



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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

POST OFFICE

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	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. 5 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED BID CLARIFICATION, TECHNICAL QUESTIONS & ANSWERS, AND DRAWING NUMBER AD#1.						
***** END ADDENDUM NO. 5 *****						
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
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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](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).

January 27, 2011

**TO: ALL BIDDERS**

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

**SUBJECT: ADDENDUM No. 5**

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:

**Clarification**

Addendum # 3 indicated that the gas service was to be replaced from the boiler to the meter with 1 ½ inch line. That is not deemed necessary at this point and is hereby changed. The Contractor will replace the gas piping from the boiler back to the valve located just outside the building with 2 inch steel pipe along with all necessary fittings and or taps.

**Technical Questions**

The following questions were received and their answers are included as a portion of this addendum.

- 1 Addendum 3: Boiler Gas piping. As part of the project , change the natural gas piping from the meter to the boiler with 1-1/2 inch piping. I have not been able to find on any of the drawings where the meter is located. Can you please provide this distance or a scale drawing that shows its location?

*Gas line has sufficient pressure to allow the project to proceed without replacing the gas line to the meter. The contractor is hereby instructed to replace the gas line with 2 inch pipe from the valve located just outside the building to the boiler with any necessary fittings and or taps.*

- 2 Can an additional non-mandatory site inspection be done for any contractors wanting a second look at the additional utility work?

*Contractors are free to visit at any time during normal business hours. Access to the site may be coordinated through the Park Superintendent. The Park Superintendent is not authorized to answer any technical questions or provide any interpretation of the bidding documents.*

- 3 Now that it is clear that new wiring must be ran from the electrical panel to the new VFD, can you please verify the approximate distance from the electrical panel to the pump location.

*The VFD panel is planned to be located within approximately 24 feet, (horizontal distance), of the electrical panel located outside of the filter building, in the small sheltered area to the left of the entrance door to the filter building. The electrical service was available for inspection during the pre-bid meeting and was viewed by many who attended. Note that the length of any necessary conductors will certainly be greater than 24 feet to allow for the actual route the conductor may have to take to properly connect the panel to the VFD.*

- 4 Please specify the additional electrical work in detail needed to be done to the exposed conductors in the electrical equipment serving the filter room that will be disconnected and installed in metal conduit. Please provide lengths and sizes of additional electrical wiring.

*The conductors in question that provide service to the panel are less than 3 feet long and will require conduits and necessary conduit fittings to meet current electrical code. They were available for viewing during the pre-bid meeting.*

- 5 Now that the gas line will need to be increased in size please give the approximate distance between the heater location and the gas meter.

*See Clarification above and question above.*

- 6 Since the bid opening date has now been moved two times what will be the anticipated start date be?

*The start date will depend on the date that a purchase order is issued. However, the agency hopes that the project can be started by early March.*

- 7 If a copy of the "Addendum #3 Drawing" was never received how do I obtain one?

*A copy is attached to this addendum for your convenience.*

- 8 The documents show the work having to be finished 60 days from the start date. Doing the work in 60 days is not a problem however Neptune Benson indicates a 6-8 week lead time on the filter. Will we be penalized if we don't finish within 60 days due to manufacture lead time?

*The agency will not intentionally penalize the contractor for delays that are caused by the manufacturer that are not the result of any act or failure to act. However, there are manufacturers that produce filters that are equal to the specified filter if the specified filter cannot be shipped in an acceptable time frame. Additionally, the bidder is cautioned that we intend to have this pool operational by Memorial day of 2011 if that is possible, providing that the PO is issued at least 60 days from that date, and any manufacturer delays will have to properly documented and proven. The contractor's failure to comply with the submittal requirements of this project or failure to order the equipment in a timely fashion will not be excused and may result in the assessment of liquidated damages.*

End of Addendum



FILTER SCHEDULE										
NUMBER	DESIGN GPM	FILTER AREA (SQ. FT.)	FILTER MEDIA QTY. (CU. FT.)	TANK DIMENSION (DIAM/LENGTH)	MAX FLOW (GPM)	GPM/SQFT	MEDIA TYPE	MFR./MODEL#	BACKWASH RATE	NOTES
MAIN	388	31.7	BY MFR.	48" / 84"	834	12	SAND	NEPTUNE-BENSON 4884SHFFG	475	SINGLE TANK w/ FACTORY FRONT PBG PVC MANIFOLD, FOUR OPERATING VALVES (WBV)

FILTER PUMP SCHEDULE											
POOL	HP	FLOWRATE (GPM)	INLET/DISCH. SIZE	SYS. DESIGN PRESS. (FT)	MAX DISCH. PRESS. (FT)	VOLTAGE/PHASE	MFR./MODEL#	RPM	TURNOVER RATE	VFD MOTOR STARTER SIZE/ SERVICE MIN. AMPS	NOTES
MAIN	10	380	6" X 4"	70 FT	96 FT	230/3	GRISWOLD RAFF	1750	6.0 HRS	VFD, SINGLE PHASE INLET, 3 PHASE OUT 10 HP - EATON MODEL SVXD102/BPP1P7 10HP, 60A 5P INPUT 220A 3PH OUTPUT, NEMA 3R ENCLOSURE w/ CIRCUIT BREAKER AND POWER SURGE PROTECTOR, FEED w/ 60A 6P BREAKER AND CONDUCTORS FACTORY START UP IN PROJECT	w/ 6X6 FIBERGLASS STRAINER BY NEPTUNE-BENSON #150NBFGASERT1NB8SK08 EP w/ EXTRA BASKET

HEATER SCHEDULE								
NUMBER	INPUT MAX (MBH)	THERMAL EFFICIENCY	HEATING CAPACITY (MBH)	NET HP/HR (MBH)	GAS CONNECTION	VENT SIZE	MFR./MODEL#	NOTES
HEATER	845	81%	522	454	1-1/4"	6"	LOCHINVAR CBN0945	HIGH AND LOW GAS PRESSURE SWITCH WITH MANUAL RESET

**ADDENDUM-03 DRAWING**

DRWN BY: JMM	DWG DESCRIPTION:  <b>REVISIONS TO SCHEDULES</b>	DWG NO: AD#1
REV BY: BCM		SHEET REF: AQ402
DATE: 12/29/2010		RFNO: NA



PA Office:  
POB 42  
Gararda Fort, PA 15334  
724-866-6655

WV Office:  
250 Scott Ave Suite 3  
Martinsburg, WV 26156  
304-291-2234 ph  
304-291-2246 fax  
[www.millereng.net](http://www.millereng.net)

**GREENBRIER STATE PARK POOL**

