



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
GSD126413

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/31/2012				

BID OPENING DATE: 06/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 03						
ISSUED TO EXTEND BID OPENING DATE AND TIME FROM 06/05/12 AT 1:30 P.M. TO 06/12/12 AT 1:30 P.M AND TO ADD THE FOLLOWING DOCUMENTS TO THE RFQ:						
- GSD126413 TECHNICAL QUESTIONS AND ANSWERS 053012						
- GSD126413 PROPOSAL FORM - REV 052312						
END OF ADDENDUM NO. 03						
0001	1	LS		968-42		
MAIN CAPITOL RESTROOM RENOVATIONS PROJECT						
***** THIS IS THE END OF RFQ GSD126413 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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.html 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).

Proposal Form

State of West Virginia – General Services Division

Rest Room Renovations / Restorations

State Capitol Building

Project No. GSD 126413

1.1 NAME OF BIDDER: _____

- A. The undersigned, hereinafter called 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 within the time set forth for the sum of:

1.2 CAPITOL RESTROOMS RENOVATIONS / RESTORATIONS BASE BID

(Breakdown into Group /Phases for accounting purposes only – Bid shall be based on Total Project Cost)

- | | |
|---|----------|
| A. Group Phase 1 | \$ _____ |
| B. Group Phase 2 | \$ _____ |
| C. Group Phase 3 | \$ _____ |
| D. Group Phase 4 | \$ _____ |
| E. Group Phase 5 | \$ _____ |
| F. Group Phase 6 | \$ _____ |
| G. Group Phase 7 | \$ _____ |
| H. Total Project Cost: (In words and numbers) | |

_____ (\$ _____)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

1.3 UNIT PRICES

“Definition: A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the work as described in the Bidding Documents. Unit Prices shall be used solely for the formulation of any change orders subsequently requested for the awarded contract”

<u>UNIT PRICE</u>	<u>UNIT PRICES</u>	
Unit Price No. 1:	Plaster to match existing	\$ _____ Per Square Foot
Unit Price No. 2:	6" CMU	\$ _____ Per Square Foot
Unit Price No. 3a:	0.75"Ø Domestic Waterline	\$ _____ Per Lineal Foot
Unit Price No. 3b:	1.0"Ø Domestic Waterline	\$ _____ Per Lineal Foot
Unit Price No. 3c:	1.5"Ø Domestic Waterline	\$ _____ Per Lineal Foot
Unit Price No. 3d:	2.0"Ø Domestic Waterline	\$ _____ Per Lineal Foot
Unit Price No. 4a:	2.5"Ø Domestic Waterline	\$ _____ Per Lineal Foot
Unit Price No. 4b:	3.0"Ø Domestic Waterline	\$ _____ Per Lineal Foot
Unit Price No. 4c:	3.5"Ø Domestic Waterline	\$ _____ Per Lineal Foot
Unit Price No. 4d:	4.0"Ø Domestic Waterline	\$ _____ Per Lineal Foot
Unit Price No. 5a:	1.25"Ø Sewer or Vent Line	\$ _____ Per Lineal Foot
Unit Price No. 5b:	1.5"Ø Sewer or Vent Line	\$ _____ Per Lineal Foot
Unit Price No. 5c:	2.0"Ø Sewer or Vent Line	\$ _____ Per Lineal Foot
Unit Price No. 5d:	2.5"Ø Sewer or Vent Line	\$ _____ Per Lineal Foot
Unit Price No. 6a:	3.0"Ø Sewer or Vent Line	\$ _____ Per Lineal Foot
Unit Price No. 6b:	4.0"Ø Sewer or Vent Line	\$ _____ Per Lineal Foot

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within the specified time period following issuance of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount specified in the Contract Documents.

