



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
DNRB12108

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
03/02/2012				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO:						
1) PROVIDE THE ATTACHED REVISED FORM OF PROPOSAL DATED 02/27/2012.						
2) PROVIDE THE ATTACHED TECHNICAL CLARIFICATION DATED 02/27/2012						
THE DATE AND TIME OF THE BID OPENING HAVE NOT CHANGED.						
***** 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.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).

**Canaan Valley Resort State Park
Ski Area Improvements Project
Contract 4 – Snow Making System Improvements
Requisition DNRB12108
Addendum No. 2
February 27, 2012**

1. Replace the Form of Proposal in the Project Manual with the attached Form of Proposal dated February 27, 2012. This revised Form of Proposal shall be submitted, completed, with the Bid. The revised Form of Proposal incorporates the following changes:
 - a. Valve House J has been added to the base bid.
 - b. The work from Reference Point 15 to Reference Point 14 shall be included in Additive Alternate No. 2.
 - c. Base Bid quantities were adjusted in accordance with the revised Additive Alternate.
2. Technical Clarifications are attached.
3. Bidders should indicate receipt of this addendum in the space provided on the Request for Quotation.

-- end of addendum --

**Canaan Valley Resort State Park
Ski Area Improvements Project
Contract 4 – Snow Making System Improvements
DIVISION OF NATURAL RESOURCES**

REVISED 2/27/2012

FORM OF PROPOSAL

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
Contract No. 4

The project generally consists of installation of approximately 4,550 LF of 4" welded steel or DI pipe; 11,750 LF of 6" welded steel or DI pipe; 9,900 LF of 8" welded steel or DI pipe; 2,800 LF of 10" welded steel or DI pipe; 5,730 LF of 2" welded or threaded steel pipe; installation of eight (8) precast concrete valve vaults; 5,400 LF of direct bury electrical cable; 6,200 LF of communication wiring; installation of twenty (20) snow gun electrical pedestals; a booster pump house renovation; installation of five (5) new portable snow guns, forty-five (45) low air tower snow guns and posts, the upgrade of twenty-four (24) Ratnik snow guns; and other incidental work as described in the drawings and specifications. The work is identified as Contract No. 4 – Snow Making System Improvements.

**Canaan Valley Resort State Park
Ski Area Improvements Project
Contract 4 - Snow Making System Improvements
DIVISION OF NATURAL RESOURCES**

REVISED 2/27/2012

FORM OF PROPOSAL

Amounts to be shown in both words and figures. In case of a discrepancy, the amount in words shall govern.

QTY.	UNIT	DESCRIPTION UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
5,730	L.F.	2" Snowmaking Pipe _____ Dollars and _____ Cents	\$ _____	\$ _____
3,650	L.F.	4" Snowmaking Pipe _____ Dollars and _____ Cents	\$ _____	\$ _____
9,150	L.F.	6" Snowmaking Pipe _____ Dollars and _____ Cents	\$ _____	\$ _____
900	L.F.	4" Snowmaking Pipe (Between 4 and 3) _____ Dollars and _____ Cents	\$ _____	\$ _____
2,600	L.F.	6" Snowmaking Pipe (Between 2-19-25) _____ Dollars and _____ Cents	\$ _____	\$ _____
9,900	L.F.	8" Snowmaking Pipe _____ Dollars and _____ Cents	\$ _____	\$ _____
2,800	L.F.	10" Snowmaking Pipe _____ Dollars and _____ Cents	\$ _____	\$ _____
1	EA.	Valve House B _____ Dollars and _____ Cents	\$ _____	\$ _____
1	EA.	Valve House C _____ Dollars and _____ Cents	\$ _____	\$ _____
1	EA.	Valve House E _____ Dollars and _____ Cents	\$ _____	\$ _____

Canaan Valley Resort State Park
 Ski Area Improvements Project
 Contract 4 - Snow Making System Improvements
 DIVISION OF NATURAL RESOURCES

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<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u> <u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u> <u>IN FIGURES</u>	<u>TOTAL PRICE</u> <u>IN FIGURES</u>
1	EA.	Valve House F _____ Dollars and _____ Cents	\$ _____	\$ _____
1	EA.	Valve House G _____ Dollars and _____ Cents	\$ _____	\$ _____
1	EA.	Valve House H _____ Dollars and _____ Cents	\$ _____	\$ _____
1	EA.	Valve House I _____ Dollars and _____ Cents	\$ _____	\$ _____
1	EA.	Valve House J _____ Dollars and _____ Cents	\$ _____	\$ _____
5,400	L.F.	Armored Direct Bury Electrical Cable _____ Dollars and _____ Cents	\$ _____	\$ _____
20	EA.	Snow Gun Electrical Pedestal _____ Dollars and _____ Cents	\$ _____	\$ _____
4,000	L.F.	Communication Wiring (Area 3 to Upgraded Pump House) _____ Dollars and _____ Cents	\$ _____	\$ _____
2,200	L.F.	Communication Wiring (Exist. Compressor to Area 3) _____ Dollars and _____ Cents	\$ _____	\$ _____
5	EA.	Snow Guns _____ Dollars and _____ Cents	\$ _____	\$ _____

