



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
DNRB11224

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/26/2011				

BID OPENING DATE: 08/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE FOLLOWING:						
1) PRE-BID MEETING MINUTES AND SIGN IN SHEET						
2) REVISED CODED NOTE 8 ON SHEET H1.01.						
3) REVISED FORM OF PROPOSAL, PAGES 1-3.						
THE BID OPENING DATE AND TIME HAVE NOT CHANGED.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						

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 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

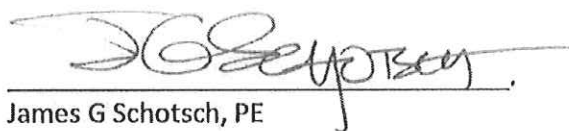
1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to 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).

July 22, 2011

TO: All Bidders
REF: Canaan Valley Resort
Indoor Pool DeHumidifier Replacement
RFQ DNRB11224

SUBJECT: Addendum No1

1. Pre-Bid Meeting Minutes and Sign In Sheets are attached.
2. Revised "Form of Proposal" is attached; includes a space for Unit Price Pipe Repair. Defined as: For each leak discovered in the pool water heat recovery system provide a unit price to remove a 12-inch section of pipe, furnish and install a 12-inch section of pipe, and furnish and install two couplings. Connections shall be soldered. Refer to the Project Manual for material and installation requirements and CODED NOTE 16, Sheet DH1.01.
3. CODED NOTE 8, on sheet H1.01 has been revised as follows:
"Provide a new 6-inch thick concrete equipment pad. The equipment pad shall be 6'-0" x 5'-6" at minimum. Pad and Unit shall be installed level. Contractor to provide excavation or clean fill, as necessary."


James G Schotsch, PE

Canaan Valley Resort
Indoor Pool De Humidifier Replacement
Pre-Bid Meeting Minutes
July 21, 2011

1. A pre-bid meeting was held as advertized for this project, at 1:30 pm at the Resort Lodge. A sign in sheet was circulated and a copy is attached.
2. The Pre-Bid Meeting check-list was used, each item was discussed. James Schotsch, WVDNR, discussed administrative items and Tom Gorski, Tower Engineering, discussed scope of project and other technical items.
3. All attendees were instructed to submit all technical questions in writing to Frank Whittaker at the Division of Purchasing. It was also noted that verbal responses to questions are not binding. The bid documents and addendums should be the basis for their bid.
4. It was noted the period of the contract is 60 days. Additionally, it was noted that setting the date for the Notice to Proceed will be discussed at the Pre-Work Meeting. Equipment delivery schedules will be given consideration.
5. The equipment room, the location of the chiller, duct areas and ingress points to the building were observed and discussed.
6. It was noted that the Form of Proposal does not provide a space for the requested Unit Price for repairing/replacing the pool water heat recovery piping, per CODED NOTE 16, Sheet DH1.01. The Form of Proposal document has been revised and is attached.
7. CODED NOTE 8, on sheet H1.01 has been revised as follows:
"Provide a new 6-inch thick concrete equipment pad. The equipment pad shall be 6'-0" x 5'-6" at minimum. Pad and Unit shall be installed level. Contractor to provide excavation or clean fill, as necessary."

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number DNRB11224 Pool DeHumid Date 07/21/2011 Park Canaan Valley Resort

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEE IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

