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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

## Request for Quotation

DCH09084

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1	

ADDRESS CORRESPONDENCE TO ATTENTION OF SHELLY MURRAY
304-558-8801

RFQ COPY TYPE NAME/ADDRESS HERE

DIVISION OF CULTURE & HISTORY

CULTURAL CENTER
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0300 558-0220

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### 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. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. 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.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) 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.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

#### **INSTRUCTIONS TO BIDDERS**

- 1. Use the quotation forms provided by the Purchasing Division.
- **2. SPECIFICATIONS:** 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. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- **6. BID SUBMISSION:** 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

### DCH09084 Addendum No. 1

#### A. SPECIFICATIONS:

- 1. Specification Section 00120 Form of Proposal:
  - a. **ADD** this specification section to the bid documents and bound specifications dated March 11, 2009.
  - b. **PROVIDE** "Deduct Alternate". The contractor shall provide a "Deduct Alternate" for not performing the work in rooms #253 & #255 as follows:
    - 1) Demolition work per plan notes 1 & 2 on Dwg. D1.
    - 2) Ceiling, lighting etc. Work per plan notes 1 through 5 on Dwg. FA1.
- 2. **INSERT** attached "List of Proposed subcontractors equipment/ material suppliers", that should be submitted with bid.

#### **B. DRAWINGS:**

- 1. Sketches "A1 and A2": ZDS received drawings dated 4/14/09 for an area of renovations that will have a minor impact on this project. See attached sketches to this addendum.
- 2. The successful bidder on this project will be responsible for coordination of the Fire Alarm and Fire Protection Sprinkler work in the renovated area. Any modifications required for complete and operable systems will be included in this Contractor's Bid at no additional cost to the Owner.
- B. QUESTIONS AND ANSWERS:
- 1. Question: Would our proposal be limited to the fire alarm devices shown on the drawings or could we propose an alternate installation that serves the same intent?

**Answer:** Proposal shall be based on the system as indicated on the drawings and in the specifications.

2. Question: Could we use factory painted red conduit in lieu of the red color banding added to standard grey conduit as mentioned in specification #16050, 3.6 D?

Answer: Yes

3. **Question:** In room #201 where existing ceiling is noted to be removed, the existing shelves, built outs, and furniture has to be removed to allow better access to the ceilings. Could indoor man-lifts gain access into these areas?

Answer: Existing shelving is built-in and cannot be removed. The loose furniture will be moved by the Cultural Center staff. Man-lifts may be used in these areas; Contractor is responsible for protection of the floor; any damages to the floor, etc, as a result of Contractor's work shall be repaired or replaced at the satisfaction of the Owner at no additional cost to the Owner.

4. **Question:** In areas of the 3<sup>rd</sup> and 4<sup>th</sup> floor where materials are stacked all the way to the ceiling, we will need to temporarily move limited amounts of material for conduit and pipe installation. Would moving items temporarily be a critical process to the owner/ operator? How would that affect the contractor?

**Answer:** In-house staff will move this material; however the contractor shall identify to the Cultural Center staff what needs to be moved.

5. **Question:** Is there a freight elevator with removable top panel available for moving long pipes and conduits to the upper levels?

**Answer:** There is no freight elevator available with removable panel; however, there is a path to get to these areas.

6. Question: Will parking be made available?

**Answer:** Yes. Limited parking will be made available to the contractor's superintendent and necessary supply vehicles. Individual workers will need to make other arrangements. This issue will be addressed in more detail during the pre-construction meeting.

7. **Question:** Please confirm that sprinkler piping does not get painted in the non public spaces i.e. 3<sup>rd</sup> and 4<sup>th</sup> level archive storage areas. The piping in the basement was not painted in non-public areas.

Answer: Painting of sprinkler piping will not be required in non-public spaces.