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<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u> <u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u> <u>IN FIGURES</u>	<u>TOTAL PRICE</u> <u>IN FIGURES</u>
45	EA.	Low Energy Stick Guns _____ Dollars and _____ Cents	\$ _____	\$ _____
24	EA.	Ratnik Snow Gun Upgrades _____ Dollars and _____ Cents	\$ _____	\$ _____
20	EA.	Connect to Existing Steel Pipes _____ Dollars and _____ Cents	\$ _____	\$ _____
108	EA.	Snow Gun Hydrant (Air or Water) _____ Dollars and _____ Cents	\$ _____	\$ _____
116	EA.	Connect to Existing Snow Gun Hydrant (Air or Water) _____ Dollars and _____ Cents	\$ _____	\$ _____

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FORM OF PROPOSAL

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.**

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 when determining award of the Contract.

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.

Additive Alternates

The following Additive Alternate Bid Items are not to be included in the Base Bid. If the Additive Alternate is selected by the Owner, the work described in the Additive Alternate shall be added to the Contract and the amount indicated for the Additive Alternate shall be added to the Base Bid. The cost for each alternate is the net addition to the Base Bid to add the alternate to the Work. No other adjustments shall be made to the Base Bid or Contract amount.

Additive Alternate No. 1

The work from Reference Points 1 to 7, 7 to 8, and 7 to 18 as shown on Sheet SM2 shall be included in Additive Alternate No. 1.

<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u> <u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u> <u>IN FIGURES</u>	<u>TOTAL PRICE</u> <u>IN FIGURES</u>
1,600 L.F.	2"	Snowmaking Pipe _____ Dollars and _____ Cents	\$ _____	\$ _____
1,900 L.F.	4"	Snowmaking Pipe _____ Dollars and _____ Cents	\$ _____	\$ _____

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<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u> <u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u> <u>IN FIGURES</u>	<u>TOTAL PRICE</u> <u>IN FIGURES</u>
4,800 L.F.		8" Snowmaking Pipe _____ Dollars and _____ Cents	\$ _____	\$ _____
54	EA.	Snow Gun Hydrant (Air & Water) _____ Dollars and _____ Cents	\$ _____	\$ _____
10	EA.	Connect to Existing Snow Gun Hydrant (Air & Water) _____ Dollars and _____ Cents	\$ _____	\$ _____
2	EA.	Connect to Existing Steel Pipes _____ Dollars and _____ Cents	\$ _____	\$ _____
1	EA.	Valve House A _____ Dollars and _____ Cents	\$ _____	\$ _____
15	EA.	Low Energy Stick Guns _____ Dollars and _____ Cents	\$ _____	\$ _____

Total Additive Alt. No. 1
Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in numbers.**

Total Additive Alt. No. 1
Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in words.**

**Canaan Valley Resort State Park
Ski Area Improvements Project
Contract 4 - Snow Making System Improvements
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Additive Alternate No. 2

The work from Reference Points 15 to 14 as shown on Sheet SM2 shall be included in Additive Alternate No. 2.

<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u> <u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u> <u>IN FIGURES</u>	<u>TOTAL PRICE</u> <u>IN FIGURES</u>
1,900	L.F.	6" Snowmaking Pipe _____ Dollars and _____ Cents	\$ _____	\$ _____
520	L.F.	2" Snowmaking Pipe _____ Dollars and _____ Cents	\$ _____	\$ _____
12	EA.	Snow Gun Hydrant (Air & Water) _____ Dollars and _____ Cents	\$ _____	\$ _____
14	EA.	Connect to Existing Snow Gun Hydrant (Air & Water) _____ Dollars and _____ Cents	\$ _____	\$ _____
1	EA.	Valve House D _____ Dollars and _____ Cents	\$ _____	\$ _____

Total Additive Alt. No. 2
Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in numbers.**

Total Additive Alt. No. 2
Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in words.**

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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 Additive Alternate Bid in any manner when determining award of the Additive Alternate.

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 **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.

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 A201-1997 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.

**Canaan Valley Resort State Park
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REVISED 2/27/2012

FORM OF PROPOSAL

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.

Respectfully submitted:

Date:

WV Vendor Registration Number:

By: (signature in ink)

Title:

Firm Name:

Firm Address:

