COUNTY COUNCIL of BERKELEY COUNTY, WEST VIRGINIA

Request for Proposal (RFP)

For

Dunn Building Window Replacement
400 W. Stephen Street
Martinsburg, WV, 25401

May, 2011
REQUEST FOR PROPOSALS
REGARDING QUALIFICATION AND PRICE PROPOSALS FOR
WINDOW REPLACEMENT

The County Council of Berkeley County, West Virginia (herein referred to as the “County Council” or “Council”) is requesting Qualification and Price Proposals from interested parties for Window and Sill Replacement in the Dunn Building located at 400 West Stephen Street, Martinsburg, WV, 25401.

The County Council (or its designated representatives) will be evaluating submissions to this request and will ultimately select a firm judged to be both responsible and responsive to the request in every way, including having offered the most beneficial, appropriate price proposals. The County Council reserves the right to interview some or all prospective firms to discuss Qualifications & Price Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by the County Council is available from the County Council Office, 400 W. Stephen Street, Suite 201, Martinsburg, WV 25410, or by telephone at 304-263-1923. Inquiries should be directed to Jay Russell, Facilities Director, at 304-267-3721.

A Mandatory Pre-Proposal Conference will be held at 10:00 AM on Monday, May 23, 2011 in the Dunn Building, 400 W. Stephen Street, Room 205, Martinsburg, WV, 25401. Attendance at this conference is mandatory for those wishing to submit proposals.

Three (3) copies of submittals of Qualification & Price information from interested businesses should be enclosed in a sealed opaque envelope marked “Berkeley County Window Replacement Bid”. Proposals must be submitted and time-stamped into the County Council Office, Room 201, 400 W. Stephen Street, Martinsburg, WV, 25401 no later than 4:00 p.m. on Wednesday: June 8, 2011. Failure to provide the required information as requested in the RFP for Berkeley County’s review may result in disqualification.

Proposals will be opened and entered into public record at 11:00 AM on Thursday, June 9, 2011 in the County Commission Meeting Room, 400 W. Stephen Street, Room 205, Martinsburg, WV, 25401.

Berkeley County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. Berkeley County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability for the provision of services.

Berkeley County reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of the Berkeley County Council.
I. INTRODUCTION:

Proposals are being requested from Contractors to provide window and sill replacement for the Dunn Building which is owned and maintained by the County Council of Berkeley County, West Virginia, (hereinafter referred to as “County Council” or “Council”). Only written responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

II. BACKGROUND:

Berkeley County is located in the eastern panhandle of West Virginia. According to 2010 Census information, Berkeley County has a population of 104,169 making it the second-most populous county in West Virginia, behind Kanawha. Martinsburg is the County Seat.

The county lies adjacent to the Washington-Baltimore Metropolitan area and is one of three counties in the Hagerstown-Martinsburg, MD-WV Metropolitan Statistical Area.

Partly because of its proximity to Washington, D.C., Berkeley County is the fastest growing county in the State of West Virginia and among the fastest growing in the entire country.

Berkeley County is currently governed by a five (5) member County Council.

III. SCOPE OF WORK

A. GENERAL

Remove and dispose of approximately 44 old windows and 24 window sills and replace windows and sills per specifications. The windows are located on the first and second floor and are of various sizes. This is a grant funded project. As such, the above indicated number of windows are approximate. There is the possibility that the actual number of windows will increase or decrease based on the successful bid. NOTE: Bidder shall be responsible for verifying all measurements and quantities prior to the bid.

1. GUIDELINES AND REQUIREMENTS
   a. Contractor shall be responsible for identifying all utilities that could impact the safe and timely completion of the work. Contacting the appropriate utility authority prior to commencement of work shall be the responsibility of the Contractor.

   b. Contractor and all subcontractors must pay the higher of the U.S. Department of Labor Minimum Wage Rates or the West Virginia Division of Labor Wage Rates (prevailing wage) as established for Berkeley County, pursuant to West Virginia Code § 21-5A, et. seq.

   c. All City of Martinsburg B & O taxes apply to this project and are the responsibility of the Contractor.

   d. Contractor’s operations shall be conducted Monday through Friday only from the hours of 7:00 AM until 4:00 PM. Work on holidays and weekends must be pre-approved by Berkeley County.
Contractor shall provide all tools, equipment, materials and labor to complete this project.

