



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
GSD106448

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
09/03/2010				

BID OPENING DATE: 09/09/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THIS ADDENDUM IS ISSUED TO:						
1.) ANSWER ALL TECHNICAL QUESTIONS AND REQUESTS FOR PRODUCT SUBSTITUTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL RFQ (GSD106448) AND						
2.) EXTEND THE BID OPENING DATE.						
BID OPENING DATE IS EXTENDED TO: 09/09/2010						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 3 *****						
0001	1	LS		910-79		
REPLACEMENT OF WINDOWS, BLDGS 5/6/7 CAPITOL COMPLEX						

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](http://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).

**RFQ#GSD106448 Bldgs 5/6/7 Window Replacement**

## TECHNICAL QUESTIONS &amp; ANSWERS

Question#1: Spec Section 1.8-A-1, does professional engineer mean that data provided by that engineer would have to be stamped by a “professional engineer”? Please note there is a substantial cost for these services.

Answer#1: Yes, a professional engineer’s seal is required on the information provided as outlined in the specifications.

Question#2: Spec Section 1.8-A-2, can the window manufacturer provide this information in lieu of a professional engineer as described above?

Answer#2: No, the information has to be verified by a professional engineer.

Question#3: Spec Section 1.8-A-2, exactly what information or data is this section requesting? Will test reports for the window satisfy this specification?

Answer#3: Shop drawings and product data are required to have a professional engineer’s stamp.

Question#4: Verify – the installation process as explained is as follows: workers will erect both an airtight enclosure floor to ceiling, and install some type of fall protection guard in the window opening that would prevent all sizes of objects from falling out of the opening.

Answer#4: The airtight enclosure will be erected in the window opening prior to window removal to seal off the window opening as shown on the drawings. Fall protection is required to meet all laws and regulations.

Question#5: The air-tight enclosure would require possibly moving ceiling tile, can the enclosure stop above the window to prevent disturbing the ceiling. How is the airtight opening secured?

Answer#5: Ceiling tiles may not be removed. Air tight enclosures must be placed against the ceiling system with any air gaps sealed. Note that the ceiling system forms a barrier between the office space and possible asbestos hazards above. This barrier is not to be dislodged and one of the purposes of the air-tight barrier is to prevent excessive air flow from disturbing the area above the ceiling.

Question#6: The fall protection barricade will require attachment; the only area for this that would not damage the window surround is the old windows. Can the barricade be attached to the old frame and be removed when the existing sash is removed?

Answer#6: Fall protection will be permitted to be attached to the existing frame. On previous projects the barrier was attached using a compression fittings where the load was evenly distributed to avoid damaging the window surround.

Question#7: Details shown on A-12 indicates wood blocking, can standard glazing shims be used @ 16” intervals instead?

Answer#7: Wood blocking is required in the locations shown.

Question#8: In regards to the means of external access by use mast climbing work platforms – all wall mount posts used to the support the tower structure must be installed on a structure capable of withstanding 3,000 lbs. of tension or compression and 1,500 lbs. of shear. Are the exposed aggregate panels below and above the windows capable of these requirements?

Answer#8: The load capabilities of the concrete panels are unknown. Drilling anchors into the panels will not be permitted. The contractor will be required to replace any panels damaged by his operations with matching panels.

Question#9: Where will the required office trailer be located?

Answer#9: Job trailer can be located in the contractors staging area as shown on Drawing SP-1.

Question#10: An additional dumpster for window wrapping, caulk tubes, etc. is required, can it be located next to the one for windows?

Answer#10: Yes.

Question#11: Specifications call for a LEED Certified person to be responsible for getting confirmation of loads of salvage window vents. Can a company or individual be provided for this or can the state or architect provide this service?

Answer#11: LEED certification requirements will be deleted.

Question#12: Air monitoring of all replacement areas is required. Will this be done with state appointed company Triad?

Answer#12: Testing services are the contractor's responsibility.

Question#13: If building panels cannot be penetrated for tie off for scaffolding and weight limit of 500 lbs. (per OSHA) restricts swing stage to a single window at a time. What equipment is to be used for window installation?

Answer#13: The contractor is responsible for construction means and methods and for providing properly sized equipment that meets applicable code and OSHA requirements.

Question#14: What are the maximum allowable sightlines at window types A, B, C, at the head, jambs and sill?

Answer#14: Configure windows as shown in the contract documents.

Question#15: Section 08520 – 3.3: Part B – Testing Services- owner is responsible for testing windows?

Answer#15: Testing services are the contractor's responsibility.

Question#16: Will Owner provide power to material hoists?

Answer#16: In general, the contractor is responsible for providing power for equipment. The Owner may permit reasonable power useage. If so, this power will be made available from a panel on the 11<sup>th</sup> floor of Building 5 or the 8<sup>th</sup> floor of Building 6. The contractor is responsible for providing acceptable service lines from the panel to his equipment. Such contractor installed lines shall meet all NEC, OSHA and other applicable code requirements.

Question#17: Decorative grills:

- a. Can a detail be provided to show how the decorative screens are anchored?
- b. Who manufactured grills?
- c. How much do they weigh?

Answer#17: Grilles appear to be anchored with anchor bolts at jambs, contractor to verify. The manufacturer and weight of the grilles are unknown.

Question#18: Window type B windows on Sheets A-7 & A-9. Beside "B" appears to be a triangle drawn, please clarify.

