies such as the Department of Environmental Protection, Division of Labor, or Fire Marshal; could adversely affect the final project cost.

Replacement Option 1: VRF

Demo the existing boiler, chiller, pumps and exposed piping and install a Variable Refrigerant Flow (VRF) system. The systems are an air source heat pump type system which utilizes small concealed and surface mounted fan coil units for small areas such as guest rooms and larger, ducted blower/coil units for larger public areas. VRFs systems can provide simultaneous heating and cooling by transferring heating to and from areas as needed. The systems are very efficient, particularly when compared to the existing electric boiler/ chiller water system. Additionally, VRF systems can provide "free" heating of domestic hot water by rejecting excess heat into the domestic HW storage tank. Such systems significantly reduce domestic HW heating costs, particularly in warmer months.

The guest rooms would have new concealed units installed in the locations of the existing units. The concealed units can accommodate the 20 cfm per room requirement, Hallways, offices, support areas, and smaller public areas would have surface mounted units installed in most cases. Larger, ducted units would be connected to existing duct wherever possible and will necessitate some ductwork changes. On areas with a larger ventilation demand, two blower coils in sequence can be used to pre-condition the ventilation the primary unit requires. We have previously used this technique on projects with great success.

Project Cost associated with this option would be \$750,000 - \$790,000.

Replacement Option 2: New Boiler, Chillers, FCU's and RTUS

Replace the existing boilers with efficient propane fired boilers. Such a replacement would require the installation of sufficient propane capacity for 21- 30 days. It would be more cost effective to operate but propane is subject to market volatility. A new air

cooled chiller with environmentally friendly refrigerants would be installed. The HW/CW system would need to be heat traced for portions exposed to potential freezing.

The existing guest room fan coil units (FCUs) would be replaced with new, 2 pipe FCUs, valves, and controls. The new units would be much more serviceable than the existing units. There would have to be a fair amount of general trades work to patch around the new units. Supplemental strip heat could be installed on each FCU to provide final tempering on each room, increasing comfort but not efficiency. Upgrades to the electrical distribution system would be required to support these tempering coils involving the installation of 2 or 3 electrical panels.

The constant volume units serving the public areas would be replaced in-kind with new control valves and controls. The units could be converted to VAV or zone control, but ductwork change would be required. Rooftop Units (RTUs) could be used to replace the constant volume units but structural changes to support the units might not be possible/practical.

Project Cost for this option would be \$740,000 - \$780,000 but could exceed this if significant structural or architectural modifications are needed to accomplish the work.

Replacement Option 3: Install PTACS and RTUs

The boiler, chiller, and FCUs in the guest rooms would be demoed. The FCUs in the guest rooms would be replaced with Packaged Terminal Air Conditioners (PTACs). To accomplish this, the floor to ceiling exterior storefront type glass wall system would have to be replaced in each room. The replacement would incorporate an opaque panel in which the PTAC wall sleeve would be installed. The units would be air source heat pump type with electric backup/ emergency heat. The installation of the PTACs will require a significant upgrade to the electrical distribution system, involving the installation of at least 3 new electrical distribution panels. Each unit would require 30 Amps of 208-230 volts.

Packaged rooftop units (RTUs) would be installed to serve all the large public areas with as much of the existing ductwork re-used as possible. The units could be electric or propane. The existing constant volume units would be demoed. If the units are electric, significant changes to the electrical system would be required to support units with electric heating. Additionally, duct chases and bulkheads would be required to install the required ductwork in the facility. Structural evaluation would be required to verify if the units could be placed on the roof and modifications would be likely. It is possible that on

evaluation, the roof structure could be found to be unable to support the units; eliminating this option.

Project Cost associated with this option could be \$720,000 - \$750,000, but could exceed this amount if significant structural or architectural modifications are required.

Energy Savings:

Our preliminary calculations indicate that the implementation of option 1 would result in an energy savings of approximately 315,000 kwh per year. Based on nine cents (\$0.09) per kwh, the utility cost saving would be on the order of \$28,250 per year.

Recommendation:

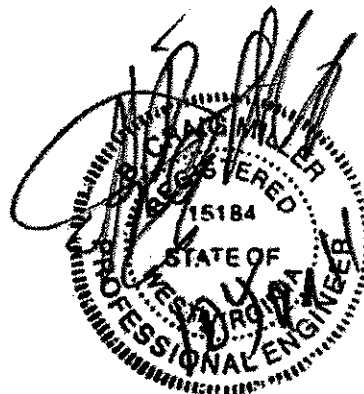
MEI recommends that Option #1 be strongly considered. Based on the building configuration, existing conditions, and energy efficiency, Option #1 would seem most suited to meeting the Owners needs. While options #2 and #3 are viable, the nature of the building layout makes it more likely the cost will exceed the numbers given. This, along with the architectural requirements that could arise in both options makes them likely to be more costly, and difficult to accomplish.