No work shall be performed prior to issuance of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the issuance of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

1.4 SIGNATURE OF BIDDER

Name of Firm: _____

Address: _____

City/ State/ Zip _____

Phone No. (____) _____

Fax No. (____) _____

By: _____

Signature: _____
(In colored Ink)

Signed and Sealed this _____ day of _____, 2011

(Seal)

1.5 CONTRACTOR'S LICENSE

West Virginia Contractor's License No. _____

1.6 ADDENDA

- A. The undersigned acknowledges receipt of the following Addenda covering revisions to the Drawings, Specification and Bidding Documents. The cost, if any, of such revisions is included in the prices quoted.

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

1.7 REFERENCES

The undersigned shall provide three references below:

Reference #1 Name: _____

Position: _____

Address: _____

Telephone Number: _____

Project Name: _____

Project Description: _____

Reference #2 Name: _____

Position: _____

Address: _____

Telephone Number: _____

Project Name: _____

Project Description: _____

Reference #3 Name: _____

Position: _____

Address: _____

Telephone Number: _____

Project Name: _____

Project Description: _____

END OF PROPOSAL FORM

Technical Questions & Answers

Question #1: RFQ, backside of Page #1, General Terms & Conditions, Item #7 – is vendor preference applicable to this project? If so, at what amount?

Answer #1: This project is considered a public improvement/construction project, and Resident Vendor Preference does NOT apply to construction projects.

Question #2: RFQ, backside of Page #1, General Terms & Conditions, Item#8 – is this project in fact Tax Exempt?

Answer #2: No. The project itself is not Tax Exempt. The State of WV is exempt from paying or reimbursing federal and state taxes. The State cannot confer its tax exempt status onto any other entity.

Question #3: RFQ, Instructions to Bidders, 1.14, A. Qualifications Statement – is an AIA Qualification Statement required separate from the project listings/references required on the Proposal Form? If so, is it required WITH THE BID?

Answer #3: An AIA Qualification Statement is NOT required. Follow the instructions in Section 1.14A, and provide references on the Proposal Form to indicate qualifications. (See, and use, revised Proposal Form included in this Addendum, correcting clerical error).

Question #4: RFQ, Instructions to Bidders, Proposal Form – the proposal form has the project broken into seven phases. Shall the project be awarded as a lump sum for all seven phases with the breakout for accounting purposes, or can the project be awarded on a portion of the phases?

Answer #4: Project shall be awarded based on the lump sum for all seven phases.

Question #5: RFQ, Instruction to Bidders, Proposal Form 1.7 References – “The undersigned shall provide five references below?”. The Proposal Form only provides space for three references. Is three or five references required? If it is five, is a new Proposal Form going to be issued?

Answer #5: A new Proposal Form is included with this Addendum, to replace the word “five” with “three” in the opening sentence of Section 1.7. Three references are required. The intent is that each reference would reflect a separate project to meet the qualifications requirement of Section 1.14.

Question #6: RFQ, Bid Bond Preparations Instructions, (A) – Please confirm General Services Division to be listed.

Answer #6: “General Services Division” is an acceptable name to use for the Spending Unit or Agency.

Question #7: Refer to Structural-Glazed Wainscot and Toilet Partition Walls, specification 084423, 2.1.A; it is our understanding that W. A. Wilson was involved during the design phase to develop a basis of design for this project and they have request an additional two (2) weeks to price the project. Can the bid date be postponed to allow enough time for proper price as this portion of the project is substantial?

Answer #7: The Bid Opening Date was postponed to June 5, 2012 by Addendum #2. And, is again postponed to June 12, 2012 by this Addendum #3.

Question #8: Refer to Structural-Glazed Wainscot and Toilet Partition Walls, specification 084423, 2.1.A; in our discussion with W. A. Wilson they have indicated the following.

- a. All of the glass will need to be order and manufactured in Europe then shipped to the United States.
- b. Custom toilet partition hardware will need to be developed with C. R. Laurence, a sample manufactured and then approved.

c. A mock-up of the toilet partitions will need to be developed and the hardware will need to be tested by C. R. Laurence (hardware supplier).

At this time (pre-bid) W. A. Wilson cannot provide a timeline for this process and therefore we cannot determine if start date on phase 1 (10 days from the NTP/release of the structural glass order) and the completion date for the contract work is feasible. Please clarify.

