



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
DNRB11077

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
12/08/2010				

BID OPENING DATE: 12/22/2010 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 ATTACHED MANDATORY PRE-BID SIGN IN SHEETS, AND TECHNICAL QUESTIONS & ANSWERS.						
BID OPENING DATE AND TIME HAVE NOT CHANGED.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNRB11077 ***** 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](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).

December 7, 2010

**TO: ALL BIDDERS**

**REF: Greenbrier State Forest  
Swimming Pool Filter Replacement  
DNRB11077**

**SUBJECT: ADDENDUM No. 1**

This Addendum Bulletin shall be incorporated in the Construction Contract Documents including the Drawings and Specifications for the Project referenced above. All work amended as listed herein shall be included in your Bid Proposal and the bidder shall acknowledge this addendum on the Bid Form.

The Construction Contract Documents shall be amended as follows:

**PRE-BID MEETING SIGN-IN-SHEET**

A copy of the Pre-bid meeting sign in sheet is attached to this addendum.

**TECHNICAL QUESTIONS**

- 1) Are there any permits required for the project?  
Answer: A WVHD Permit is in place for the project. If an NPDS permit is required, it will be obtained by the Owner.
- 2) Is it a wage scale job?  
Answer: As the funding source is public, prevailing wages rates apply. If further questions on this, contact Division of Labor.
- 3) Is the wiring from the pump switch to the panel going to remain the same and be reconnected where the current switch is located?  
Answer: The pump control will be on the face of the VFD. Demo exting motor starter and controls not re-used.
- 4) Per Lochinvar a CBN0645 is a commercial boiler not classified as a pool heater such as Lochinvar Copper-Fin Series. The specified model requires a minimum 1 1/4" gas line from 0-50 feet. The Copper-Fin CPN651 gas heater requires a 1 1/2".

Answer: Heater will be Lochinvar CPN 651 – DirectAire Vertical with Side wall inlet. Gas connection is to be 1-1/4" per Lochinvar factory information. Heater installation will include WBV heater throttling valve and heater isolations valves at the pool water header.

5) Will the heater require louvres or are you planning on opening windows for make up air?

Answer: Sidewall inlet will be installed as part of installation of boiler.

6) Is the chlorine neutralizing well going to be installed outside? There is one drawn on the plan but I haven't seen anything on installing one.

Answer: Dechlorination tank is not part of this contract. Backwash will be reconnected to existing backwash exit from building.

7) Is any work to be done to the existing pool structures themselves including the wading pool?

Answer: This project is a repair/replacement of filtration systems. No work will be performed on the pool basins. That will be part of a larger project fall 2011/ spring 2012.

8) What is the earliest start date?

Answer: Contractor may start upon award, issuance of purchase order, and notice to proceed by WV Purchasing. Barring any complications, Notice to Proceed would probably be in mid to late February, 2011.

9) Sheet # AQ401 shows "Demo Piping" outside of the surge tank wall. Please describe this.

Answer: Demo existing piping to make reconnection of equipment shown using industry best practices.

10) What size hole needs to be core drilled through the tank wall for the new 6" line?

Answer: Outside diameter of pipe plus space required for Link seal installation. Rough estimate from Link Seal website is 10 inches. Link seal will be Century Series with EPDM seal and stainless hardware, series CS-316.

11) Per Neptune Benson extra costs and modifications will incur using a 20HP VFD on a 10HP pump to control the manual mode of the VFD. They asked why using an upsized VFD on the 10 HP pump.

Answer: The pool volume is 140,000 and the turnover rate is 380 gpm resulting in the need for a 10HP pump. Using a 10 HP single phase motor represents excessive inrush on existing service. VFD allows use of standard 3phase motor and soft starting capability. VFD specified on pump schedule is "20HP" at single phase input; 10 HP at 3 phase output.