Respectfully submitted this 10th Day of January 2011. If you have any further questions regarding this report, please fell free to contact me at 304-291-2234 ext. 2.



Craig Miller PE
President
Miller Engineering, Inc

CC: file



Hawks Nest Lodge BIN energy saving calculations for HVAC Replacement based on 30 year BIN data

Heating & Cooling U Factor = 0.1
 Area = 27664
 Roof 0.1
 Wall 0.1
 Window 0.72
 Cooling 0.5 = SHR

BIN Temp	hours	(BTUH)	(BTUH)	(BTUH)	Heat/Cool (per BIN)
-2	2	204714	118592	394219	1435049
-1	4	201947	116990	388891	2831314
0	6	199181	115387	383564	4188793
1	3	196414	113785	378237	2065308
2	11	193648	112182	372910	7466136
3	5	190882	110579	367582	3345217
4	4	188115	108977	362255	2637388
5	8	185349	107374	356928	5197206
6	11	182582	105772	351600	7039499
7	9	179816	104169	346273	5672324
8	7	177050	102566	340946	4343933
9	15	174283	100964	335619	9162985
10	13	171517	99361	330291	7815202
11	16	168750	97759	324964	9463569
12	24	165984	96156	319637	13962643
13	27	163218	94553	314310	15446174
14	32	160451	92951	308982	17996296
15	30	157685	91348	303655	16580639
16	37	154918	89746	298328	20090692
17	50	152152	88143	293000	26664770
18	50	149386	86540	287673	26179956
19	56	146619	84938	282346	28778559
20	75	143853	83335	277019	37815492
21	82	141086	81733	271691	40549843
22	67	138320	80130	266364	32482538
23	68	135554	78527	261037	32308005
24	116	132787	76925	255709	53988887
25	92	130021	75322	250382	41926715
26	119	127254	73720	245055	53077437

SEASONAL VALUES:

Heating (btu/yr) = 1,773,653,234
 Cooling (btu/yr) = 572,875,615
 Heating (BTU/yr) = 1,773,653,234
 Cooling (ton hv/yr) = 139,304,254

DEVICE EFFICIENCY ADJUSTED SAVINGS:

Change in Heating efficiency = 0.438
 Savings in Heating (BTU/yr) = 776,860,116

KWh/ ton (original) = 1.5
 KWh/ ton (new) = 0.88
 Change in Cooling sys. Eff. (kw/ton) = 0.62
 Savings in Cooling (kwh/yr) = 86,369

From EPA Website, CO2 equivalents:

227,618 kwh for Heating = 2,051
 86,369 kwh for Cooling = 778
 Total CO2 equivalents 2,830
 Estimated energy cost Annual saving = \$ 28,259

(red = user entered values)

27	111	12488	72117	239728	48432919
28	86	121722	70514	234400	36690724
29	110	118955	68912	229073	45863404
30	162	116189	67309	223746	65973489
31	130	113422	65707	218418	51681172
32	117	110656	64104	213091	45378590
33	145	107890	62501	207764	54832463
34	147	105123	60899	202437	54163420
35	143	102357	59296	197109	51303017
36	139	99590	57694	191782	48520185
37	147	96824	56091	186455	49887361
38	172	94058	54488	181128	56703845
39	137	91291	52886	175800	43836882
40	138	88525	51283	170473	42818772
41	115	85758	49681	165146	34567238
42	148	82992	48078	159818	43051483
43	119	80226	46475	154491	33461862
44	136	77459	44873	149164	36923434
45	117	74693	43270	143837	30630549
46	108	71926	41688	138509	27227154
47	106	69160	40065	133182	25695142
48	120	66394	38462	127855	27925286
49	140	63627	36860	122527	31222022
50	137	60861	35257	117200	29224588
51	149	58094	33655	111873	30339660
52	125	55328	32052	106546	24240700
53	157	52562	30449	101218	28924003
54	124	49795	28847	95891	21642097
55	176	47029	27244	90564	29011270
56	146	44262	25642	85236	22650510
57	118	41496	24039	79909	17162416
58	153	38730	22436	74582	20769432
59	124	35963	20834	69255	18630403
60	144	33197	19231	63927	16755172
61	151	30430	17629	58600	16105521
62	220	27664	16026	53273	21331816
63	173	24898	14423	47946	15097108

