



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
DNRB12093

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
01/18/2012				

BID OPENING DATE: 02/16/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO. 1 *****		
				THIS ADDENDUM IS ISSUED TO:		
				1) EXTEND THE DEADLINE FOR TECHNICAL QUESTIONSTO: 02/02/2012 AT 4:00 PM.		
				2) EXTEND THE BID OPENING DATE AND TIME TO: 02/16/2012 AT 1:30 PM.		
				3) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEE		
				4) PROVIDE THE ATTACHED CLARIFICATIONS, SPECIFICATION CHANGES AND TECHNICAL QUESTIONS AND ANSWERS.		
				5) PROVIDE THE ATTACHED GEOTECHNICAL ENGINEERING REPORT		
				***** END ADDENDUM NO. 1 *****		

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.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).

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number PNRB 12093 Date 1/4/2012 Park Canaan Valley

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>Dan Hill Const. Co</u> Firm Address: <u>P.O. Box 683</u> <u>Gawley Bridge WVa</u> <u>257885</u></p> <p>Representative Attending: <u>Dan Hill</u> Phone Number: <u>304-632-1600</u> Fax Number: <u>304-632-1501</u> Email Address: <u>rdanhill@hotmail.com</u></p>	<p>Firm Name: <u>OUK Construction Management</u> Firm Address: <u>Managing Member</u> <u>(304) 549-7051 mobile</u> <u>J Gentry Ouk Construction Co.</u> <u>J David Hendrix BS</u> Phone Number: <u>(304) 347-5820 (work)</u> Fax Number: <u>440-746-0001 CONSTRUCTION DIV</u> Email Address: <u>PO Box 401</u></p>
<p>Firm Name: <u>A.A. Brody (Sov. Inc.</u> Firm Address: <u>215 Main St.</u> <u>THE MOUNT. WV 26554</u></p> <p>Representative Attending: <u>THOMAS E. BRODY</u> Phone Number: <u>304-363-4500</u> Fax Number: <u>304-366-9956</u> Email Address: <u>tbrody@aabrody.com</u></p>	<p>Firm Name: <u>Feline Excavating Const Co.</u> Firm Address: <u>Rt 7, Box 35</u> <u>Clarksburg WV 26301</u></p> <p>Representative Attending: <u>Stephew Mowbray</u> Phone Number: <u>(304) 622-2009</u> Fax Number: <u>Feline Inc @ gmail.com</u></p>
<p>Firm Name: <u>Wiseman Construction</u> Firm Address: <u>1616 Sixth Ave</u> <u>Chas WV 25312</u></p> <p>Representative Attending: <u>Jason Marks</u> Phone Number: <u>304-344-1200</u> Fax Number: <u>304-344-1281</u> Email Address: <u>jmarks@wisemanconst.com</u></p>	<p>Firm Name: _____ Firm Address: _____</p> <p>Representative Attending: _____ Phone Number: _____ Fax Number: _____ Email Address: _____</p>

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number DNRB 12093 Date 1/4/2012 Park Canaan Valley

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.

Firm Name: PARAMOUNT BUILDERS LLC
 Firm Address: 501 6th AVE
ST ALBANS, WV 25177
 Representative Attending: CHARIZE LUCAS
 Phone Number: 304 727 2770
 Fax Number: 304 727 0802
 Email Address: LUCAS@PARAMOUNTWV.COM

Firm Name: A.H.L. CONSTRUCTION INC
 Firm Address: P.O. Box 232, Rt 93 West
MT. STONER, WV 26179
 Representative Attending: STEVE STABE
 Phone Number: 304 643-7131
 Fax Number: 304 643-7191
 Email Address: AHL@STONERCONSTRUCTION.COM

Firm Name: City Construction Co
 Firm Address: PO Box 285
Clarksburg WV 26301
 Representative Attending: Gene Herbert
 Phone Number: 304 623 2573
 Fax Number: 304 326 2069
 Email Address: BETH@CIVILSLS.COM

Firm Name: _____
 Firm Address: _____
 Representative Attending: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

Firm Name: ALBANE CONSTRUCTION
 Firm Address: 100 OLD CENTER RD.
WHEELING WV 26058
 Representative Attending: DAVID WALKER
 Phone Number: 304 291-6765
 Fax Number: 304 291-1975
 Email Address: DAVID@ALBANECONSTRUCTION.COM

Firm Name: _____
 Firm Address: _____
 Representative Attending: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number DNR B 12093 Date 11/2/2012 Park Canaan Valley

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.

