



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
 GSD096429

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2009				

BID OPENING DATE: 02/26/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
THIS ADDENDUM IS ISSUED TO:						
1.) ANSWER ADDITIONAL TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE TECHNICAL QUESTION DEADLINE,						
2.) ADDRESS SUBSTITUTION REQUEST(S) RECEIVED PRIOR TO THE DEADLINE FOR REQUESTS FOR SUBSTITUTION						
3.) ADD REVISED BID FORM						
4.) ADD REVISED SECTION 01210-ALLOWANCES						
5.) ADD REVISED SECTION 01230-ALTERNATES						
6.) ADD REVISED DRAWINGS:						
GSD096429-DRAWING A1-R1						
GSD096429-DRAWING A2-R2						
GSD096429-DRAWING E1-R2						
GSD096429-DRAWING ED1-R2						
BID OPENING DATE REMAINS: 02/26/2009						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 4 *****						

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. 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

RFO#GSD096429
Bldgs 5,6,7 Electrical Upgrade

Technical Question & Answers, Part II (Addendum #4)

Question #1: Can you advise the location of any available lay-down or storage areas?

Answer#1: Owner can provide limited storage area in the basement of Bldg#6.

Question#2: Can you advise the availability of the loading dock area during normal work hours?

Answer#2: Given the traffic on the loading dock during normal work hours and the fact that trash compactor for the entire Capitol Complex is located thereon, access will be very limited and will need to be precisely coordinated with the Owner. It may be that only brief intervals of time in which the dock is blocked or obstructed may be allowed.

Question#3: Is there an allowance cost for the interior brick to be used on the wall of the electrical room?

Answer#3: No. Vendors should consider this potential cost in their base bid.

Question#4: Can you clarify the NEMA rating of the equipment listed in Sections 16271 and 16341?

Answer#4: Answered in the notations of the Drawings added as part of Addendum#4.

Question#5: With the amount of patchwork necessary after the demolition of the existing transformer pads, should it be bid to replace all of the concrete north of the existing 480 volt distribution switchgear?

Answer#5: Answered in the Addendum No. 4 attachment as an addition to Drawing ED1-R2.

Question#6: Are there any special conditions for the installation of footings, piers and conduits over the basement corridor?

Answer#6: Answered in the Addendum No.4 attachment as an additional notation to Drawing S1.

Question#7: All of the vendors for the 480 volt gear are advising that they cannot provide the supports base/splice box as indicated in 16430 – Part 2 – Section 2.3 (L). What alternatives are acceptable?

Answer#7: Answered in the Addendum No. 4 attachment (Page 2, §8.B) as an addition to 16430 (2.3.7.L)

Question #8: Specification Section 07552-1B references acrylic base coat and Firestone PC-100 Coating. This coating is not listed in the installation portion of the specification. Is the above referenced coating required?

Answer#8: The coating is in the specifications and is required.

Question#9: Specification Section 07552 references both hot and cold application of the modified roof system. Hot application requires the use of the ½" fibreboard coverboard. The coverboard can not be used in the cold application. Both systems are acceptable for a 25 year warranty. If cold application is used, should the thickness of the polyisocyanurate insulation be increased to the total thickness that would have been installed during the coverboard?

Answer#9: Section 07552 is revised in Addendum #4 with another substrate to be used, which will allow for the use of the cold-applied adhesive.

Question#10: Specification Section 07552 does not reference any polyisocyanurate insulation. Polyisocyanurate insulation is shown on the plans. Can the polyisocyanurate thickness and number of required layers be specified?

Answer#10: This question has been treated by Addendum #3, Question#5, in that no roofing insulation is required as the space it covers is not heated.

Question#11: Specification Section 07620-2.1 A1 calls for a clear anodic finish with a 10 year finish warranty. Anodic finishes often crack when they are formed to shape (i.e. coping). Would a 20 year finish warranty and a kynar finish be acceptable?

Answer#11: The kynar finish with 20 year finish warranty is acceptable.

Question#12: Can a specification section for wall panels be provided?

Answer#12: Specifications were added as part of Addendum #3.

February 19, 2009

ADDENDUM NO. 4

RE: Electrical Courtyard Expansion
State Office Building Nos. 5,6, &7
West Virginia Capitol Complex
Charleston, West Virginia
Architect's Project No. 0807

TO: Prospective Bidders

FROM: ZMM, Inc. Architects And Engineers

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

ATTACH THIS ADDENDUM TO THE FRONT COVER OF THE PROJECT MANUAL AND ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.