Answer#18: What appears to be a triangle beside the Type B windows on the 3<sup>rd</sup> floor are material hatches.

Question#19: Airtight containment required top floor @ 10<sup>th</sup> Floor Building 5 that has already been abated, also @ top floors Building 5 & 6?

Answer#19: The airtight containment is required on all floors and in all locations.

Question#20: Who moves and reconnects any electrical, computer, phone lines, etc?

Answer#20: In the event that electrical, computer or phone lines are encountered, first check to see if there is sufficient cord length to move without disconnecting. If not, request permission of occupant to disconnect. If it is a simple plug in connection, it may be disconnected. If a phone or computer connection is more complicated or direct wired have the occupant request assistance from the Office of Technology. For direct wired power connections contact the building maintenance manager.

Question#21: On the Pre-Bid Sign-in Sheet there is a Wm. G. Martin Jr. representing CJA Martin Consultants and a Bill Martin representing Martin Erectors. Is it permitted for the same person to represent two companies? (See Page 2 of the RFQ, "No one person may represent more than one bidder"). Would this signer disqualify both companies from bidding the project?

Answer#21: It is our understanding that these are two different persons with similar sounding names. Unless they are prime bidders this question would not be relevant.

Question#22: Can a scale be provided for the building elevations or the height to parapet to the tallest point of the buildings?

Answer#22: Building elevation scales are shown on the drawings as 1/8" = 1'-0".

Question#23: The window specified is a 3 1/4" product though a narrower depth frame (nominal 2") would be easier to install and results in less change in the appearance of the building on both the interior and exterior. The frame site lines would be smaller allowing for a larger glass vision area and less change in overall building appearance. In addition, the narrower window will exceed the performance specifications. Will the narrower frame window described be acceptable from an approved manufacturer?

Answer#23: A smaller profile may work, but no details were submitted, therefore a change cannot be approved.

Question#24: The window specified for the "mechanical floor" is a Tilt-Turn window. A Tilt-Turn window which will tilt in for limited ventilation like a hopper window is not conducive to an arm to limit in-swing travel. It will turn, from a closed position, you rotate the handle allowing the window to function like an in-swing casement. During the pre-bid discussion, it was explained by the Project Architect, Hank Walker, the intention is for these windows to open for maintenance only. The option of a "limit arm" restricting the window from opening more than 85 degrees, is advantageous, as to not damage interior wall returns. Will an in-swing casement with a limit arm be acceptable from an approved manufacturer?

Answer#24: The design intent was for the window to hinge from the top and to tilt in (similar to the existing) from the bottom. Note that there are two functions that have to be considered in the design. One function is to allow the window to be partially opened for ventilation and hold that partially open position. The second function is to allow the window to be swung open for cleaning from the interior. The grilles do not permit the windows to be cleaned from the exterior.

Question#25: The warranty for the bronze anodized finish is listed as 15 years. The industry typically does not warrant anodize finishes though some manufacturers will provide a 5 year warranty. Will a 5 year warranty be acceptable?

Answer#25: Provide a 15 year warranty as specified.

Question#26: What bronze anodized finish is required, is it Light Bronze, Medium Bronze or Dark Bronze?

Answer#26: Dark Bronze.

Question#27: The details of the window indicate a drop in the slope adapter. This has a tendency to allow for uncontrolled water leakage. Typically, the manufacturer's AAMA test does not include the adapter. Another option would be to incorporate a slope into the frame extrusion, thus, minimizing the possibility of uncontrolled water leakage. Which design would be most desirable?

Answer#27: We are not able to determine what part of the frame is being discussed.

Question#28: Are the windows on the "mechanical floor" to have a slope on the exterior as do the fixed windows?

Answer#28: Yes.

Question#29: Specifications, 08520-9, 3.3 Field Quality Control, A. Testing Agency – Who is responsible for initial testing, the owner or the contractor?

Answer#29: The contractor is responsible for testing.

Question#30: State RFQ – General Terms and Conditions - #7 "Vendor preference will be granted upon written request in accordance with the West Virginia Code". Does this apply to this project? If so, we formally request the Vendor Preference. What is the amount?

Answer#30: As the contract resulting from this Request for Quotations shall be deemed a contract for construction, Resident Vendor Preference does not apply.

Question#31: State RFQ- General Terms and Conditions - #8 "The State of WV is exempt from federal and state taxes and will not pay or reimburse such taxes". Does this apply for this project?

Answer#31: The Contractor is required to pay sales tax on all purchases of tangible personal property and taxable services that are used or consumed in the contracting activity cover by this Contract. The general term and condition DOES apply.

**SUBSTITUTION REQUESTS**

1. Vendor: Central Glass  
Product: Graham Architectural Products Corp. Fixed F-HC-100 Series 1200 Window  
Status: Denied: Detail indicates fixed frame height in excess of existing.
2. Vendor: City Window  
Product: Dow Corning 790  
Status: Approved
3. Vendor: City Window  
Product: Dynamic FC  
Status: Denied: Does not meet 07920-6 §3.6.A.1.b requirement for high traffic
4. Vendor: Old Castle Building Envelopes  
Product: Fulton Tilt-Turn Window  
Status: Denied: Frame detail submitted would not fit over existing frames.
5. Vendor: Koch Corporation  
Product: Seal Craft Aluminum Windows  
Status: Denied: Details submitted do not show/allow for existing frames to be used,.