



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
DNRB12107

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  
 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
02/28/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	*****	*****	*****	ADDENDUM NO. 1	*****	
	THIS ADDENDUM ISSUED TO:					
	1) PROVIDE THE ATTACHED PRE-BID CONFERENCE NOTES.					
	2) PROVIDE THE ATTACHED BID CLARIFICATION.					
	3) PROVIDE THE ATTACHED REVISED FORM OF PROPOSAL PAGES FP-1 THROUGH FP-4					
	4) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN-IN SHEET					
	*****	*****	*****	END ADDENDUM NO. 1	*****	
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](http://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.

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### 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 3 – Passenger Ropeway Improvements  
Requisition DNR B12107

Pre-Bid Conference Notes  
February 16, 2012

1. Debbie Demyan reviewed bidding requirements, emphasizing the following:
  - Mandatory pre-bid, bidders must sign in.
  - Reviewed instruction to bidders. Bidders must follow bidding requirements of the RFQ.
  - Reviewed bid opening date, time and place.
  - Reviewed procedure for issuing addenda.
  - Reviewed insurance and bond requirements.
  - Reviewed Owner's line of contract administration authority.
  - Reviewed contract completion time.
  - Reviewed liquidated damages.
  - Reviewed process for requesting substitutions. Requests must come from bidders attending the pre-bid conference and should be submitted to Frank Whittaker.
2. The deadline for technical questions is February 22, 2012. Technical questions must be submitted to Frank Whittaker.
3. Joe Bird reviewed the technical aspects of the project and reviewed the bid form.
4. The following questions and answers were discussed:

Question: What happens to existing lights on tower tops that are to receive lifting frames?  
Answer: The question will be addressed by addendum.

Question: Is load testing required for A lift?  
Answer: The question will be addressed by addendum.

Question: The project manual requires electrical submittals. Are there electrical components in the project?  
Answer: The question will be addressed by addendum.

Question: Are there minority hiring requirements?  
Answer: The Contractor shall adhere to the requirements of the General Conditions and the Supplementary Conditions of the Contract for Construction.
5. At the conclusion of the pre-bid conference, the bidders declined the offer to tour the project site.

-- end of meeting notes --

**Canaan Valley Resort State Park  
Ski Area Improvements Project  
Contract 3 – Passenger Ropeway Improvements  
Requisition DNRB12107  
Addendum No. 1  
February 23, 2012**

1. List of attendees of the pre-bid meeting are attached.
2. Notes from Pre-bid Conference are attached.
3. The attached Form of Proposal shall be used for submittal of bids.
4. Existing lights on tower tops shall be relocated on top of new lifting frames. The design of the light relocation shall be the responsibility of the Contractor but shall be subject to the approval of the Architect.
5. Load testing for A Lift shall not be required.
6. Electrical components are not required for this contract and references to electrical component submittals shall be deleted.
7. Bidder Question: Per page 14215-4 of the Canaan Valley Resort State Park Contract 3 Passenger Ropeway Improvements Manual and the Reference to “Parts Available from Owner for Lift Repairs”, we would like clarification that indeed we can use these parts referenced for the bullwheel work. In other words we should not add to our bid the purchasing of additional new parts?

Answer: The parts listed are available for use by the Contractor and the cost of the parts listed should not be included in the bid.

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

-- end of addendum --  
-- three attachments --

**Canaan Valley Resort State Park  
Ski Area Improvements Project  
Contract 3 - Passenger Ropeway Improvements**

**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 consist of all of the work described in Section 14250 - Passenger Ropeway Improvements. The cost for the work shall be as itemized below. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

Unit prices shall be used solely for the formulation of any Change Orders requested subsequent to the award of the Contract. They shall not be calculated into the Base Bid in any manner in determining the award of the Contract.

<u>Item Description</u>	<u>Cost in Words</u>	<u>Cost in Figures</u>
A-Lift Tower Top Repairs	_____	_____
A-Lift Lifting Frame Installation	_____	_____
A-Lift Bullwheel Maintenance	_____	_____

**Canaan Valley Resort State Park  
Ski Area Improvements Project  
Contract 3 – Passenger Ropeway Improvements**

**DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL-2**

<u>Item Description</u>	<u>Cost in Words</u>	<u>Cost in Figures</u>
A-Lift CAT Drive Maintenance	_____	_____
B-Lift Lifting Frame Installation	_____	_____
B-Lift Bullwheel Maintenance	_____	_____
B-Lift CAT Drive Maintenance	_____	_____
C-Lift Lifting Frame Installation	_____	_____

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

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

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 completed within **180** 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.



**Canaan Valley Resort State Park  
Ski Area Improvements Project  
Contract 3 - Passenger Ropeway Improvements**

**DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL-3**

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

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

**Canaan Valley Resort State Park  
Ski Area Improvements Project  
Contract 3 - Passenger Ropeway Improvements**

**DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL-4**

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Respectfully submitted:

Date:

WV Vendor  
Registration Number:

By: (signature in ink)

Title:

Firm Name:

Firm Address:



PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number DNR 512107 Date 2/16/2012 Park Canaan Valley Contract 3 (Re-bid)

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>The Bird</u>  Firm Address: <u>100 Sixth Avenue St Albans, NY 25177</u></p> <p>Representative Attending:  <u>The Bird</u>  Phone Number: <u>304-727-5501</u>  Fax Number: <u>304-727-5580</u>  Email Address: <u>ibird@choptek.com</u></p>	<p>Firm Name: <u>WINDR Parks &amp; Recreation</u>  Firm Address: <u>1200 Harrison Ave, Suite 222 Elkins WV 26241</u></p> <p>Representative Attending:  <u>Dorinda Demeyer</u>  Phone Number: <u>304-450-4892</u>  Fax Number: <u>304-637-0500</u>  Email Address: <u>Demorinda.Demeyer@windr.com</u></p>
<p>Firm Name: <u>DeDeLauer USA</u>  Firm Address: <u>2100 W 5605 SHILOH CITY OH 45151</u></p> <p>Representative Attending:  <u>Shirley Dandera</u>  Phone Number: <u>304-222-0770 x 304-973-7127</u>  Fax Number: <u>304-973-8750</u>  Email Address: <u>Shirley.Dandera@delde.com</u></p>	<p>Firm Name: <u>WINDR - CANNON VALLEY</u>  Firm Address: <u>1304 Lancaster Ave Rd</u></p> <p>Representative Attending:  <u>Dale McFarlane</u>  Phone Number: <u>304-866-4564</u>  Fax Number: <u>304-866-6225</u>  Email Address: <u>dale.mcfarlane@windr.com</u></p>
<p>Firm Name: <u>Danhill Construction</u>  Firm Address: <u>2A Box 685 Gaulay Bridge WV 25085</u></p> <p>Representative Attending:  <u>David Elvirok</u>  Phone Number: <u>304-632-1600</u>  Fax Number: <u>304-632-1501</u>  Email Address: <u>danhille@hotmail.com</u></p>	<p>Firm Name: _____  Firm Address: _____</p> <p>Representative Attending:  _____  Phone Number: _____  Fax Number: _____  Email Address: _____</p>