



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
DEFK10007

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 142 ROBERT E. LEE EXT.
 ELKINS, WV
 26241 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/04/2009				

BID OPENING DATE: 12/15/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #03		
				THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY, AND ADD TO THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, AND ANSWER VENDOR QUESTIONS, PER THE ATTACHED DOCUMENTATION.		
				NO ADDITIONAL QUESTIONS WILL BE ACCPETED DUE TO THE TIME CONSTRAINTS FOR FUNDING OF THE PROJECT.		
0001	1	LS		968-20		
				BUILDING CONSTRUCTION		
				***** THIS IS THE END OF RFQ DEFK10007 ***** TOTAL:		

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, the State may deem this contract null and void, and terminate such contract 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

Pre-Bid Meeting Minutes; Elkins AFRC, Elkins, WV

The following constitutes a Pre-bid Meeting Minutes for DEFK10007.

Date: 19 November 2009

Time: 1:30 PM

Location: Elkins, WV

1. ADMINISTRATIVE:

CFMO

- a. The Pre-bid meeting for the subject contract at 1330 hrs, 19 November 2009, at Elkins, WV.
- b. Mandatory pre-bid attendance - Sign-In
- c. Funding: Federally and State funded, State administrated project.
- d. User: West Virginia Army National Guard
- e. Administrator: Construction & Facilities Management Office, WVARNG

2. INTRODUCTION:

CFMO

a. C&FMO:

1. Address
1703 Coonskin Drive
Charleston, WV 25311
2. LTC David Shafer, CFMO
(304) 561-6539
3. LTC Garrett Cottrell, PE, Chief, Design & Construction
Email: Garrett.b.cottrell@wv.ngb.army.mil
(304) 561-6452
4. Rocky Hodges, Facility Management Specialist
Email: rocky.hodges@wv.ngb.army.mil
(304) 561-6451 (o) (304) 561-6458 (fax)
5. Daniel Clevenger, Facility Management Specialist
Email: daniel.clevenger@wv.ngb.army.mil
(304) 561-6446 (o) (304) 561-6458 (fax)
6. COL Gary Blackhurst, Environmental Program Management Officer
(304) 561-6445(o) (304) 561-6458 (fax)

b. DIVISION OF PURCHASING:

1. Mr. John Abbott
 Email: john.h.abbott@wv.gov
 (304) 558-2544 (office)
 (304) 558-4115 (fax)

c. DESIGNER OF RECORD:

1. Address:
 E.T. Boggess Architects, Inc
 101 Rockledge Ave
 Princeton, WV 24740
 (304) 425-4491 (office)
 (304) 425-2028 (fax)

3. BIDDING ISSUES**CFMO**

- a. Questions must be submitted to Purchasing Division, attention Mr. John Abbott via email (john.h.abbott@wv.gov) no later than noon on 27 November 2009.
- b. Direct discussion is **not** authorized with the Designer of Record, the Facilities Engineer, or the Project Manager.
- c. State Prevailing Wage Rate Applies.
- d. Bid Opening is set for 15 Dec 2009 at 1:30 PM.
- e. Change Orders: The only changes authorized or reviewed by the Owner will be:
 1. Owner directed.
 2. Unforeseen site conditions.
- f. Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Conflicts in drawings, clarifications, and/or lack of clarity shall be the responsibility of the Contractor after Bid Award. The Contractor is responsible to seek clarification prior to bidding if they believe there is a conflict or lack of clarity.
- g. Government assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. The solicitation and specification remain unchanged regardless of what is said at the pre-bid conference unless they are changed by formal amendment to the solicitation.

4. FEDERAL RELATIONSHIP**CFMO**

- a. Review General Provision 1, "Relationship of the Federal Government"

5. WORK HOURS/ SITE ACCESS-SECURITY

CFMO

- a. The Contractor will have access to the site from 0700 to 1800 hrs, Monday to Friday. If work hours must be modified, these will be approved on a case-by-case via the Project Manager and the Designer of Record.
- b. Contractor is required to provide to the Project Manager, a listing of personnel, which will be gaining access to the site at the first pre-construction meeting. (*Section 01040-1.03.E*)
- c. Superintendence: In accordance with Contract documents, the Contractor must maintain full-time, active superintendent on the job. Duties of the superintendent will be identified at the first pre-construction meeting. (*Section 01040-1.3.E*)

6. TEMPORARY FACILITIES/UTILITY USAGE

ETB/CEI

- a. Temporary Facilities (*Section 01100*)
- b. Utility Usage

7. UTILITY INTERRUPTIONS

CFMO

- a. Required to give 72 hour notification to Project Manager
- b. Notifications must include the following information:
 1. Who
 2. What
 3. When
 4. Why
 5. Where
- c. Utility Interruptions can last no longer than six (6) hours.
- d. Utility Interruptions must be scheduled after 1800 hours and must end by 0400 hours.

