



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  
 DNR211144

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	F.O.B.	FREIGHT TERMS
04/18/2011				

BID OPENING DATE: 04/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO:						
1) DELETE FLOOR TILE COMPLETELY FROM THE PROJECT.						
2) PROVIDE THE ATTACHED MANDATORY PRE-BID MEETING NOTES						
3) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						

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](http://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).

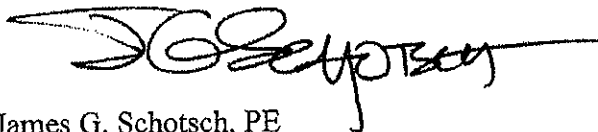
April 11, 2011

**TO: ALL BIDDERS**

**REF: TOMLINSON RUN STATE PARK  
POOL CONCESSION BUILDING  
RFQ DNR211144**

**SUBJECT: ADDENDUM NO. 1**

1. Attached documents include:
  - a. Pre-Bid Conference "Notes of Meeting", April 6, 2011.
  - b. Sign-In Sheet
2. Pages 14-16 of the RFQ should be completed and returned with your signed bid.
3. Delete the floor tile completely from the project. The floor finish shall be equivalent to 'ArmorSeal/Tread-Plex' by Sherwin Williams with H & C 'Shark grip' nonslip additive. Concrete slabs shall be prepped and cured according to floor coating manufacturer's written instructions for the product provided or 28 days minimum. Provide two (2) coats with adequate drying time (no less than 6 hours @ 55 degrees F) between coats as listed for the product. Color to be selected from the manufacturer's standard palette.



James G. Schotsch, PE  
DNR Associate Engineer.

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Tomlinson Run State Park  
Concession Stand Replacement

Pre-Bid Conference Agenda  
April 6, 2011

**NOTES OF MEETING**

1. Sign-in sheet. ATTACHED.

2. Introductions

Tom Cloer, Project Manager, Chapman Technical Group (NOT PRESENT)  
Dale Withrow, Manager Architecture Chapman Technical Group  
Jim Schötsch, WVDNR  
Sam Morris, Park Superintendent

ALL QUESTIONS REGARDING THE PROJECT PRIOR TO THE BID WILL GO TO FRANK WHITTAKER VIA FAX AT 304-558-2316 X 218. CUTOFF FOR QUESTIONS IS APRIL 11, 2011 AT 4:30 PM.

3. Review bidding process.

- a. Mandatory pre-bid, must sign in.
- b. Must be registered contractor with the State.
- c. Must use bid form from the State. MR. SCHOTSCH NOTED THAT THE FORM PROVIDED BY HIS OFFICE (WVDNR) WOULD BE SUFFICIENT AND PREFERRED AND THAT THIS WOULD BE CONFIRMED IN THE PRE-BID MEETING NOTES/ADDENDUM.
- d. CONTACT FRANK WHITTAKER AT STATE PURCHASING FOR ANY QUESTIONS ABOUT HOW TO BID. (558-2316)
- e. THIS IS A PREVAILING WAGE JOB.
- f. TIME TO SUBSTANTIAL COMPLETION IS 120 DAYS WITH 30 ADDITIONAL DAYS TO FINAL COMPLETION FOR A TOTAL OF 150 DAYS.
- g. LIQUIDATED DAMAGES ARE \$250 A DAY.
- h. Addenda

1. Any statement made by anybody that materially alters the work described in the plans and specifications is invalid unless documented by addendum.
2. Questions and answers today will be in addendum.
3. AFTER WE LEAVE THE BUILDING, NO MORE QUESTIONS WILL BE ANSWERED. ALL QUESTIONS DIRECTED TO FRANK WHITTAKER ONLY.

4. Project review.

- a. Base Bid. BIDS ARE DUE TO STATE PURCHASING APRIL 28 AT 1:30 PM. BID PRICES ARE TO BE HELD FOR 90 DAYS.
- b. BASIS OF AWARD WILL BE THE LOWEST RESPONSIVE BASE BID. THERE ARE NO ALTERNATES FOR THE PROJECT.
- c. Access to work site. CONTRACTOR WILL HAVE FULL ACCESS TO THE CONSTRUCTION SITE BUT WILL BE LIMITED TO THE CONSTRUCTION SITE. CONTRACTOR SHALL COORDINATE ANY OFF SITE ACCESS OR DISTURBANCE WITH THE PARK SUPERINTENDENT, SAM MORRIS. INTERRUPTIONS OF UTILITIES SHALL BE