8. Question: Please refer to detail section A-A on sheets FP4 and FP5. This detail shows sprinkler piping running in the aisle space of the shelf storage areas. The detail shows a pendant sprinkler head. Please note that sprinklers cannot be installed in the pendent position on a Pre-Action System unless the sprinkler is on a return bend which cannot be done due to space issues. The sprinklers in these areas must be upright on top of the piping. The sprinkler deflectors can be installed as close as 1" to the deck and the centerline of the piping will be approximately 12" from the deck. It appears that in some cases the upper level of storage will be difficult to access. Please note that Pre-Action piping must be installed with proper pitch to drain.

**Answer:** On drawings FP3 and FP4, Detail section "A-A" shows pendent mounted heads. Sprinkler heads in these areas **must be** upright type. Note that all piping must be installed with proper pitch to drain.

9. **Question:** Please confirm that sprinkler heads are needed in the soffits located in rooms 201 and 252. These rooms can be found on sheet FP2. It appears that these soffits create obstructions to the overhead sprinklers. It looks like the piping can be run on top of the soffits and penetrate the soffits as necessary to provide proper protection.

**Answer:** Drawing FP2: In rooms #201 and #252 provide coverage as needed where soffits obstruct the overhead sprinklers. Piping can be routed on top of the soffits with penetrations to below for proper protection.

10. **Question:** Please confirm that you want Pre-Action for the 2<sup>nd</sup> floor in the south west office areas. This similar office area on the north side is shown as wet piping.

**Answer:** The second floor southwest office areas will be provided, as shown, with pre-action system as requested by Owner.

11. **Question:** There is not a smoke detector shown in vestibule 300 on the south side. You will need a smoke detector in this area to operate the Pre-Action system.

**Answer:** Drawing FA2: Add one (1) smoke detector in alcove #300 for the preaction system.

#### E. MISCELLANEOUS:

- Existing items, surfaces to remain that are damaged during the work of this Contractor shall be replaced, repaired or refinished to the satisfaction of the Owner at no additional cost to the Owner.
- 2. Loose furnishings, materials etc. that require moving for the work shall be coordinated with the Owner at least 24 hours in advance. Owners' personnel shall move these items.

Total pages for Addendum One is 3 pages.

#### Enclosed:

Form of Proposal – 4 pages List of Proposed Subcontractors Equipment/ Material Suppliers Form – 2 pages Sketches "A1" & "A2" – 2 pages

#### FORM OF PROPOSAL

OWNER: West Virginia Division of Culture & History Charleston, WV

PROJECT: Cultural Center: Fire Alarm/ Sprinkler Upgrades, Charleston, WV

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents for the sum of:

BASE BID:	
	\$\$
(Bid amount shall be shown in both words and numbers. I the written amount and the number amount, the written amount	
ALTERNATE #1: DEDUCT	
	\$
(Note that the Alternate Deduct price is included in the Base	e Bid amount.)
UNIT PRICES: FOR FURTHER DETAILS REFER TO SPE	CIFICATIONS
<u>Item No. 1</u> – Pull Station	Each \$
<u>Item No. 2</u> – Strobe	Each \$
Item No. 3 - Speaker Strobe	Each \$
Item No. 4 - Combination Heat Detector	Each \$
<u>Item No. 5</u> – Smoke Detector	Each \$
Item No. 6 - Flow or Tamper Switch Connector	Each \$
Item No. 7 - One Control Relay	Each \$
Item No. 8 – Duct Smoke Detector	Each \$
<u>Item No. 9</u> – Monitor Module	Each \$
RESPECTFULLY SUBMITTED:	

SIGNATURE:	DATE:
NAME:	
FIRMNAME:	
FIRM ADDRESS:	if Applicable
TELEPHONE:	
CONTRACT TIME:	
Contractor's License Number:	

The successful Bidding Contractor agrees that from the compensation otherwise to be paid, the Owner may retain a sum in accordance with the following schedule for each day thereafter, Sundays and holidays included, that the work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the contractor to complete the work at the stipulated time, and the sum is not to be construed in any sense a penalty. The successful Bidder also shall pay any additional fees that the Engineer and the Engineer's consultants may accrue.

#### LIQUIDATED DAMAGES WILL BE ASSESSED AS FOLLOWS:

\$750.00/per day

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. Allowance may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor and approved by the Engineer/Owner.