CHANGES TO SPECIFICATIONS:

1. REPLACE Bid Form dated 8/24/07 with Bid Form dated 02/19/09 as attached to this Addendum.
2. ADD Section 01210 – Allowances as attached to this Addendum.
3. ADD Section 01230 – Alternates as attached to this Addendum.
4. Section 07552 – Make the following revisions:
 - A. REPLACE Paragraph 2.5.A.1 with the following:
 1. 'DensDeck Prime' Fiberglass-Mat Faced Gypsum Board as manufactured by Georgia Pacific.
 - a. Thickness: 5/8 inch
 - b. Weight: 2.55 psf
 - c. Surfacing: Fiberglass Mat with non-asphaltic coating
 - d. Flexural Strength: 100 lbf (ASTM C4730 Parallel)
 - e. Flute Span: 8 inches
 - f. Permeance: Max 32 Perms (ASTM E96)
 - g. R-Value: 0.67 Minimum.
 - h. Water Absorption: <10% of weight (ASTM C1177)
 - i. Compressive Strength: 500-900 psi (ASTM C473)
 - j. Surface Water Absorption: Max 2 grams (ASTM C473)

- B. DELETE Paragraph 3.6.A.2.

- C. ADD Paragraph 3.7.D to read: "Apply Acrylic Base Coat according to manufacturer's instructions."
5. Section 08712 – Door Hardware: Make the following revisions:
- A. ADD Paragraph 2.7.AC to read as follows:
- C. Rim Exit Devices:
1. Type: BHMA A156.3, Type 1, rim.
 2. Actuating Bar: Push pad.
 3. Material: Stainless steel.
- B. DELETE Paragraph 2.7.B.
- C. REVISE Door Hardware Set No. 1 to read as follows:

Set No. 1

- | | | |
|---|-----------------|---|
| 3 | Hinge | Full mortise, five knuckle, bearing-type, heavy-duty, steel, 4 ½" x 4 ½", finish US26D |
| 1 | Rim Exit Device | Push Pad, Grade 1, entrance by lever, lever trim unlocked by key, removable core, finish US32D |
| 1 | Threshold | Saddle-type, ramped, fluted top, ½-inch rise, aluminum, mill finish |
| 1 | Weatherstrip | Surface mounted, brush-type, clear anodized finish – Include gasketing along perimeter of door. |

- D. ADD Door Hardware Set No. 2 to read as follows:

Set No. 2

- | | | |
|---|--------------|---|
| 6 | Hinge | Full mortise, five knuckle, bearing-type, heavy-duty, steel, 4 ½" x 4 ½", finish US26D |
| 1 | Exit Device | Mortise, Grade 1, entrance by lever, lever trim unlocked by key, removable core, finish US32D |
| 1 | Exit Device | Surface Vertical Rod, Grade 1, no outside operation or cylinder, finish US32D |
| 1 | Threshold | Saddle-type, ramped, fluted top, ½-inch rise, aluminum, mill finish |
| 1 | Weatherstrip | Surface mounted, brush-type, clear anodized finish – Include gasketing at meeting of door stiles. |

6. Section 16271 – Medium-Voltage Transformers – ADD Subparagraph 2.1.A.2 to read: General Electric.
7. Section 16341 – Medium-Voltage Switchgear – ADD Subparagraphs 2.3.A.2 to read: General Electric.
8. Section 16430 – Switchgear – Make the following revisions:
- A. ADD to paragraph 2.1.A the following: General Electric.
- B. ADD Subparagraph 2.3.7.L to read: "The Contractor and switchgear manufacturer may contract with a third party fabricator for the base/splice box providing they coordinate the sectional, dimensional, structural, and weight requirements in the design of the fabrication."

9. Section 16450 – Enclosed Bus Assemblies – ADD Subparagraph 2.1.A.2 to read: General Electric.

CHANGES TO DRAWINGS:

1. Refer to Revised Drawing Nos. A1-R1 and A2-R1 with revisions dated 2/11/09.
2. Drawing No. A3 – Make the following revisions:
 - A. REVISE Size Of Door Type A to (1) 3'-0" x 8'-0" x 1 ¾".
 - B. REVISE Height of Door Frame Type No. 1 to 7'-4".
 - C. Wall Section Nos. 3 and 5: ADD Notes to Louver Frame to read: "Attach Louver Frame and Metal Coping To Wall Construction With Removable Fasteners."
3. Drawing S1 – ADD Structural General Note No. 8 to read: "Following Contractor verification of existing locations and conditions, the footings, piers, and conduits may need to be adjusted or stepped to accommodate the existing conditions. No additional compensation will be approved unless the quantities discernable from the Contract Documents are increased."
4. Drawing No. ED1-R2 – ADD to Keyed Note Nos. 2, 5, and 8 the following: "Contractor shall replace all existing concrete removed for conduit and equipment placement."
5. Refer to Revised Drawing Nos. ED1-R2 and E1-R2 with revisions dated 2/11/09 as attached to this Addendum