8. CONTRACT DURATION / LIQUIDATED DAMAGES

CFMO

- a. Liquidated Damages
 1. Duration of the contract is 540 days from the NTP with milestones.
 2. Liquidated Damages is \$1,500 per day plus one time fixed cost of \$1,250 for Staff Judge Advocate Review. Per Article 9 11.1 Supplement General Provisions and GP 54, "Liquidated Damages".

9. SAFETY

CFMO

- a. All construction activities will be in conjunction with OSHA, Safety and Health Requirements Manual (US Army Corps of Engineers). As noted, the Army safety and health standards mirror OSHA. All construction activities on site will be a hardhat area and marked as such.
- b. Access to the site will be restricted and controlled by the Contractor. A visitor's sign-in and hardhats to be made available for personnel visiting site.
- c. Temporary fueling operations: Any temporary fueling operation will be maintained in accordance with OSHA and WV Fire Marshall Standards to included secondary containment, fire extinguishers, and spill control.
- d. Cleanup required daily by each perspective sub and General Contractor: No open dumps of construction materials. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property. Crushed pavement, gravel and clean soil may be given to nearby landowners with written approval from the C&FMO.

10. SUPERVISION OF WORK

CFMO

- a. Designer of Record will have the responsibility for the observation of Contractor's quality of work. The Designer of Record will provide recommendations for actions regarding progress payments, change orders, and acceptance of work.

11. ASPECTS OF CONTRACT

CFMO

- a. Modification Procedures – Section 1035
- b. Project Coordination (Correspondence) – Section 1040
- c. Cutting and Patching – Section 1045
- d. Meetings – Section 01200
- e. Submittals – Section 01300
- f. CPM Construction Scheduling – Section 1355
- g. Materials and Equipment – Section 1600
- h. Warranties – Section 1740

12. SUBSTITUTIONS

ETB

- a. Substitution requests must be submitted within 60 days of Notice to Proceed.
- b. Substitution requests will only be considered when one or more of the following applies:
 1. Extensive revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the intent of the Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The specified product or method cannot be provided within the Contract Time. The Architect will not consider the request if the specified product cannot be provided as a result of failure to pursue the Work promptly.
 5. The request is related to an "or-equal" clause.

6. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Such additional responsibilities for the Owner may include additional expenses for redesign and evaluation services, increased cost of related construction, and other similar considerations.
 7. The specified product cannot receive approval by a governing authority, and the substitution can be approved.
 8. The Contractor's submittal and the Architect's review or approval of Shop Drawings, Product Data or Samples that relate to a substitute does not by itself constitute a final approval of the requested substitution, nor does it relieve the Contractor from fulfilling existing Contract Requirements. Final approval will be granted by the Owner and confirmed in the form of a Change Order.
- c. Approval of Material Submittals shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance as stated in (d) below.
- d. If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the submittals, at the time of submission. If the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

13. SUMMARY OF WORK

ETB

- a. Project Description (*Section 01100*)
1. Project Summary
 2. Work will be constructed under a single prime contractor.
 3. Contractor shall have full use of premises for construction operations, subject to limitations and requirements of the West Virginia Army National Guard.
 4. Contractor is responsible for keeping driveways and entrances serving the premises clear and available for the Owner's use.

b. SCOPE OF CIVIL WORK

- | | | |
|------|--|----------------------------|
| 1. | Review the scope of work for subject project | ETB |
| 2. | Purchasing Documents | PURCHASING DIVISION |
| | (a) General insurance/bonds from prime contractor. Copies to be provided to CFMO.
For the subcontractors, copies of insurance due prior to start of work. | |
| | (b) Drug Free Compliance Affidavit | |
| iii. | Environmental Issues/comments | ENVIRONMENTAL |
| | (a) On-site Burning/Waste Disposal | |
| | (b) Spills of fuels: The Contractor must notify the Owner of any fuel spills as soon as possible. | |
| | (c) Reporting Procedure | |
| iv. | Construction Storm Water Permit | ENVIRONMENTAL |
| v. | Sediment Erosion Control Measures | ENVIRONMENTAL |
| | (a) Need copies of inspections made by DEP | |
| | (b) Silt Fence must be maintained throughout project | |

12. QUESTIONS AND ANSWERS**CFMO****13. CLOSING COMMENTS****CFMO**

- Meeting notes will be published through state purchasing, along with clarifications to contract documents.
- Any further question will be addressed through an Addendum released after the question period has closed.
- Any further questions between now and bid award must be directed to John Abbott at State Purchasing via email (john.h.abbott@wv.gov) no later than noon on 3 Dec 2009.