Answer #8: The material suppliers mentioned were selected as a standard of quality. Comparable products by other manufacturers are acceptable. See answer to Question #10 below.. The intent is not to limit products to single sources, but the materials for the partition glass and the toilet partition hardware must be shown to be compatible.

Question #9: Refer to Page 5, Exhibit 7 of the Request for Quotation; the Domestic Aluminum, Glass & Steel in Public Works Projects requires that all glass for this project be manufactured in the US, but W. A. Wilson informs us that the only manufacturers are in Europe. Will this requirement be waived?

Answer #9: Almost all of the restrooms being restored are a historic component of a building that is listed on the historic register. The glass wall coverings and partitions are intended to maintain the historic character of the building by replicating the color and appearance of the existing vitrolite. The architects have attempted to find an American made product and if an American glass manufacturer presents a product that matches the appearance and properties they will be considered as an acceptable product. The Exhibit 7 requirement will not be waived, however if no domestic manufacturer produces a comparable product, an exemption applies.

Question #10: Refer to Structural-Glazed Toilet Compartment Hardware, specification 102115, 2.3A; according to W. A. Wilson the hardware (hinges, brackets, etc ...) required for this project will be custom by C. R. Laurence. Currently the documents to contain enough information for any other manufacturer to price this hardware. Is it the intent to have only custom C. R. Laurence hardware?

Answer #10: Add the following subparagraph to Section 102115 Structural Glazed Toilet Compartment Hardware, paragraph 2.1.A:

“Other manufacturers which can provide documentation of compliance with the specifications and drawings will be acceptable to provide the hardware.”

Question #11: If we, as the main contractor, have the experience in preparing complex detailed project schedules, is a scheduling consultant required? Is Primavera an acceptable scheduling software?

Answer #11: If the contractor has adequate scheduling capabilities within their firm, a scheduling consultant will not be required. The Agency prefers Microsoft Project to allow for importing to State’s computers.

Question #12: Please clarify the intent for a project photographer (professional or in-house).

Answer #12: Add the following subparagraph to Section 013233 Photographic Documentation, paragraph 1.B:

“B. The Project Photographer may be in-house or professional, but must be in compliance with the specifications.”

Question #13: Please clarify the intent for a Historic Removal and Dismantling Specialist.

Answer #13: Clarification – Refer to Section 013591 Historic Treatment Procedures. The West Virginia State Capitol is on the National Historic List and procedures for dismantling and restoration must be complied with. This specialist is intended for compliance with proper procedures.

Question #14: Is a full time, non-working, onsite contractor quality control manager required?

Answer #14: REVISE: – Revise the following subparagraph to Section 014000 Quality Requirements paragraph 1.7.B to read:

“B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality control procedures similar in nature and extent to those required for this project.

1. Project quality-control manager may have other Project responsibilities.”

Question #15: Will space per permitted for a construction field office? If so, where?

Answer #15: REVISE: – Revise the following subparagraph to Section 015000 Temporary Facilities and Controls paragraph 2.2.A to read:

“Available space in the Capitol Building is limited. A small space will be provided to the contractor for use as a common-use field office. The Owner will provide space to hold project meetings on the Capitol Campus (103 Michigan Avenue).

1. Location of the office space will be determined by the Owner at the time of construction.”

Question #16: It is our understanding that typically the existing radiators contain lead paint and removal of any hazardous materials is by the Owner. Also, some of these radiators may be removed and/or replaced with the current HVAC upgrades. Please clarify what we are to include (in) our bids in regards to the existing radiators.

Answer #16: CLARIFICATION: –Specification Section 024119 shall be changed to read:

1.9 FIELD CONDITIONS

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials (Asbestos Containing materials -ACM) will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

CLARIFICATION: – Only Steam Radiators in the East and West Wings will be refurbished as indicated in General Note 1 on Sheet M-500.1. If lead paint is found on the radiators, Contractor shall remove radiators, turn radiators over to Owner for removal of lead paint and then stripped radiators will be returned to the General Contractor for repainting, refurbishment and reinstallation.