Contractor will be responsible for any and all damages associated with this project. Bidders are hereby informed that the Dunn Building will be open to the public during the work. Contractor will coordinate parking of vehicles and equipment with the designated County Representative during the work.

Contractor will clean up all work areas at the end of each workday. Work area will be cleaned at the completion of work. Excess masonry materials are contractor's property and must be removed immediately upon completion of work. All waste is to be legally disposed of off of County property. Vehicles and equipment shall be removed immediately upon completion of work.

Contractor shall follow all applicable OSHA requirements for this project. Contractor shall provide any applicable MSDS sheets for all materials used on this project prior to commencing work.

Contractor will have a Supervisor on-site at all times. Supervisor must speak conversational English.

Contractor must contact Jay Russell, Facilities Director, at 304-267-3721, or Alan J. Davis, Deputy County Administrator, at 304-267-5102, should there be any questions or problems.

Contractor must state estimated time of completion on bid form.

Contractor shall have prior approval for designated material storage areas and commercial vehicle parking from Berkeley County.

Contractor shall furnish Berkeley County with a list of all materials and mixes used on this project at the completion of the work.

Contractor will be responsible for barricading and posting the work area as necessary to protect the public.

Contractor will be responsible for contacting and obtaining permission of the City of Martinsburg Police and Public Works Departments prior to blocking vehicle traffic. Safety signage shall meet the Manual on Uniform Traffic Control Devices (MUTCD) standards.

Contractor shall provide the County with a written work schedule prior to the commencement of work.

Contractor will be required to provide a two (2) year workmanship warranty. The warranty is to commence upon final acceptance of the work by the County Council.
2. WINDOW SPECIFICATIONS
   a. Windows shall be Modu-line Model MWI-34P. See Appendix A which details required specifications. Color shall be Dark Bronze. When ordering windows, the Contractor should stipulate that window grids must be placed between the panes of thermo-glass. All windows are to be installed per manufactures specifications. Windows including glass shall be cleaned inside and out after installation.

3. BRICK SILLS
   a. Replacement sills must be brick. Brick and mortar shall match the existing surrounding brick and mortar. Existing brick shall be kept protected and cleaned during sill installation. The Contractor will be required to erect temporary protective covers as necessary over walkways and at points of pedestrian and vehicle entrance and exit that must remain in place during the course of work.

4. MISCELLANEOUS
   a. Contractor will also be responsible for all miscellaneous matters necessary for completion of window and sill replacement.

IV. Q&E / TECHNICAL PROPOSAL:

Respondent shall respond to and reference each section and subsection for portion(s) of RFP proposal. At a minimum, your Qualifications Proposal shall include the following information. Failure to discuss each item may deem the submittal non-responsive and may result in non-consideration of respondent's services.

A. Firm Information
   1. Name, address, telephone number, fax number of Contracting firm and parent company, if any, from which the project will be managed.
   2. Nature of Contracting firm and parent company, if any.

B. Firm Capabilities
   1. Describe the size of your firm/project office as related to size of staff.

C. Firm Principals and Background
   1. Submit the names, titles, and resumes of the "principal" staff member(s) who will be responsible for the project during the performance of the contract. Please assure that the information provided includes specialized experience and technical competence in providing relevant services on similar sized projects during the past five (5) years.
   2. Describe in depth the operations team available to the "principal" staff member(s).
Include an organizational chart of manpower, titles, qualifications, roles in contract performance, and availability for telephone consultations and on-site meetings.

3. Provide a list of at least three (3) but no more than five (5) similar and/or relevant projects that you have completed during the past five (5) years. This information must include the business name, contact person, address, email address, and phone number.

D. Miscellaneous Requirements:

All proposals must provide written proof that:

➢ The selected Company/Contractor is licensed to conduct business in the State of West Virginia and the City of Martinsburg.

➢ West Virginia Code § 21-11-2 requires that all persons performing contractual work in West Virginia must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor’s license. West Virginia Code § 21-11-11 requires any prospective Bidder to include the contractor’s license number on their bid. The successful Bidder will be required to furnish a copy of their contractor’s license prior to issuance of the contract.

➢ The selected Company/Contractor must certify that it is employing only US Citizens or those persons legally in the United States.

➢ The selected Company/Contractor must show proof of current workers compensation coverage or payroll information which will show that coverage is not required.