#### **AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:**

The Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.

#### SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without consent of the other party.

#### PREBID MEETING IS MANDATORY

Mandatory attendance is required for all Bidders at the Pre-bid Meeting to familiarize themselves with the Project location, site conditions and other relevant information. Any Bidder who fails to attend the Pre-bid Meeting will cause that Bid to be disqualified.

#### ADDENDA ACKNOWLEDGMENT

	by acknowledges receipt of the following Addenda and has taken the therein into full consideration in the formulation of this bid.
Addenda No. 1	
Addenda No. 2	
Addenda No. 3	
Addenda No. 4	
Addenda No. 5	
Failure to acknowledge	e receipt of each Addendum may be cause for rejection of the bid.
SIGNATURE:	
	Signature in Ink

DATE:

#### **BIDDER'S CERTIFICATION**

The Bidder hereby acknowledges that the following representations in this Proposal are material and not mere recitals:

- 1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
- 2. The Bidder represents that the Proposal is based upon the Standards specified by the Contract Documents.
- 3. Bidder has visited the site, has become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
- 4. The Bidder shall make a good faith effort to ensure that all the Bidder employees, while working on Owner's property, shall not purchase, transfer, use or possess tobacco products, illegal drugs, alcohol, abuse prescription drugs in any way.
- 5. Bidder agrees to furnish any information requested by the Owner/Engineer to evaluate the responsibility of the Bidder.
- 6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint Proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:
  - 6.1 The Proposal has been prepared independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Proposal.
  - 6.2 Unless otherwise required by law, the costs, which have been quoted in the Proposal, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Proposal deadline, directly or indirectly, to any other Bidder that would have any interest in the Proposal costs.
  - 6.3 No attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

The successful bidder will be required to furnish a copy of their Contractor's License prior to issuance of a Purchase Order/Contract.

**END OF SECTION 00120** 

#### LIST OF PROPOSED SUBCONTRACTORS EQUIPMENT / MATERIAL SUPPLIERS

(This form must be included in bid of faxed to the OWNER/ENGINEER within two hours of close of bid)

List below each major branch of work and major equipment / material category for this proposal and the subcontractor or supplier proposed for that portion of work; also provide the contractor's license number for each subcontractor as required by the "West Virginia Contractor Licensing Act." If the branch of work is to be completed solely by an equipment / material supplier, indicate by notation below in the contractor license number column. The bidder may be requested to change an unsatisfactory subcontractor or equipment / material supplier. The contractor is responsible for selecting or changing subcontractor or equipment / material supplier. The Owner or Engineer may indicate their concerns about any entity listed which they have reason to believe past experience indicates poor performance may be expected. It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all proposed subcontractors and equipment / material suppliers being proposed to perform the work. The Contractor has full responsibility for satisfactory execution of all work in accordance with the contract documents. Any change of proposed subcontractors or material suppliers shall be at no additional cost to Owner, as the Contractor has full responsibility for execution of the work.

I	representing				
	Responsible Contractor)	(Company Name)			
		ng list of subcontractors and major mat			
suppliers for your r	eview and comment. This is th	he final and complete list of companies who	will		
be performing wo SPRINKLER UPG		for CULTURAL CENTER FIRE ALA	RM/		
0		al suppliers listed are approved for use b			
Owner and Engine	er, no other subcontractors or	r substitute for any subcontractors listed be	:low,		
will be used in th	e performance of the contrac	ct without written approval of the Owner	and		
Engineer. I furth	er agree that if non-approve	ed subcontractors or suppliers are used	, my		

