



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
DNRB12082

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
 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
02/01/2012				
BID OPENING DATE: 02/08/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED TECHNICAL QUESTIONS AND ANSWERS.						
***** END ADDENDUM NO. 2 *****						
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.html 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).



ADDENDUM #2
Berwind Pool Renovations
19 January 2012
Pre-Bid Questions

QUESTIONS:

The following questions have been submitted since the pre-bid meeting:

1. On Drawing P101 the Engineer identifies a Skimmer at the wading pool. Please clarify.

The drawings are indicating where the existing skimmer is installed on the wading pool.

2. On Drawing P101 the Engineer identifies a winter drain at the bottom of the surge tank to drain the pool. The piping is noted to drain to daylight. (How many feet does the Engineer anticipate to run the piping. There is an access road below the area the Engineer has identified. Are we to extend the piping below this access road into the existing swale below?

The winter drain is to extend to the lower side of the road to prevent the road from being disturbed during winter draining. Pipe is to be pitched slightly to drain completely. Bidder is to field verify distance.

3. What is the SVRS-Model # VA2000SVRS?

VGB Approved safety vacuum release system made by Vac-Alert

4. Is the Engineer calling out for new piping and new valves from the existing main pool pump?

The drawings and specifications clearly indicate the necessary methods required to separate the wading pool plumbing from the wading pool. All plumbing for the wading pool is to be new from the filter room to the point where it is re-connected to the existing plumbing after it CROSSES the surge tank. Valves will be installed as indicated if they are not existing.

5. The drawings indicate the pool heater to be mounted on the exterior of the filter building. Is this correct?

Yes, the alternate specifies a Hayward pool Heat Pump. It must sit outside and must have a concrete or polyner equipment pad.

6. Will the project be awarded quickly and will the purchase order be processed quickly?

The project will be awarded in a manner such that it may be completed within the specified time allotment.

7. Will the AIA A201-2007 Supplementary Conditions be processed during the 10 day request for Bonds & Insurance to expedite the Contract in order to meet the Substantial Completion Date?

See response to Question #6

8. The specifications include Electrical Service Entrance & Panel Boards. Are we to provide a new electrical service entrance, which includes metering transformer cabinets and meter bases? (Section 26 2701) (Section 26 2416)

No, disregard reference.

9. The new pump motor starter indicated on drawing P102. Is this not where the existing motor starter for the main pool is located? Or is this motor starter identified for the wading pool pump?

The new motor starter is for the wading pool. Engineer will determine precise location in field if there is a conflict between new and existing. This applies to the entire new equipment installation.

10. Is there any other electrical requirements other than supplying electrical for the wading pool pump, heater (alternate).

Supplying power for the wading pool pump is within the scope of work for the base bid. Power for the wading pool heater will be supplied under the scope of work for the alternate if it is selected by the owner.

11. Section 22 5100 Page 4 of 6 2.05 Pool Water Treatment (Chlorine Injection). Are we to include in our Proposal a Chemical Feed System for both the wading pool and main pool?

The model number listed in the project documents provides a controller that will control two separate bodies of water. Separate test and flow cells, chemical feed pumps, piping, isolation valves, etc are required for each pool as indicated.

12. Should the wading pool return and drain independently from the main pool? If a child would have an accident in the wading pool. The pool is supposed to be drained and refilled once the mess has been cleaned up. Looks like we have all the piping from both wading pool and main pool entering one designated area (surge tank). With this being said we could have contaminated water in the surge tank, which would require to be

drained and refilled. If not caught right away or if there is no valve to close, then the main pool is subject to contaminated water. That may need to be drained and refilled. (Please clarify)

The drawings clearly indicate the wading pool piping passing through the surge tank only. Each pipe is to have a drop leg tee installed in the surge tank for the purpose of winter draining only. The plumbing between the pools is to be totally separated in terms of filtration when the pool is in operation. The filter pump assembly can be used to drain the wading pool in the event of a fecal incident.

A 1-1/2" interconnection pipe will be installed between the main pool filter discharge and the wading pool return line using tees on each with ball isolation valves. The interconnect allows the wading pool to be filled from the main pool to return the wading pool to service. The Engineer will determine the locations of the tees during construction.

13. What is the possibility of extending the winter drain line to the backwash holding tank in lieu of extending several 100 feet to daylight? (If the elevations will allow.)

This option might be considered during construction if the elevations work. For the purposes of bidding, refer to and bid based on the answer for question #2 and the construction documents.

14. Is the 1-1/4" PVC to septic tank a discharge line for the pool heater?

The 1 1/4" line referenced on the drawings which runs to the backwash holding tank is an existing backwash drain line used for the water softener. It is listed for reference only

ACKNOWLEDGEMENT:

The minutes, questions, answers and comments detailed herein are part of the project documents for this project and are to be acknowledged as ADDENDUM #2.

Submitted this 19th day of January 2012 by Miller Engineering; for distribution by WV State Purchasing.



Craig Miller PE
President
Miller Engineering, Inc

Cc: Project file