E. All technical proposals should include any conclusions, remarks and/or supplemental information that is pertinent to this request. Submitters are also required to provide written information regarding their inability to conform to any of the technical requirements listed above. Failure to do so will result in disqualification of proposal.

V. PRICE PROPOSAL:
A. At a minimum, your Price Proposal shall include the following:

1. A lump-sum price quotation based on the estimated number of windows and sill to be replaced. Attachment B.

2. A cost per window and sill replacement in the event additional windows are added. Attachment B.

3. Fully executed Non-Collusion Certificate - Attachment C.

4. Proof of current business and contractor’s licenses.

5. Statement that only US Citizens or legal immigrants are employed.
6. Proof of current workers compensation coverage, if required.

7. Any conclusions, remarks and/or supplemental information pertinent to this request.

VI. TERM OF CONTRACT:

A. The contract will commence upon award by the County Council. Work is expected to be done with one (1) year from bid award.

B. If the Firm and/or Company awarded the bid subsequently fails to comply with the specifications, it will be given thirty (30) calendar days' notice to render satisfactory service. If at the expiration of such thirty (30) calendar days' notice, the unsatisfactory conditions have not been corrected, the County Council reserves the right to terminate the contract.

VII. USE OF EXISTING DOCUMENTS:

Berkeley County will cooperate to the fullest extent by making available to the Firm/Company all documents pertinent to this service that may be in the County Council’s possession. Berkeley County makes no warranty as to the accuracy of existing documents nor will the County Council accept any responsibility for errors and omissions that may arise from the Firm/Consultant having relied upon them.

VIII. COMPENSATION TO THE CONTRACTOR:

Invoices must be submitted to:

Berkeley County Council
400 W. Stephen Street
Suite 201
Martinsburg, WV, 25401

Payment will be made within thirty (30) days of receipt and approval.

IX. INSURANCE REQUIREMENTS:

Professional Liability – The successful Bidder must show evidence of professional liability insurance coverage in the amount of one million ($1,000,000) dollars, with a minimum coverage of one million ($1,000,000) dollars per occurrence and one million ($1,000,000) dollars aggregate and must include coverage for errors, omissions and negligent acts, prior to execution of a contract with Berkeley County.

X. PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:

The successful Bidder will be required to furnish, at the Bidder’s expense, a Performance Bond and a Labor and Material Payment Bond for One Hundred Percent (100%) of the contract award. Bonds must be issued by a company licensed to transact surety insurance in West Virginia.
X. SELECTION PROCESS:

A. This solicitation is issued pursuant to the implementation of Berkeley County’s Purchasing Policy. Berkeley County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.

B. A Selection Committee appointed by the County Council will evaluate responses to this request and select those firms judged to be most qualified.

C. It is the County Council’s intent to open and review each firm’s Qualifications & Experience/Technical Proposal to determine a firm’s qualifications, experience and technical approach to the services. If the Selection Committee determines that a firm’s Qualifications & Experience/Technical Proposal is acceptable, than price will be considered.

D. Since it is the County Council’s desire to select the most qualified firm, the Selection Committee reserves the right to schedule oral presentations from those firms it deems most qualified, to take place within ten (10) business days following notification.

E. Selection criteria to be used by the Committee are:

1. Responsiveness to the scope of work and these instructions;
2. Past performance of the firm including timely completion of services, compliance with scope of work performed within budgetary constraints, and user satisfaction;
3. Specialized experience and technical competence in performing relevant services in the past ten (10) years, including qualifications of staff members who will be involved in these services;
4. Oral presentations, if required;
5. Composition of the principals and staff assigned to provide these services, particularly the proposed manager and immediate staff, and their qualifications and experience with services such as that being proposed;
6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
7. Firm’s capacity to perform the work, giving consideration to current workloads;
8. Firm’s familiarity with problems applicable to this type of services;
9. References from previous clients, including size and scope of the services, name and telephone number of contact person.
XI. **PROPOSALS AND AWARD SCHEDULE:**

A. Proposals received prior to the deadline will be treated as confidential, until receipt of all proposals and opening of the same. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.

B. It is expected that the contract award will be made within forty-five (45) calendar days after the opening of proposals. The contract will be awarded to the Company whose proposal, conforming to this request, will be the most advantageous to Berkeley County.

C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.

D. Proposals may not be altered or amended after they are opened.

E. The approval or disapproval of the Company's Proposal will be determined by its response to this request and on past performance. No assumptions should be made on the part of the Firm/Company as to this Committee's prior knowledge of their abilities.

F. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

XII. **TERMS AND CONDITIONS:**

A. The County Council reserves the right to reject any or all proposals or to award the contract to the next recommended Company if the successful Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.

B. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

C. Any proposal may be withdrawn up until the date and time set within this RFP for the opening of the proposals. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to Berkeley County the services set forth above, in the manner and at the costs set forth.

D. The selected Company shall be required to enter into a contract agreement with the County Council. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Berkeley County In-House Legal Director and shall contain, at a minimum, applicable provisions of this request for proposal. The County Council reserves the right to reject any agreement that does not conform to this request for proposal and any Berkeley County requirements for agreements or contracts.

E. Selected Firm/Company shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Berkeley County Council.

F. No reports, information or data given to or prepared by the Firm/Company under this agreement shall be made available to any individual or organization by the Firm/Company.
without the prior written approval of the Berkeley County Council.

G. Firms/Companies shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County Council under the West Virginia Freedom of Information Act.

H. Berkeley County shall not be liable for any costs incurred by the Firm/Company in regard to preparation of its proposal.

I. Berkeley County reserves the right to request interviews.

J. The County Council reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of the County.

K. Berkeley County reserves the right to not hold discussions after award of the contract.

L. By submitting a proposal, the Firm/Company agrees that it is satisfied, as a result of its own investigations of the conditions set forth in this request, and that it fully understands the obligations set forth therein.

M. The Firm/Company shall abide by and comply with the true intent of the RFP and its Scope of Work and shall not take advantage of any unintentional error, ambiguity or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein. Clarifications may be requested and dealt with at the Pre-Proposal Conference.

N. The Firm/Company hereby represents and warrants:

1. That it is now, or will be by the time its Proposal is opened, qualified to do business in the State of West Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

2. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;

3. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;

4. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
O. In addition to any other remedy available to Berkeley County, breach of any of the services contracted herein shall, at the election of the County Council, be grounds for termination of the contract. Failure of the County Council to terminate the contract shall not be considered or construed as either a waiver of such breach or as a waiver of any rights or remedies granted or available to Berkeley County.

P. **HOLD HARMLESS/INDEMNIFICATION:** If a contract is awarded, the successful Firm/Company will be required to indemnify and hold Berkeley County, its agents and/or employees harmless from and against all liability and expenses, including attorney’s fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Firm’s/Company’s performance of the contract awarded. Any property or work to be provided by the Firm/Company under the contemplated contract will remain at the Firm’s/Company’s risk until written acceptance by the County Council; and the Firm/Company will replace, at Firm’s/Company’s expense, all such property or work damaged or destroyed by any cause whatsoever, prior to its acceptance by the County.

Q. **Termination for Convenience:** Berkeley County may terminate this or any contract, in whole or in part, whenever the County Council determines that such termination is in the best interest of the County, without showing cause, upon giving 30 days written notice to the Firm/Company. Berkeley County shall pay all reasonable costs incurred by the Firm/Company up to the date of termination. However, in no event shall the Firm/Company be paid any amount that exceeds the price proposed for the work performed. The Firm/Company will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

**Termination for Default:** When the Firm/Company has not performed or has unsatisfactorily performed the contract, Berkeley County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County Council. Failure on the part of a Firm/Company to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Firm/Company will be paid for services satisfactorily rendered prior to termination less any excess costs incurred by Berkeley County in re-procuring and completing the work.

R. The contractual obligation of Berkeley County under the contemplated contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

S. **INTERPRETATION:** The contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

XIII. **INTERPRETATIONS, DISCREPANCIES, OMISSIONS:**

Should any Firm/Company find discrepancies in, or omissions from, the documents or be in doubt of their meaning, they should at once request in writing an interpretation from the County Council. All necessary interpretations will be issued to all Firms/Companies in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any
Firm/Company to receive any such addendum or interpretation shall not relieve such Firm/Consultant from any obligation under their proposal as submitted. Berkeley County will assume no responsibility for oral instructions or suggestions. ORAL ANSWERS SHALL NOT BE BINDING ON BERKELEY COUNTY. No requests received after 4:00 p.m., Friday, May 27, 2011 will be considered. Every interpretation made by Berkeley County will be made in the form of an addendum that, if issued, will be sent by Berkeley County to all interested parties.