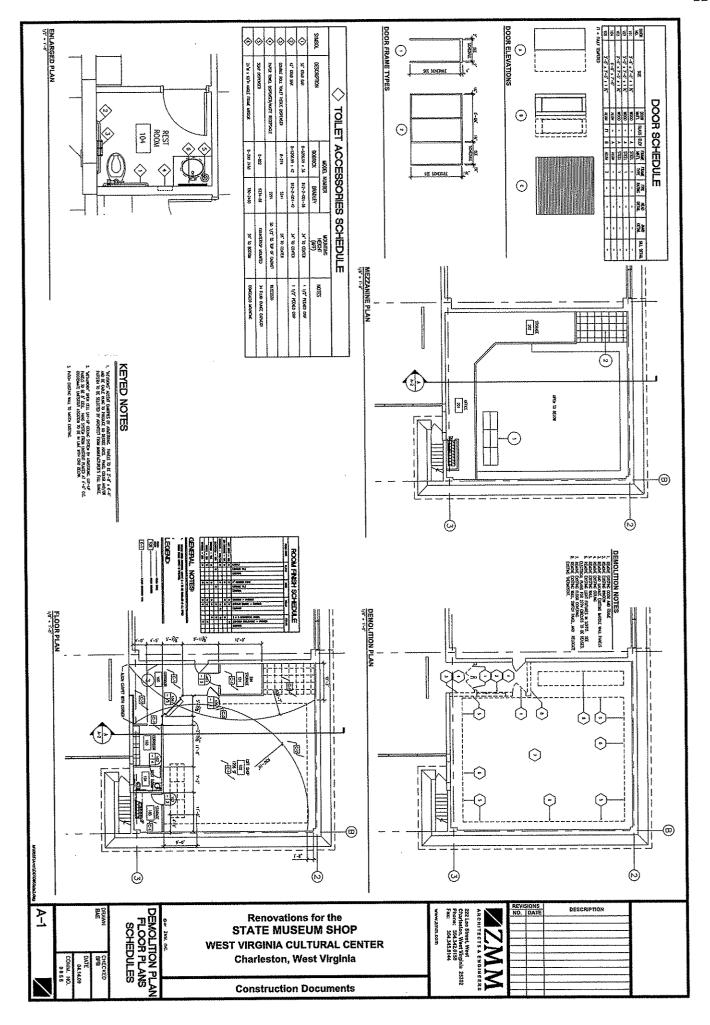
company shall be placed on probation, unless in its reasonable discretion, the STATE OF WV

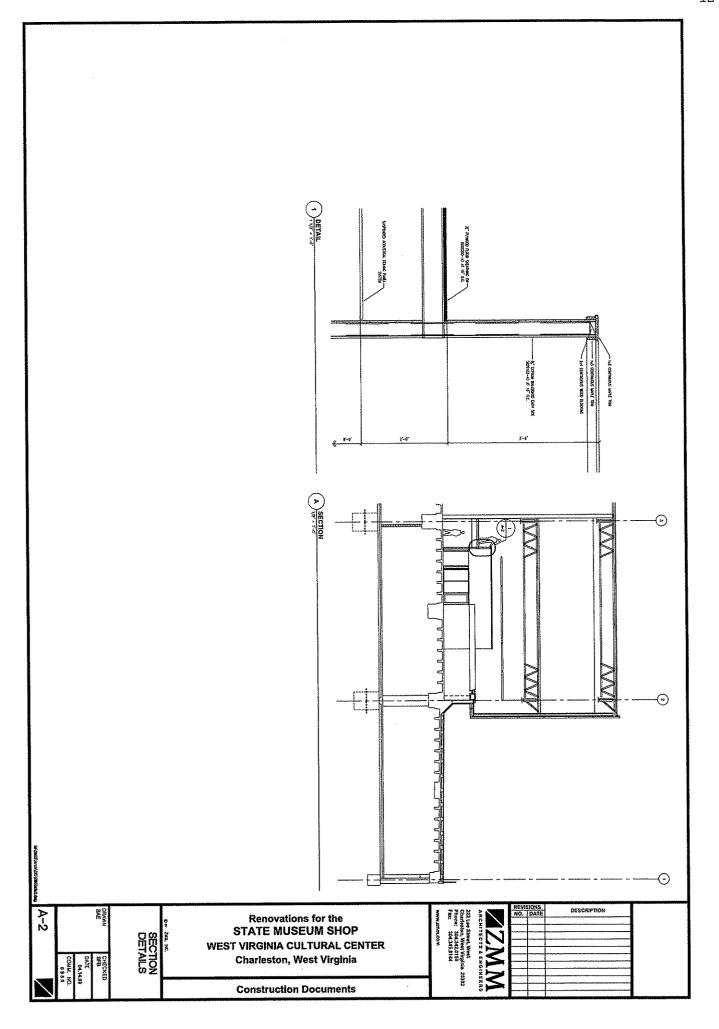
determines otherwise.