Firm Name: Manheim Corp.
 Firm Address: 2025 Greentree Rd
Pittsburg PA 15220

Representative Attending:
Rhonda Friend
 Phone Number: 412-306-0534
 Fax Number: 412-306-0535
 Email Address: BScott@manheimCorp.com

Firm Name: Chapman Technical Group
 Firm Address: 200 Sixth Avenue
St. Albans, WV 25177

Representative Attending:
Joe Bird
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

Firm Name: 3-in-1 Heating & Cooling
 Firm Address: 13972 George Washington Hwy
Rowlesburg WV 26425

Representative Attending:
Bob Aylward
 Phone Number: 304-454-9214
 Fax Number: 304-454-9216
 Email Address: bobaylward@yahoo.com

Firm Name: WV DNR
 Firm Address: _____

Representative Attending:
RENEE CASIR
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

Firm Name: Pro Contracting, Inc
 Firm Address: 315 Riverside Drive
Clarksburg, WV 26301

Representative Attending:
Matt Evans
 Phone Number: 304 622-2400
 Fax Number: 304 622-2410
 Email Address: mevans4@lycos.com

Firm Name: _____
 Firm Address: _____

Representative Attending:

 Phone Number: _____
 Fax Number: _____
 Email Address: _____

**Canaan Valley Resort State Park
Ski Area Improvements Project
Contract 5 – Tube Park and Ski School
Requisition DNRB12093
Addendum No. 1**

This Addendum forms a part of the Contract Documents and modifies the original bidding Documents as noted below.

1. Date for receipt of technical questions shall be changed to February 2, 2012.
2. Bid Opening date shall be changed to February 16, 2012.
3. List of attendees of the pre-bid meeting is attached.
4. Questions and answers from the pre-bid meeting are attached.
5. Unacceptable soil materials may disposed of on Park property as directed by the Park Superintendent.
6. Tree stumps may not be burned nor disposed of on Park property. Tree stumps must be legally disposed of off of Park property.
7. The Contractor shall coordinate his work with the work of other Contractors. Work by other Contractors that affects the finished work of the Contractor shall be repaired by the other Contractor.
8. Geotechnical report is attached but shall not be considered part of the Contract Documents. It is provided for information only.
9. Reference Drawing "S-E1":

The "SPARE CONDUIT FOR FUTURE CIRCUITS" from Switchboard "SB" shall extend westward parallel with the new conduit shown to the handhole near Building A.

10. Reference Drawing "S-E3":

The schedule for Switchboard "SB" is to be changed as follows: Space #SB-3 is to be one (1) 3-pole, 250-amp circuit breaker designated as "FAN GUN CIRCUIT #1-SPARE". Spaces #SB-4, #SB-5 and #SB-6 are to each be one (1) 3-pole, 250-amp space designated as "SPACE ONLY".

Plan Note "J" is to be changed to read as follows: "EXTEND FOUR (4) EMPTY 3" CONDUITS WITH PULL-WIRE OUT TO 5 FEET AWAY FROM PANELBOARD. CONDUITS ARE TO BE BURIED AT 36" BELOW GRADE TO TOP OF CONDUIT AND CAPPED BELOW GRADE."

Requisition DNRB12093
Addendum No. 1

11. Reference Drawing "E-E1":

The schedule for Panelboard "MDP" is to be changed as follows: Space #MDP-3 is to be one (1) 3-pole, 250-amp circuit breaker designated as "FAN GUN CIRCUIT #1-SPARE". Space #MDP-4 is to be one (1) 3-pole, 250-amp space designated as "SPACE ONLY".

12. Reference Drawing D-A8A, Fireplace Details:

Provide stainless steel (type 316) smoke chamber with stainless steel flue equivalent to 'Rumsford SS Smoke Dome' by Buckley Rumsford Fireplace Products. Proportions of fireplace dome to be determined by fireplace dome manufacturer, but no less than indicated on the drawings."

13. Bidders should indicate receipt of this addendum in the space provided on the Request for Quotation.

**Canaan Valley Resort State Park
Ski Area Improvements Project
Contract 5 – Tube Park and Ski School
Requisition DNRB12093
Bidder Questions and Answers**

Q1 Can tree stumps be buried on Park property?

A1 No. Stumps must be legally disposed of off of Park property.

Q2 Can unacceptable soils be disposed of on Park property?

A2 Yes. Unacceptable soils may be disposed of on Park property as directed by the Park Superintendent.

Q3 Is borrow material available on site?

A3 Yes. Borrow areas have been identified in the plans.

Q4 Who is responsible for restoring finished grade that is disturbed by other contractors?

A4 The Contractor for disturbing the finished grade will be responsible for repairing the work.