End of Addendum

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ# : DNR B 11097 Bid Date : 12/22/2010  
 Project : Greenhouse Swimming Pool (11) Pre-Bid Date : 12/3/2011

Name : BSCAD LESLIE  
 Company : WV DNR  
 Address : 324 4TH AVE  
SOUTH CHARLESTON WV  
25305  
 Phone # : 304 558 2764  
 Fax # : 304 558 0077  
 Email : leslie@wvdnr.gov

Name : TERRY L. NDBERS  
 Company : Paddock Pools  
 Address : 15120 C Southdown Lane  
Rockville, MD 20850  
301-424-0790 x 262  
 Phone # : \_\_\_\_\_  
 Fax # : 301-424-0556  
 Email : tinabers@paddockpools.com

Name : JAMES D ROBERTS  
 Company : NATIONAL POOL RESTORATION  
 Address : Brandon D Carter  
312 Melrose Ave  
Rockville VA 24017  
 Phone # : PO. Box 6354  
 Fax # : 540 343 5240  
 Email : 540 345 7665  
www.nationalpools.com

Name : PAUL D. SMITH  
 Company : PAUL SMITH PLUMBING INC  
 Address : 201 RAKES ROAD  
SHADY SPRING WV 25918  
 Phone # : 304-763-2252  
 Fax # : 304-763-2262  
 Email : PAUL.SMITH@PLUMBING.COM

Name : SHANE D WATTS  
 Company : NATIONAL POOL RESTORATION  
 Address : 2860 PENNSYLVANIA AVE  
CHARLESTON, WV 25302  
 Phone # : 304-6135  
 Fax # : 304-7622  
 Email : NATIONAL POOL RESTORATION

Name : MIKE SIEMIACZKO  
 Company : DAW HILL CONSTRUCTION  
 Address : PO Box 685  
GAULEY BRIDGE, WV 25085  
 Phone # : 1-304-632-1600  
 Fax # : 1-304-632-1501  
 Email : POLOCK@WVHOTMAIL.COM

Name : Michael Shuster  
 Company : Able Construction Inc  
 Address : HC 82 Box 203A  
MARLINTON WV  
 Phone # : 304-799-4630  
 Fax # : Same  
 Email : ableconstruction1162@yahoo.com

Name : 116P Enterprises  
 Company : Brown Smith VPA Construction  
 Address : 287 Country Rd Estates  
Shady Spring WV  
 Phone # : 304-763-2694  
 Fax # : 304-763-2429  
 Email : bsmith116p@hotmail.com

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ# : \_\_\_\_\_ Bid Date : \_\_\_\_\_  
 Project : \_\_\_\_\_ Pre-Bid Date : \_\_\_\_\_

**Name** : Tim Coleman **Name** : \_\_\_\_\_  
Augusta Aquatics LLC **Company** : \_\_\_\_\_  
**Company** : \_\_\_\_\_  
**Address** : PO BOX 1196 Fishersville, Va **Address** : \_\_\_\_\_  
22989  
Tcoleman@AugustaAquatics.com  
**Phone #** : \_\_\_\_\_ **Phone #** : \_\_\_\_\_  
**Fax #** : \_\_\_\_\_ **Fax #** : \_\_\_\_\_  
**Email** : \_\_\_\_\_ **Email** : \_\_\_\_\_

**Name** : JEFF LAYFIELD **Name** : \_\_\_\_\_  
**Company** : DNR - GREENBRIER S.F. **Company** : \_\_\_\_\_  
**Address** : HC 30 Box 154 **Address** : \_\_\_\_\_  
CALDWELL WV 24925  
**Phone #** : 304-536-1944 **Phone #** : \_\_\_\_\_  
**Fax #** : 304-536-4891 **Fax #** : \_\_\_\_\_  
**Email** : JEFFREY.D.LAYFIELD@WV.gov **Email** : \_\_\_\_\_

**Name** : \_\_\_\_\_ **Name** : \_\_\_\_\_  
**Company** : \_\_\_\_\_ **Company** : \_\_\_\_\_  
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