ELKINS AFRC, WV

(12-02-09) PRE – BID MEETING QUESTIONS & ANSWERS

QUESTIONS:

1. Bid Opening is 15th Dec., 2009 at 1:30 pm - What is the schedule for the Notice to Proceed. **Project will be awarded upon availability of Federal Funds and Notice to Proceed (NTP) will be issued shortly after award.**
2. Who pays for testing per each specification? Who pays for HVAC test and balance (TAB)? **Contractor pays for all Quality Control testing for work preformed by the GC and subs.**
 - a. **Cast-In-Place Concrete, Section 03300. 3.14. A. to be changed to, "Contractor will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports".**
 - b. **Unit Masonry Assemblies, Section 04210, 3.14.A to be changed to, "Contractor will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports".**
 - c. **Unit Masonry Assemblies, Section 04210, 3.14.B, Testing Agency: Replace Owner with Contractor.**
 - d. **Structural Steel, Section 05120, 2.9.A and 3.5.A: Replace Owner with Contractor.**
 - e. **Steel Joists, Section 05210, 3.3.A: Replace Owner with Contractor.**
 - f. **Steel Deck, Section 05310, 3.5.A: Replace Owner with Contractor.**
 - g. **Cold Formed Metal Framing, Section 05400, 3.4.A: Replace Owner with Contractor.**
 - h. **Testing, Adjusting, and Balancing, Section 15990, 1.4.A: Add "Contractor will".**
3. There are eight architectural alternates in specification volume one but only seven are on the RFQ. **Eight is correct – to be rectified in Addendum**
4. On sheet S-001 for foundation Note 4 "over excavate to rock" ... Will the GC be paid on additional over excavation here? Or is this added volume part of the 90,000 CY on bid item 04? **No, foundation excavation is part of lump sum bid item 1.a. "Primary AFRC Building".**
 - a. **Question 4 and 21** refer to two different types of over-excavation.
 - i. Q 4 refers to over excavation of the building foundations to reach rock
 - ii. Q.21 refers to soft spots in sub grades.
 1. The difference is that bldg foundations are paid as part of the lump sum item
 2. The pay item for over excavation is for improvement of soft areas in sub-grade for general areas of fill -- not under the building.
5. Please provide the specifications for the 20 ton overhead crane in the workshop -- **There is structural provision only for future crane – crane not in this contract.**
6. Please clarify the type and height of fence to be used for temporary fence the entire site per section 01500. **Omit this requirement.**

7. How many fire extinguishers and cabinets are to be included on the architectural alternate? **As shown on the drawings.**
8. Please provide details for the temporary gate house / security gate as mentioned in temporary facilities specification (Div 01500) - and located on sheet A.651. Specification also mentions 3000lb temporary concrete barriers but no quantity or layout has been provided. **The Gate house and Gate shown on A-651 is meant to represent a future structure -- not in this contract. Three 3000lb temporary concrete barriers, 12ft long, to be placed behind gates at the main entrance.**
9. Please clarify intention for GC to supply personnel at temporary gate to monitor access at all times. **Omit this requirement.**
10. Specifications also notes that a permanent access control point will be bid separately in 2010. At that time will GC still man this post? **Omit this requirement.**
11. Who applies and pays for WVNPDES permit? If the GC submits and pays for permit and changes are made to the erosion and sediment controls during this review will the GC be paid for the changes? **No, see Erosion and Sediment Control Specification, Section 02495, 3.5 and General Provision – 13, pg 8.**
12. Is there a requirement for minority or DBE subcontractors for this project? **No**
13. Has any electric utility engineering costs been indentified from the power company? If not who is responsible for this cost? **Separate Bid Package – the scope of work will be defined in Addendum.**
14. Who is responsible for permanent utility tap fees? **Not part of this contract.**
15. Is the project in the city limits of Elkins? **No.**
16. Who is responsible for verifying these quantities of materials when GC is to be paid by unit prices? **See Section 01026, Unit Prices, 1.3.C.**
17. Is the GC to bid by the unit prices given on the bid form or required to do his own takeoff? **GC will need to do their own takeoffs and if significantly different than estimated bid quantities on the Bid form the GC should notify through an RFI. Review General Provision 40, pg GP-22.**
18. Which procedure governs when the federal provisions and state provisions differ? **This depends entirely on the nature of the provision and has to be assessed in each individual case. Review General Provision 1 and General Provision 8.**
19. What is the time frame for monthly pay applications to be paid? **State Regulation 1027 – 60 days after receipt from Arch. Arch has 7 days to submit after receipt from GC**
20. How can we schedule additional site visits? **Request site visit through RFI.**
21. Please clarify... the foundation design is to be on solid rock but 2 of the 5 core borings in the geotechnical report does not show rock. **Bid Item #8 is for soft spots in sub-grade of fill areas and is only used upon direction from the COTR. The building and foundations is a lump sum bid item. The borings are included in the contract documents to form a basis for estimating the CLSM required for backfill up to the foundation from suitable bearing rock.**
 - a. **Question 4 and 21 refer to two different types of over-excavation**
 - i. **Q.4 refers to over excavation of the building foundations to reach rock**
 - ii. **Q.21 refers to soft spots in sub grades**
 1. **The difference is that bldg foundations are paid as part of the lump sum item**