End Of Addendum

Attachments: *Bid Form dated 02/19/09* 3 pages
Specification Section 01210 – Allowances 2 pages
Specification Section 01230 – Alternates 2 pages
Drawings A1-R1 and A2-R1 with revisions dated 2/11/09
Drawing ED1-R2 and E1-R2 with revisions dated 2/11/09

BID FORM

DATED: _____
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV _____

SUBMITTED TO: State of West Virginia
Finance and Administration
Purchasing Division

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for the:

**ELECTRICAL COURTYARD EXPANSION
STATE OFFICE BUILDING NOS. 5, 6, AND 7
WEST VIRGINIA CAPITAL COMPLEX
CHARLESTON, WEST VIRGINIA**

all in accordance with the drawings and specifications as prepared by ZMM, Inc., 222 Lee Street West, Charleston, West Virginia 25302, as follows:

BASE BID:

For the sum of: _____
_____ (\$ _____).

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than _____.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

Bidder acknowledges receipt of the following addenda: (Please list by number and date)

ALTERNATES:

The stated Base Bid is subject to the following additions or deductions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.) Refer Section 01230 – Alternates.

Alternate Bid No. 1 – Work By Electric Utility Company.

ADD the sum of: _____
 _____ (\$ _____).

UNIT PRICES:

The contract sum shall be subject to the following Unit Prices for quantities which may be increased from the stated allowance. These Unit Prices include all materials, shipping, installation, tax, and contractor markup. Unit Prices may be stipulated in figures only.

Unit Price No. 1 – Granite Stone Panels

Base Bid is to include three hundred square feet (300 sq.ft.) of installed new Granite Stone Panels plus the installation of salvaged stone panels as shown on the Drawings and as specified.

For additional Granite Stone Panels, if the actual amount exceeds the stated allowance:

ADD \$ _____/SF

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The bidder hereby agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of ninety days following such time.

The bidder hereby agrees to commence work under this contract on or before a date to be stipulated in the written Notice to Proceed by the Owner and to fully complete the scope of this prime contract in accordance with the Project Schedule and in sufficient time to permit FINAL COMPLETION of the entire project *within the time period stated on this Bid Form.*

Liquidated damages will be assigned at the rate of \$500 per day for every calendar day, beyond the time period stated herein, that the work of this contract remains incomplete.

THE CONTRACT AMOUNT STATED ABOVE INCLUDES ALL APPLICABLE SALES TAXES, EXCISE AND OTHER TAXES FOR MATERIALS AND APPLIANCES SUBJECT TO AND UPON WHICH TAXES ARE LEVIED.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

If this proposal is accepted within 90 days after the date set for the opening of bids and the undersigned fails to execute the contract within 10 days after written notice of such acceptance or if the undersigned fails to furnish in full force and effect the required payment and performance bonds for the project, the bid security will be forfeited and the money payable thereon shall be paid into the funds of the owner as liquidated damages for such failure; otherwise, obligations of the bond will be null and void.

SIGNATURE OF BIDDER:

Firm: _____

By: _____

Address: _____

Title: _____

Address: _____

Phone: _____

END OF BID FORM

SECTION 01210 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Allowance is to cover the cost of Electric Utility Company charges for their re-configuration of electrical service entrance items, duct banks, medium voltage switches, and equipment.
 - 2. Allowance and associated costs constitute Bid Alternate No.1. Reference Section 01230 – Alternates.
- B. Types of allowances include the following:
 - 1. Lump-sum allowance.

1.3 SUBMITTALS

- A. Submit invoice to show actual cost charged by Electric Utility Company for use in fulfillment of allowance.
- B. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.4 COORDINATION

- A. Coordinate allowance items with other portions of the Work.

1.5 LUMP-SUM ALLOWANCES

- A. Allowance is not intended to cover Contractor's overhead and profit associated with the Electric Utility Company's work described above. Contractor's overhead and profit will be calculated according Article 7.3.9 of the State Of West Virginia Supplementary Conditions bound in the Contract Documents, and any required adjustments to the Contract will be executed with a Change Order.

1.6 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amount, prepare a Change Order Proposal based on the difference between purchase amount and the allowance.
 - 1. Include in the Change Order Proposal all proposed amounts for Contractor's overhead and profit.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION****3.1 PREPARATION**

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.2 SCHEDULE OF ALLOWANCES

- 1. Allowance No. 1: Lump Sum Allowance: Include Five Hundred Thousand Dollars US (\$500,000.00) to cover Electric Utility Company Charges for their re-configuration of electrical service entrance items, duct banks, medium voltage switches, and equipment.

END OF SECTION

SECTION 01230 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1 - Work by Electric Utility Company.

1. Include Allowance No. 1 as described in Section 01210 – Allowances.
2. Include Contractor's overhead and profit associated with the work of this Allowance as calculated by Article 7.3.9 of the State Of West Virginia Supplementary Conditions.

END OF SECTION