64	196	22131	12821	42618	15203767
66	137	16598	9616	31964	7970342
67	151	13832	8013	26636	7320691
68	159	11066	6410	21309	6166834
69	149	8299	4808	15982	4334237
70	158	5533	3205	10655	3064024
71	153	2766	1603	5327	1483531
72	132	11066	6410	21309	5119636
73	146	16598	9616	31964	8493941
74	114	22131	12821	42618	8843007
75	123	27664	16026	53273	11926424
76	88	33197	19231	63927	10239272
77	90	38730	22436	74582	12217313
78	93	44262	26642	85236	14428065
79	73	49795	28847	95891	12740912
80	85	55328	32052	106546	16483676
81	70	60861	35257	117200	14932271
82	76	66394	38462	127855	17686015
84	56	77459	44873	149164	15203767
85	43	82992	48078	159818	12508201
86	33	88525	51283	170473	10239272
87	20	94058	54488	181128	6593470
88	14	99590	57694	191782	4886925
89	2	105123	60899	202437	736917
90	11	110656	64104	213091	4266363
91	2	116189	67309	223746	814488
92	1				

5,585 Seasonal Heating 1,773,653,234
 2,918 Seasonal Cooling 286,437,807

Facility Evaluation Report
Twins Fall Lodge HVAC System

HVAC Existing Systems Summary:

The facility is currently being served by an approximately 585kW electric boiler, a 100 ton Trane water cooled chiller, and a BAC cooling tower. The boiler and chiller are roughly 40 years old and have reached the end of their serviceable life; any repairs at this point would likely be unsuccessful. The cooling tower appears to be newer but requires further inspection to verify its current condition.

The guest rooms are served by 2-pipe fan coil units above the lower portion of ceiling (adjacent to bathrooms) with bottom return and front supply. These units are roughly 40 years old and are in poor operating condition. The fan coil units have reached the end of their serviceable life and require replacement. The existing CUs also do not appear to have proper filtration, service access, and outside air. No other means of outside air to guest rooms was observed, per IMC and ASHRAE roughly 20 CFM of outside air per room is required.

The rest of the facility is served by constant volume air handlers throughout the facility. These units are roughly 40 years old and are in poor repair and will likely require replacement in the near future. The ductwork associated with these systems can likely be re-used if similar type and size units are installed to replace them.

The equipment throughout the facility is original and in generally poor condition. The equipment has reached the end of its serviceable life and requires replacement; and further repairs will be costly and ineffective. HVAC piping throughout the facility can likely be re-used as long as capacities and system type are not changed drastically. Further investigation into the condition of the piping and branch piping is required.

Estimate of Probable Cost:

The following options were evaluated for their practicality, end result, difficulty to implement, and cost. Factors that could affect the estimates provided include unforeseen conditions such as structural requirements, asbestos, damaged infrastructure not readily visible, or other hazardous materials. Also, unknown requirements of funding bodies, project review bodies such as the State Historic

Preservation Office, Enforcement bodies such as the Department of Environmental Protection, Division of Labor, or Fire Marshal; could adversely affect the final project cost.

Replacement Option 1: VRF

Demo the existing boiler, chiller, pumps and exposed piping and install a Variable Refrigerant Flow (VRF) system. The systems are an air source heat pump type system which utilizes small concealed and surface mounted fan coil units for small areas such as guest rooms and larger, ducted blower/coil units for larger public areas. VRFs systems can provide simultaneous heating and cooling by transferring heating to and from areas as needed. The systems are very efficient, particularly when compared to the existing electric boiler/ chiller water system. Additionally, VRF systems can provide "free" heating of domestic hot water by rejecting excess heat into the domestic HW storage tank. Such systems significantly reduce domestic HW heating costs, particularly in warmer months.

The guest rooms would have new concealed units installed in the locations of the existing units. The concealed units can accommodate the 20 cfm per room requirement, Hallways, offices, support areas, and smaller public areas would have surface mounted units installed in most cases. Larger, ducted units would be connected to existing duct wherever possible and will necessitate some ductwork changes. On areas with a larger ventilation demand, two blower coils in sequence can be used to pre-condition the ventilation the primary unit requires. We have previously used this technique on projects with great success.

Project cost associated with this option would be \$620,000.

Replacement Option 2: New Boiler, Chillers, FCU's and AHUs

The boiler and chiller can be replaced with higher efficiency units, the new boiler could potentially be high efficiency propane fired units in lieu of electric which would require the installation of a propane tank, but it may be more cost effective to operate. The chiller and cooling tower can be replaced with an air cooled packaged chiller located outside. The system would need to be freeze protected, which could be done by heating tracing all exterior piping or the system could also be converted to glycol; however existing pipe sizes may prohibit this option.

The guest room FCUs would be replaced with new 2-Pipe FCUs, valves, and controls. These new units would be completely serviceable from the return air panel located in

the bottom of the unit. The installation of such units will require some general trades work to accommodate the new units. The ventilation air could be piped to each room with a small duct via the hallways or a small vertical chase located in the closets or corners of each room and extending to the roof.

Electric strip heat could also be installed in the individual rooms to allow for heating/cooling simultaneously. This will require significant electrical upgrades for the guest rooms areas, roughly two additional panels and branch wiring will need to be installed to serve the electric heaters in the fan coils.

In lieu of electric strip heat in the FCUs, and additional hot water loop could be run throughout the facility this would allow for the entire building to be in heating/cooling mode simultaneously. The cost of running an additional loop and branch wiring will have to be investigated further.

The constant volume units around the facility can be replaced as necessary, new valves and controls shall be installed with each new unit. Units could be re-configured for VAV or zone control, however this would require modifications to ducts, controls, and electric. RTU's may be installed in place of constant volume air handlers in some areas if feasible.

Project Costs associated with option would be \$560,000 - \$630,000.

Replacement Option 3: Install PTACS and RTUs

Demo the existing boiler, chiller, and cooling tower. Replace the exterior wall on all guest rooms with a new aluminum front with a lower steel panel. Install a Packaged Terminal Air Conditioner (PTAC) in the lower steel panels in each guest room (~20). These units will be Heat Pump with 3.3kw of back-up heat. The new PTACs will require the installation of significant electrical upgrades to accommodate the units in each room. Each PTAC unit requires roughly 30 amps of 208-230V.

Demo the existing constant volume units throughout the facility along with associated ductwork not to be re-used. Install packaged rooftops to serve areas currently being served by constant volume units and re-use ductwork where possible. The installation of RTU's will require electrical upgrades to serve each unit located on the roof. These upgrades could be fairly significant if the heating source of the RTUs is electric. Also, duct chases and ductwork will have to be installed to serve existing areas throughout the facility. Structural and architectural modifications may be required for installation of

the rooftop units, further investigation of the structure will have to be completed for the installation of rooftop equipment.

Project Costs associated with this option could be \$600,000 - \$650,000, but could exceed this if significant structural/ architectural modifications are needed.

Recommendation:

It is MEI's recommendation that replacement option-1 be strongly considered. This will be the more energy efficient solution and will have less impact on the facility to install. The costs associated with replacement options 2 and 3 could far exceed that of option-1 due to the electrical, architectural and possible structural changes that will need to be made to accommodate new equipment, chases, and ductwork.

Energy Savings:

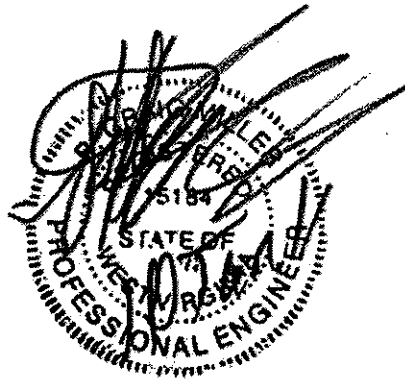
Our preliminary calculations indicate that the implementation of option 1 would result in an energy savings of approximately 250,000 kwh per year. Based on nine cents (\$0.09) per kwh, the utility cost saving would be on the order of \$20,250 per year.

Respectfully submitted this 10th day of January, 2011. If you have any further questions regarding this report, please feel free to contact me at 304-291-2234 ext. 2.



Craig Miller, PE
President
Miller Engineering Inc.

CC: file



Twin Falls Lodge BIN energy saving calculations for HVAC Replacement based on 30 year BIN data

Heating & Cooling U Factor = 0.1 Roof 17259 Wall 16185 Window 4999 Cooling 0.5 = SHR
 Area = 17259

BIN Temp	hours	(BTUH)	(BTUH)	(BTUH)	Heat/Cool (per BIN)
-2	2	127717	119769	266347	1027665
-1	4	125991	118151	262747	2027555
0	6	124265	116532	259148	2999670
1	3	122539	114914	255549	1479004
2	11	120813	113295	251950	5346634
3	5	119087	111677	248350	2395570
4	4	117361	110058	244751	1888681
5	8	115635	108440	241152	3721812
6	11	113909	106821	237552	5041112
7	9	112184	105203	233953	4062053
8	7	110458	103584	230354	3110769
9	15	108732	101966	226755	6561778
10	13	107006	100347	223155	5596606
11	16	105280	98729	219556	6777032
12	24	103554	97110	215957	9998899
13	27	101828	95492	212358	11061282
14	32	100102	93873	208758	12887470
15	30	98376	92255	205159	11873693
16	37	96650	90636	201560	14387305
17	50	94925	89018	197960	19095120
18	50	93199	87399	194361	18747936
19	56	91473	85781	190762	20608842
20	75	89747	84162	187163	27080352
21	82	88021	82544	183563	29038470
22	67	86295	80925	179964	23261328
23	68	84569	79307	176365	23136342
24	116	82843	77688	172765	38662410
25	92	81117	76070	169166	30024472
26	119	79391	74451	165567	38009704

SEASONAL VALUES:
 Heating (btu/yr) = 1,270,144,889
 Cooling (btu/yr) = 410,246,502
 Heating (BTU/yr) = 1,270,144,889
 Cooling (ton hr/yr) = 99,758,274

DEVICE EFFICIENCY ADJUSTED SAVINGS:

Change in Heating efficiency = 0.438
 Savings in Heating (BTU/yr) = 556,323,462

KW/ ton (original) = 1.5
 KW/ ton (new) = 0.88
 Change in Cooling sys. Eff. (kw/ton) = 0.62
 Savings in Cooling (kwh/yr) = 61,850

From EPA Website, CO2 equivalents:

163,001 kwh for Heating = 1,469
 61,850 kwh for Cooling = 557
 224,851 Total CO2 equivalents = 2,026

Estimated energy cost Annual saving = \$ 20,237

(red = user entered values)

27	111	77666	72833	161968	34683682
28	86	75940	71214	158368	26274885
29	110	74214	69596	154769	32843606
30	162	72488	67977	151170	47244799
31	130	70762	66359	147570	37009814
32	117	69036	64740	143971	32496422
33	145	67310	63122	140372	39266510
34	147	65584	61503	136773	38787396
35	143	63858	59885	133173	36739011
36	139	62132	58266	129574	34746175
37	147	60407	56648	125975	35725234
38	172	58681	55029	122376	40606641
39	137	56955	53411	118776	31392377
40	138	55229	51792	115177	30663291
41	115	53503	50174	111578	24754219
42	148	51777	48555	107978	30829939
43	119	50051	46937	104379	23962640
44	136	48325	45318	100780	26441533
45	117	46599	43700	97181	21935085
46	108	44873	42081	93581	19497853
47	106	43148	40463	89982	18400752
48	120	41422	38844	86383	19997798
49	140	39696	37226	82783	22358650
50	137	37970	35607	79184	20928252
51	149	36244	33989	75585	21726775
52	125	34518	32370	71986	17369200
53	157	32792	30752	68386	20712997
54	124	31066	29133	64787	15498294
55	176	29340	27515	61188	20775491
56	146	27614	25896	57588	16220436
57	118	25889	24278	53989	12290314
58	153	24163	22659	50390	14873363
59	124	22437	21041	46791	11193212
60	144	20711	19422	43191	11998679
61	151	18985	17804	39592	11533452
62	220	17259	16185	35993	15276096
63	173	15533	14567	32394	10811310

64	196	13807	12948	28794	10887690
66	137	10355	9711	21596	5707705
67	151	8630	8093	17996	5242478
68	159	6904	6474	14397	4416180
69	149	5178	4856	10798	3103825
70	158	3452	3237	7199	2194203
71	153	1726	1619	3599	1062383
72	132	6904	6474	14397	3666263
73	146	10355	9711	21596	6082664
74	114	13807	12948	28794	6332636
75	123	17259	16185	35993	8540726
76	88	20711	19422	43191	7332526
77	90	24163	22659	50390	8749037
78	93	27614	25896	57588	10332196
79	73	31066	29133	64787	9123996
80	85	34518	32370	71986	11804256
81	70	37970	35607	79184	10693267
82	76	41422	38844	86383	12665272
84	56	48325	45318	100780	10887690
85	43	51777	48555	107978	8957347
86	33	55229	51792	115177	7332526
87	20	58681	55029	122376	4721702
88	14	62132	58266	129574	3499615
89	2	65584	61503	136773	527720
90	11	69036	64740	143971	3055219
91	2	72488	67977	151170	583269
92	1				

5,585
2,918

Seasonal Heating
Seasonal Cooling

1,270,144,889
205,123,251

RFQ No. _____

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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____