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- COORDINATED WITH MR. MORRIS AT LEAST 48 HOURS PRIOR.
- d. Work hours. THERE WILL BE NO RESTRICTIONS ON WORK HOURS.
  - e. Procedure for answering questions during construction.
    - 1. ALL QUESTIONS DURING CONSTRUCTION SHALL BE DIRECTED TO MR. JIM SCHOTHCH OF WVDNR AND TOM CLOER WITH CHAPMAN TECHNICAL GROUP FOR DISPOSITION.
  - f. Pay requests by the Contractor should be submitted on a monthly basis. Applications for Payment must be submitted on AIA Documents G702-1992 and G703-1992.
  - g. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SECURITY AND SAFETY AT THE CONSTRUCTION SITE.
  - h. Review of project details.
  - i. ADDITIONAL QUESTIONS AND ANSWERS:
    - a. RESTROOM FACILITIES ARE AVAILABLE NEAR THE PAVILLION FOR THE CONTRACTORS USE. THE RESTROOMS IN THE BATHHOUSE ARE NOT TO BE USED BY THE CONTRACTORS FORCES.
    - b. THE EXISTING CHAINLINK FENCE BETWEEN THE BATHHOUSE AND THE CONCESSION STAND WILL NEED TO BE REMOVED AND RESET ONLY AS NEEDED TO CONDUCT CONSTRUCTION ACTIVITIES.
    - c. "ORANGE" CONSTRUCTION FENCE WILL BE SATISFACTORY TO DESIGNATE THE CONSTRUCTION LIMITS AS DELINEATED ON THE DRAWINGS. THE EXISTING SPLIT RAIL FENCE MAY BE USED IN PART TO SUPPORT THE CONSTRUCTION FENCE SO LONG AS NO PERMANENT FASTENERS ARE USED.
    - d. THE LOCATION OF THE NEW BUILDING IS SITUATED SUCH THAT THE SOUTHWEST CORNER OF THE EXISTING BUILDING IS AT THE SAME POINT OF THE SOUTHWEST CORNER OF THE NEW BUILDING WITH THE NEW SOUTH WALL ALONG THE SAME LINE AS THE EXISTING SOUTH WALL

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## PRE-BID SIGN IN SHEET

Tomlinson Run State Park - Concession Building Replacement - DNR211144

Name JOE CHEK Title Vice - Pres.  
 Company JC CROSS CORP. Phone 304-281-9222  
 Address 3546 RIVERVIEW DR. Fax 304-748-1730  
 Address \_\_\_\_\_ email chekmarkps@comcast.net  
 City Weirton State WV Zip 26062

Name Chris Dozier Title Cost Est.  
Dan Hill Const.  
 Company DHC Phone 304 632 1600  
 Address Gowley Bridge WV. Fax \_\_\_\_\_  
 Address \_\_\_\_\_ email DHCdozier33@yahoo.com  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name Bernie Elliott Title Estimator  
 Company Lombardi Development Phone 304-748-5920  
 Address 820 Donnegal Drive East Fax 304-748-8488  
 Address \_\_\_\_\_ email ~~Bernie~~ Bernie@LombardiDevelopment.com  
 City Follansbee State WV Zip 26037

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## PRE-BID SIGN IN SHEET

Tomlinson Run State Park - Concession Building Replacement - DNR211144

Name Tom Cloer Title PROJECT ARCHITECT  
 Name Dale Withrow Title Manager - Architecture  
 Company Chapman Technical Gp. Phone 304-727-5501  
 Address 200 Sixth Ave Fax 304-727-5580  
 Address \_\_\_\_\_ email tcloer@chaptech.com  
 City St. Albans State WV Zip 25127  
 Address \_\_\_\_\_ email dwithrow@chaptech.com

Name Jason Riffle Title owner  
 Company Riffle Contracting Phone 304-689-4722  
 Address ~~418 Deltston~~ Fax 304-291-4354  
 Address Po box 418 email Rifflecontracting@yahoo.com  
 City Deltston WV 26531 State WV Zip 26531

Name James G. Schotsch Title Assoc. ENGR.  
 Company WV DNR Parks & Rec Phone 304 637 0301  
 Address 1500 Harrison Ave, Ste 222 Fax \_\_\_\_\_  
 Address \_\_\_\_\_ email James.G.Schotsch@wv.gov  
 City Elkins State WV Zip 26241