<p>Firm Name: <u>Stuart Mc Mann</u></p> <p>Firm Address: <u>PO Box 2428</u> <u>Clarksburg 26302</u></p> <p>Representative Attending: <u>Lawrence Rhoads</u></p> <p>Phone Number: <u>304-633-6000</u></p> <p>Fax Number: <u>304-633-4086</u></p> <p>Email Address:</p>	<p>Firm Name: <u>WUDNR - OWNER</u></p> <p>Firm Address:</p> <p>Representative Attending: <u>James Schotsch</u></p> <p>Phone Number:</p> <p>Fax Number:</p> <p>Email Address:</p>
<p>Firm Name: <u>Tri-State Roofing and Sheet Metal</u></p> <p>Firm Address: <u>1651 Blue Horizon Dr.</u> <u>Morgantown, WV 26501</u></p> <p>Representative Attending: <u>Carey Strimer</u></p> <p>Phone Number: <u>304-328-5244</u></p> <p>Fax Number: <u>304-328-5248</u></p> <p>Email Address: <u>estrimers@tri-state-service.com</u></p>	<p>Firm Name: <u>WUDNR - OWNER</u></p> <p>Firm Address:</p> <p>Representative Attending: <u>Don McFarlan</u></p> <p>Phone Number:</p> <p>Fax Number:</p> <p>Email Address:</p>
<p>Firm Name: <u>Don Hill Construction Co.</u></p> <p>Firm Address: <u>P.O. 685 Gauley Bridge</u> <u>WV.</u></p> <p>Representative Attending: <u>Dale Legg</u></p> <p>Phone Number: <u>304-632-1600</u></p> <p>Fax Number: <u>304-632-1501</u></p> <p>Email Address: <u>fdohmhill@hotmail.com</u></p>	<p>Firm Name: <u>Tower Ener. - A-E CONSULT.</u></p> <p>Firm Address:</p> <p>Representative Attending: <u>Tom Gorski</u></p> <p>Phone Number:</p> <p>Fax Number:</p> <p>Email Address:</p>

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number DNRB11224 Pool DeHumid Date 07/21/2011 Park Canaan Valley Resort

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

<p>Firm Name: <u>Michael Inc.</u></p> <p>Firm Address: <u>PO Box 1140</u> <u>Bridgport, WV. 26330</u></p> <p>Representative Attending: <u>Tom Michel</u></p> <p>Phone Number: <u>304-622-7923</u></p> <p>Fax Number: <u>304-624-1252</u></p> <p>Email Address: <u>michelinc5@aol.com</u></p>	<p>Firm Name: <u>Caste Technical Servicing</u></p> <p>Firm Address: <u>540 Leon Sullivan Way</u> <u>Charleston WV 25301</u></p> <p>Representative Attending: <u>Darry Justice</u></p> <p>Phone Number: <u>304-346-0549</u></p> <p>Fax Number: <u>304-346-8220</u></p> <p>Email Address: <u>djustice@castotech.com</u></p>
<p>Firm Name: <u>W. HARLEY MILLER CONTRACTOR</u></p> <p>Firm Address: <u>1193 HENNINGVILLE ROAD</u> <u>MARTINSBURG, WV 25403</u></p> <p>Representative Attending: <u>TERRY AIKENS</u></p> <p>Phone Number: <u>304-267-8959</u></p> <p>Fax Number: <u>304-267-3847</u></p> <p>Email Address: <u>taikens@whmcontractors.com</u></p>	<p>Firm Name: _____</p> <p>Firm Address: _____</p> <p>Representative Attending: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>Email Address: _____</p>
<p>Firm Name: <u>HARRIS BROS.</u></p> <p>Firm Address: <u>1533 HANSTON ST</u> <u>CHARLESTON WV 25311</u></p> <p>Representative Attending: <u>GREY HARRIS</u></p> <p>Phone Number: <u>304 343 5506</u></p> <p>Fax Number: <u>304 343 5508</u></p> <p>Email Address: <u>grey-harris@earthlink.net</u></p>	<p>Firm Name: _____</p> <p>Firm Address: _____</p> <p>Representative Attending: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>Email Address: _____</p>

**Canaan Valley Resort
Pool Dehumidification Unit Replacement**

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-1

Name of Bidder:

Address of Bidder:

Phone Number of Bidder:

WV Contractors License No.

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid shall include an indoor swimming pool dehumidification unit replacement at Canaan Valley Resort Lodge

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in numbers.**

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in words.**

Unit Price for Pipe Repair: For each leak discovered in the pool water heat recovery system provide a unit price to remove a 12-inch section of pipe, furnish and install a 12-inch section of pipe, and furnish and install two couplings. Connections shall be soldered. Refer to the Project Manual for material and installation requirements and CODED NOTE 16, Sheet DH1.01

\$ _____

**Canaan Valley Resort
Pool Dehumidification Unit Replacement**

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-2

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within **60** consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$250 per day.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal.

Addendum No.	Date

**Canaan Valley Resort
Pool Dehumidification Unit Replacement**

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-3

I understand that failure to confirm the receipt of the Addendum is cause for rejection of my bid or proposal.

Respectfully submitted:

Date:

WV Vendor
Registration Number:

By: (signature in ink)

Title:

Firm Name:

Firm Address: