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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Virginia Request for Administration Quotation

DNRB12093

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER 304-558-2316

DIVISION OF NATURAL RESOURCES

PARKS & RECREATION SECTION

3 324 4TH AVENUE

SOUTH CHARLESTON, WV 25303-1228 304-558-3397

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 02/09/2012 BID OPENING DATE: 02/23/2012 BID OPENING TIME 01:30PM CAT. AMOUNT LINE QUANTITY UOP ITEM NUMBER UNIT PRICE ****************** ADDENDUM NO. 2 **|********** THIS ADDENDUM IS ISSUED TO: EXTEND THE BID OPENING DATE AND TIME TO: 02/23/2012 AT 1:30 PM PROVIDE THE WRITTEN DOCUMENTS CONTAINING TECHNICAL QUESTIONS AND ANSWERS, CLARIFICATIONS, AND INSTRUCTIONS TO BIDDERS, (2) SKETCHES "SKM-D1 & "SKE-D1" AND (6) DRAWINGS, 11 BY 17, INCLUDING D-C2, S-C1A, S-C1B, S-C1C, S-C5, AND S-C6. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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).



Canaan Valley Resort State Park Ski Area Improvements Project Contract 5 - Tube Park and Ski School Requisition DNRB12093 Addendum No. 2

- 1. A gun safe shall be furnished by the Owner. The Contractor shall install and anchor the safe to the floor and wall of Building D with 3/4" adhesive anchors.
- 2. Sediment and Erosion Control Drawings D-C2, S-C1A, S-C1B, S-C1C, S-C6 and S-C7 shall be replaced with revised drawings. Half-scale drawings are included for bidding purposes. Full-scale drawings shall be issued for construction.
- 3. Reference Specification Section 14210 Boardwalk Conveyor:
 - Part 2 Products, paragraph B.1., delete the first line. Conveyor A will be used for skiers wearing skis.
 - Part 2 Products, paragraph B.2., add "Use: Foot Passengers Only, Left Side Unloading." Conveyor B will be used for skiers not wearing skis. Conveyor B shall include a weather-tight canopy with interior lights. The canopy shall begin at the first intermediate (or mid) section and end at the last sloping intermediate section. The very last intermediate section shall be horizontal and shall not be covered by the canopy.
 - Part 2 Products, paragraph B.3., change "Conveyor B General Specifications" to "Conveyor C - General Specifications."
 - Part 2 Products, paragraph B. 3, add "Use: Foot Passengers Only, Left Side Unloading." Conveyor C will be used for standing passengers and snow tube transportation.
- 4. Bidder Question: Verification of Model # and tonnage of heat pump system. Heat pump system for Building D, D-M1. Does this system have to have a certified company to balance system or can we show air balance test by HVAC contractor?
 - Answer: The Testing/Adjusting/Balancing (TAB) must be performed by a certified TAB contractor per specification section 15990.
- 5. Schedules and plan notes on Drawings D-M1 and D-E1 shall be changed in accordance with the attached sketches SKM-D1 and SKM-D2.
- 6. The bid opening date has been changed to February 23, 2012 at 1:30 PM at the location previously identified. The last day for technical questions has passed and will remain unchanged. As such, no additional technical questions will be permitted.

200 Sixth Avenue St. Albans, WV 25177

304.727.5501 FAX 304.727.5580

Buckhannon, WV Martinsburg, WV

www.chaptech.com



Requisition DNRB12093

7. Bidder Question: RE: UL Specification Does a sticker need to be affixed to the panel or does the panel just need to be built to UL508A?

Answer: Equipment designated to be UL listed or meet UL requirements shall bear the UL label or mark.

8. Substitution Request: We would like to formally request that Douglas fir be used in lieu of the specified southern pine. This work occurs under Section 06150 – Wood Decking, and 06180 – Glue Laminated Construction.

Answer: Substitution request is approved, provided that the Douglas fir wood decking and glue-laminated construction meets all requirements of the specifications, including structural requirements.

- 9. Reference Specification Section 02751, Concrete Cement Pavement, paragraph 2.8.C.1, change 28-day compressive strength requirement to 4500 psi.
- 10. 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

1. Bidder Questions and Answers:

Question: There is a concern regarding the height of the conveyors and if they will meet the ANSI B77 standards in regards to continuous surface from the edge of the 18" walkways out. No gaps? Are you able to lower the conveyor?

The specifications require the installation to meet the current ANSI standard in regard to 7.1.1.4.2 path width, i.e. a continuous slope grading away from the walkway plane. Since by plan, the walkway is positioned 24" to 30" off the ground, is it the Owner's plan to maintain this with snow?

Answer: The requirements of ANSI B77 will be met with mounding of snow, hay bales, or possibly lowering the conveyor.

Question: We have heard that canopies and handrails may be part of the specification for this project, which we have not seen in the specifications provided. Our polycarbonate canopy is engineered for 100 mph wind load and 100 lbs/square foot snow load. If you are interested in our product, what kind of snow load ratings are required for this application?

Answer: A canopy is required for Conveyor B and is indicated on Drawing S-CV-B1. Wind load required is 90 mph and snow load required is 100 lbs/square foot. Conveyor handrails are not required, although handrails are required for conveyor platforms, as indicated on Drawing D-CVA3.

Question: Anchor force required at the top of the conveyor? (tie-off)

Answer: The conveyor manufacturer shall furnish end restraints, cables, and fittings for connection to the concrete snow pit.

Question: Please clarify the size decking for the upper and lower buildings. Drawing D-CVA1 show 1"x6" and D-CVA3 shows 2'x6".

Answer: The decking shall be 2"x6".

2. In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that

domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications.

Accordingly, the preference for domestic steel applies unless the spending officer determines, in writing, after receipt of the bids, that one of the exceptions applies.

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

- end of addendum -

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- INDOOR, VERTICAL, CONSTANT VOLUME UNIT, ELECTRIC HEAT PUMP, SUPPLEMENTAL ELECTRIC HEATING COIL. INDOOR, SUSPENDED HORIZONTAL, CONSTANT VOLUME FAN COIL UNIT, ELECTRIC HEAT PUMP, SUPPLEMENTAL ELECTRIC HEATING COIL.
- COOLING IS BASED ON 95'F AIR ENT. CONDENSER, 80'F EDB/67F EWB AIR ENT. EVAPORATOR.
 - UNIT TO BE PROVIDED W/FUSED DISCONNECT (FIELD INSTALLED).

- HOT GAS BY-PASS CONTROL.

 2" PLEATED PANEL 30% EFFICIENT FILTERS.

 SEE SPECIFICATIONS FOR CONTROLS AND SEQUENCE OF OPERATIONS.

 TWO STATES OF HEAT WITH O.A. THERMOSTAT CONTROL.

 ELECTRIC HEATER REQUIRES 2 SEPARATE CIRCUITS IN ADDITION TO MOTOR CIRCUIT. HEATER CIRCUIT #1: 51.0 MCA, 60 MOCP. HEATER CIRCUIT #2: 22.0 MCA, 25 MOCP.

 HEATER CIRCUIT #2: 22.0 MCA, 25 MOCP.

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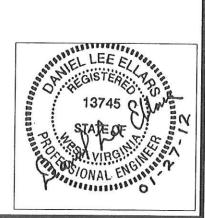
PROVIDE UNIT TO MATCH CORRESPONDING HP COOLING COIL. PROVIDE LOW AMBIENT CONTROLS TO ALLOW OPERATION TO 0°. EVAPORATOR SECTION INTEGRAL WITH AHU. SINGLE POWER CONNECTION POINT, THIS UNIT.

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- ① ALL WIRE SIZE: #12 AWG MINIMUM EXCEPT AS NOTED
- ② ALL CONDUIT SIZE: 3/4 INCH MINIMUM EXCEPT AS NOTED
- GROUND FAULT INTERRUPTING CIRCUIT BREAKER
- SPARE CIRCUIT BREAKER
- SPACE ONLY

PLAN NOTES:

PROVIDE TWO (2) 30A/2P NON-FUSED SAFETY SWITCHES AND ONE (1) 60A/2P NON-FUSED SAFETY SWITCH FOR HEAT PUMP UNIT "HP-1". CONNECT TO CIRCUITS #D-32,34, #D-36,38 AND #D-40,42 AS REQUIRED.



WV Division of Natural Resources
Parks and Recreation
Canaan Valley State Park Resort
Ski Area Improvements Project
Contract 5

DRAWN BY: STAFF CHECKED BY: SHS DATE: 1/27/12 REF. DWG. NO. D-E1 DWG. NO.

SKE-D1



824 CROSS LANES DRIVE CHARLESTON, WV 25313 PHONE: (304) 343-0316

5 RIDDLE COURT MORGANTOWN, WV 26505 PHONE: (304) 598-2558