LIST OF APPENDICES THAT ARE ATTACHED

Attachment A – Modu-Line Window Specifications
Attachment B – Price Proposal Summary Sheet
Attachment C – Non-Collusion Certificate
Dunn Building
Martinsburg, WV
EVENLINE SERIES 24P - Fixed

*************************************************************
Moduline Window Systems
Guide Specification
Aluminum Windows
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SECTION 08520
FIXED ALUMINUM WINDOWS

PART 1 GENERAL

1.01 SUMMARY
A. Section Includes:
   1. Aluminum Prime Windows:
      a. Type: Fixed
      b. Category: Special Feature Architectural
      c. Designation: F-AW 65
   2. Window Components:
      a. Hardware.
      b. Sealants.
      c. Glazing.
      d. Weatherstripping.
      e. Thermal Barrier.
   3. Installation Accessories:
      a. Anchoring.
      b. Mullions.
      c. Aluminum Trim.
B. Related Sections: (Architect select as required on project)
   a. Section 01340 - Shop Drawings, Product Data, and Samples.
   b. Section 01610 - Transportation and Handling.
   c. Section 01620 - Storage and Protection.
   d. Section 01710 - Final Cleaning.
   e. Section 01740 - Warranties and Bonds.
   f. Section 02070 - Selective Demolition.
   g. Section 07190 - Vapor Retarders.
   h. Section 07195 - Air Barriers.
   i. Section 07900 - Joint Sealers.
   j. Section 08800 - Glass and Glazing.

1.02 TESTING AND PERFORMANCE REQUIREMENTS

A. Test Units: Units shall be glazed, completely assembled, constructed and tested with ventilators closed and locked in accordance with Drawings and Specifications.
   1. Air, Water, and Structural Tests: Unit sizes
shall be not less than 5'-0" x 8'-0"

2. Thermal and Condensation Tests: Unit sizes shall be 4'-0" x 6'-0" with framing configuration specified in AAMA 1503.1 and shall be mounted in test chamber, sealed and anchored in manner representative of building installation. Except for size, units shall contain same weepholes, hardware, and operating characteristics as windows tested for air, water and structural compliance.

B. Test Procedures and Performance:
1. Test sequence is optional except that air infiltration test shall precede water resistance test. Concentrated load tests may be performed on separate ventilators of identical size and design as used for air, water and uniform load tests.

2. Air Infiltration Test:
   a. Test unit in accordance with ASTM E 283 at 6.24 PSF static air pressure difference.
   b. Air infiltration should not exceed .10 CFM/FCP for ventilator units and 0.06 CFM/SF for fixed units.

3. Water Resistance Test: There shall be no water leakage when tested in accordance with ASTM E 331 at 12 PSF static air pressure difference.

4. Uniform Load Deflection Test: No member shall deflect more than 1/175 of its span when tested in accordance with ASTM E 330 at static air pressure of 65 PSF with high pressure applied first on one side of unit and then on the other side.

5. Uniform Load Structural Test:
   a. Test unit in accordance with ASTM E 330 at static air pressure difference of 107.5 PSF with high pressure applied first on one side of the unit and then on the other side.
   b. At conclusion of test there shall be no glass breakage, permanent damage to fasteners, hardware parts, support arms or actuating mechanisms, nor any other damage to window which would cause it to be inoperable. Permanent deformation of any frame or ventilator member shall not exceed 0.2% of its span.

6. Condensation Resistance Test: When tested in accordance with AAMA 1503.1, the Condensation Resistance Factor (CRF) Class shall be not less than C50 as classified by AAMA 1504.

7. Thermal Transmittance Test: When tested in accordance with AAMA 1503.1, the Thermal Transmittance (U-Value) Class shall not exceed U50 as classified by AAMA 1504.
1.03 REFERENCES (SEE AAMA GS-001 and AAMA 101 FOR CURRENT APPLICABLE LISTINGS)
A. AAMA (American Architectural Manufacturers Association):
B. ANSI (American National Standards Institute):
C. ASTM (American Society for Testing and Materials):
D. CPSC (Consumer Product Safety Commission):
E. FGMA (Flat Glass Marketing Association):
F. GSA (General Services Administration):