- 2 The pay item for over excavation is for improvement of soft areas in sub-grade for general areas of fill -- not under the building.
22. Are there any highway fees and if so who is responsible? **Highway permit fees have been removed from Bid Item 1.a.2 and have been added as an allowance so the contractor is no longer responsible. See Bid Item Description for Bid Item 1.a.4, "WVDOH Encroachment Permit(s)".**
- 23 Please clarify the pipe size discrepancies in the plan layout and utility sections. **C-500, "Utility Plan" has correct pipe sizes. C-710, "Storm Sewer Profiles" has been revised and will be reissued with Addendum 1.**
24. Please clarify refund for drawings and specifications. **\$375 from Architects if returned in good order.**
25. In HVAC specifications some of the units have gas re-heat but there is no gas on site. **Should not be in document – No gas reheat is to be installed.**
26. When is permanent power and water to be on site? **See #14.**
27. Where is the water connection located? **The actual connection point will be between the water vault and WVARNG property line and will be determined after utility extension design is completed. Submit bid based on quantities on Bid Forms. GC will need to do their own takeoffs and if significantly different than estimated bid quantities on the Bid form the GC should notify through an RFI. Review General Provision 40, pg GP-22.**
28. There is a water tank mentioned in the Narrative but none shown on the drawings. **See #14.**
29. The sewage lift station is shown as a separate bid package but the electrical for the station is still in this contract. **See #14.**
30. There are some electrical alternates in the electrical specifications and drawings that are not shown on the bid form. **There are three (3) electrical alternates currently listed. Two more, E4 and E5 will be added in Addendum 1.**
31. Please clarify civil quantities on pre-bid handout. **Pre-bid handout was for general information/overall scope of work. Only the actual Bid Forms shall be used to prepare bids. GC will need to do their own takeoffs and if significantly different than estimated bid quantities on the Bid form the GC should notify through an RFI. Review General Provision 40, pg GP-22.**
32. Is the excavation balanced? **NO, If not will there be fill/borrow sites on site? Yes, see "Earthwork" Specification Section 02300 for requirements.**
33. Please clarify asphalt base course discrepancy from specifications and drawings. **There is no discrepancy. Specifications refer to types indicated on the drawings.**
34. Since the asphalt paving is designed around WVDOH specifications will the liquid asphalt adjustment be applied? **No, payment is described in Section III of the Bid Forms.**
35. Will coal waste be wasted on site? **Yes**
36. Do you think there will be a problem with coal drainage? **No significant change in drainage is expected.**
37. Will burning be permitted? **Yes, in accordance with all applicable laws and regulations. Contractor will adhere to General Provision 33, page GP-19.**

38. Will stumps be disposed of on site or off site if burning is not permitted? **Burning is allowed. Please refer to Site Clearing, 02230, 3.8.A.**
39. Will there be a water line profile provided? **No**
40. There is an existing structure on site but not shown on drawings. Will this be removed by others or the GC responsible to demo and haul off site? **GC is responsible.**
41. Please clarify what is included with building excavation and the excavation bid form line items? Is the excavation for the access road included in the excavation line item? **Yes, excavation for the access road is included in bid items 3 and 4.**
42. Are the windows to meet DOD code? **Yes.**
43. Is this to be a DOT Open Graded Base? **Yes, see "Earthwork" Specification 02300.**