Question #17: RFQ, Builder’s Risk Insurance is not a requirement. Specifications, State of WV Supplementary General Conditions, 11.3.1 indicates the Contractor is responsible for the Builder’s Risk Insurance. Please clarify if Builder’s Risk is required to be carried by the Contractor.

Answer #17: Builder’s Risk insurance is NOT a requirement on this project.

Question #18: Please extend the Bid Date.

Answer #18: Bid Opening date extended to June 5, 2012 by Addendum #2 and further postponed to June 12, 2012 by this Addendum #3.

Question #19: As reviewed by demolition plan sheets A101.1 thru A701.1, they specify on the plans, what area of plaster ceiling is to be removed.

General demolition note 2A. notes – “provide temporary protection at adjacent areas and temporary support ceiling as required”

Wall Type A-3 is noted to take masonry to existing deck. We have A-3 wall type in nearly every restroom and ceiling will have to be removed that’s not shown on our demo plans for removal. Can the masonry go to 4” to 6” above the existing plaster ceiling or must it go to the structure above as noted for wall Type A3, which will require significant ceiling removal and new plaster repairs?

Answer #19: The plan sheets A101.1 thru A701.1 indicate those ceiling areas that must be removed to provide temporary access for piping and electrical work during construction (Demolition Note D-4). In general Wall Type A-3 is required to extend to the deck for fire protection reasons or other purposes. The clearances required for wall construction are not included under Demolition Note D-4.. The Contractor shall determine what additional plaster ceiling areas must be removed and reinstalled to provide proper access for wall construction.

Question #20: L-1 Lavatory – the lavatory specified only has two (2) holes to mount to wall...The lavatory does not have any holes in bottom of lavatory to mount to the Z-1236 carrier. Please review and clarify.

Answer #20: Lavatories shall be wall mounted (through the 2 holes provided) and will rest snugly on lavatory carrier arms. Level as required with leveling screws. No direct bolted connection is required between lavatory and carrier arm.

Question #21: (re Section) 224212 12-3 Item 2.3 Flushometer Valves, A6: panel finish is typically stn. Steel. Brass is listed is brass required?

Answer #21: Yes, brass is required. Manufacturer will provide these panels with brass finish if requested,. Include model numbers and quantity required. I have requested factory rep to contact local suppliers.

Question #22: (re Section) 2242123.16.02, Item 2.1 Flushometer Valves, B6: finish is typically stn. Steel. Brass is listed. Is Brass required?

Answer #22: Yes, brass is required. Manufacturer will provide these panels with brass finish if requested,. Include model numbers and quantity required. I have requested factory rep to contact local suppliers.

Question #23: (re Section) 224216.13-2,3 Item 2.2 lavatory faucets, b8 finish polished brass, typical commercial is chrome plated, polished brass required?

Answer #23: Yes, polished brass is the required finish. The specified faucet is available from the manufacturer in twenty finishes.

Question #24: Summary does not indicate if we’ll have designated staging area for materials. Please clarify the location for material storage.

Answer #24: Limited staging area will be provided at the Capitol. Contractors shall assume that purchased materials will have to be stored off-site at the Contractor’s facilities until ready for installation.

Question #25: Plumbing drawings indicate new sanitary piping from basement to top floor in approximately 4 areas. We have new piping going thru floors which have no work scheduled or shown. Walls will have to be demolished, piping work installed and wall repaired to original standard finish. Please clarify what type of wall assembly we will be repairing? How will we access these areas and what time of day can we access them? Please clarify as this is a timely process with very little direction or notes on plans.

Answer #25: Typical wall materials are 12x12 red clay tile block (4" to 8" wide) with plaster finish. Cutting and patching work in areas other than restrooms or as indicated on drawings will be performed after consulting with the Owner's Project Manager (work may be scheduled after regular business hours) and with minimal disturbance to existing walls and finishes./ Access pipe chases from corridor side in East Wing where practical. Other working access locations shall be coordinated and approved by architect and GSD prior to construction.