### LIST OF PROPOSED SUBCONTRACTORS EQUIPMENT / MATERIAL SUPPLIERS

(This form must be included in bid of faxed to the OWNER/ENGINEER within two hours of close of bid)

Branch of work / Material Category	Complete Name and Address Subcontractor	Complete Name and Address Supplier	Contractor License #
	(to be completed by		
	SPRINKLEF		
Sprinkler	SPRINKLER		
Contractor			
		arakan 1. Bilar	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
	ELECTRICA	\L	
Electrical			
Contractor			
Fire Alarm			
	GENERAL CONSTI	PUCTION	
	GENERAL CONST	NOCTION	
General Trades Contractor			





## Pre-Bid Conference SIGN IN SHEET

Page / of # 2 SLM

[Please Print]

Request for Proposal No.: Det 09084 Date: 4/21/09			
Firn	n & Representative Name	Mailing Address	Telephone & FAX Numbers
1. <b>5</b>	impsontechnical SERV.	519 Highland AVE-	T: <u>304-437-1913</u>
	MARK Simpson	So. CHAS, W.V. 25303	F: <u>304-744-5</u> 829
2.	BREWER & COMPANY	P.D. Box 3108	T: <u>304-744-5</u> 314
	DOUG MEEKS	CHARLESTON, WV	F: <u>304-744-4</u> 899
3	Exm Products Inc	416 12+6 St	T:(301)768-1673
	Jay Hinte	Dunbar, WV 25069	F(301)768-1674
4	TEOT. ZACHWIEJT ZDS DESIGN	ST. ALBAND DVZSIZZ	T: 304-755-0075 F: 304-755-0076
5		P.O. Box 284 Hurricane WU 26626	T: <u>304-662-7091</u> F: <u>304-662-713</u> 7
	Scan C.G.vens	2800 7+1 Avenue Sitella	lt: <u>304-746-4</u> 081
	SimplexGrinnell	Charlesten WV 2531d	F: <u>304-746-4</u> 089
	DOU KAUA	ZEOD 7th AVOLUE Some LON	T: <u>5/3-678-904</u> 6
	SIMPLOX GRUUELL	CHARTESTON, NV 25312	F: <u>5/3-874.1346</u>
	Brown Electric	1100 Charles Ave.	T: <u>304 768-04</u> 07
	Bronson Kennedy	Dunbar WV 25064	F: <u>304 768-04</u> 26
9. [	Pritchard Electric	2425 8th Avenue	T: <u>304-529 - 2566 x 19</u>
	Derry Grubbs	Huntington WV 25703	F: <u>304-529 - 2</u> 567
10.	APPALACHAIN SIGNALS & PRODUCIS	PO BOX 508	T: <u>304-586-29</u> 13
	KENNETH WALTERSTIE	WINEIELD, WV 25213	F: <u>304-586-29</u> 14
	Please print or write legibly. The fax n	number is essential to contact the attendees in a	a timely manner.

Page \_2 of \_A \_2 SLM

# Pre-Bid Conference SIGN IN SHEET

[Please Print]

Request for Proposal No.: _ OC	<u> 서                                   </u>	4/21/09
Firm & Representative Name	<u>Mailing Address</u>	Telephone & FAX Numbers
1. Baiar Diaon Electronic Specially	1325 DUNDAR AVR DUNDAR WY	T: <u>304-766-6</u> 277 F: <u>304-766-6</u> 270
2. BRIAN THOMAS PROSPESSIVE ELECTIC	1019 Your	T: 345-125-
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4.		
5.	Approximately the control of the con	
6.		T:
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Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.