1.04 SUBMITTALS

A. Provide submittals in a timely manner to meet required construction completion schedule and in accordance with Section 01340.
1. Shop Drawings:
   a. Shall be complete and legible.
   b. Show components complete with dimensions, material and details of anchoring and fastening.
   c. Show finishes, sealants and other information indicating compliance with Specifications.
   d. Show window manufacturer's glazing instructions.
   e. Show recorded field measurements on final drawings.
2. Samples:
   a. Components: Submit samples of anchors, fasteners, hardware, assembled corner sections and other materials and components if requested by architect.
   b. Finish: Submit color samples for approval by architect which represent the allowable range of finish established from production material specified.
B. Test Reports: Submit test reports from independent laboratories verifying all performance requirements specified in Article - 1.02 TESTING AND PERFORMANCE REQUIREMENTS. Calculations: Submit test results and engineering calculations indicating adequacy of materials, anchors, fasteners, and other loadbearing components to meet uniform load deflection and structural requirements.
C. Warranties: Submit written copies including application procedures specified in article - 1.06 WARRANTIES.

1.05 DELIVERY, STORAGE AND HANDLING
A. Protect materials from damage before installation per instructions and in accordance with Sections 01610 and 01620.

1. Materials shall be packed, loaded, shipped, unloaded, stored and protected in manner which will avoid abuse, damage, and defacement in accordance with AAMA CW-10.

2. Remove wrappings and interleavings that are wet or which could become wet when unloading materials.

3. Store inside if possible in a clean, well drained area free of dust and corrosive fumes.

4. Stack vertically or on edge so that water cannot accumulate on or within materials. Use nonstaining wood or plastic shims between components to provide water drainage and air circulation.

5. Cover materials with tarpaulins or plastic hung on frames to provide air circulation and prevent contaminants from contacting aluminum.

6. Keep water away from stored assemblies.

1.06 WARRANTIES

A. Window System:

1. Contractor shall warrant for one year the satisfactory performance of the window installation which includes windows, hardware, glass, glazing, and anchorage as called for by the Specifications and approved shop drawings.

2. Window manufacturer shall provide written 10 year warranty against defects in materials and workmanship in accordance with Section 01740.

PART 2 PRODUCTS

2.01 MANUFACTURER

A. Drawings and Specifications are based on Moduline Window Systems Series 24P.

1. Frames:
   a. Wall Thickness: 1/8 (0.125)"
   b. Depth: 3 1/4"
   c. Design: 1 3/4" exterior perimeter sightline, equal leg with return caulk backer.

2. Thermal Barrier:
   a. Separation: 3/8"
   b. Design: Provide poured-in-place polyurethane thermal barriers.
B. Substitutions: Windows by other manufacturers with at least ten years of experience building similar products will be considered. Comply with substitution procedure specified in Division One - General Requirements. Submit following information not less than ten working days before Bid Date with request for substitutions:

1. Test Reports specified in Article - 1.02 TESTING AND PERFORMANCE REQUIREMENTS.
2. Samples specified in Article - 1.04 SUBMITTALS.
3. If requested, other information required for evaluation of proposed substitutions.

2.02 MATERIALS

A. Aluminum: Provide material of proper alloy and temper to meet specified requirements and compatibility with specified finishes.

2. Sheet: Comply with ASTM B 209.

B. Anchoring: Material shall be of adequate strength required to meet the uniform load deflection and structural testing specified in Article - 1.02 TESTING AND PERFORMANCE REQUIREMENTS.

1. Fasteners:
   a. Concealed: Provide aluminum, cadmium plated steel or heavy cadmium plated carbon steel per GSA QQ-P-416C or ASTM A 165, zinc plated steel per ASTM B 633 or ASTM A 123, or 300 Series stainless steel.
   b. Exposed: Provide 300 Series stainless steel.

2. Anchors:
   a. Concealed: Provide aluminum, zinc plated steel (after fabrication) per ASTM B 633 or ASTM A 123, stainless steel, or carbon steel painted (after fabrication) with zinc-chromate or other acceptable primers not containing lead.
   b. Exposed: Provide aluminum or 300 Series stainless steel.

C. Sealants: Color of exposed sealants shall be compatible with adjacent window materials.

1. Nonworking Joints: Comply with AAMA 803.3.
2. Window Components: Sealing material shall be suitable for application specified and approved by window manufacturer.
3. Perimeter: Comply with AAMA 808.3 and Section
D. Glazing: Windows shall be factory glazed.
1. Glass: Provide in accordance with Section 08800.
   a. Annealed glass shall meet ASTM C 1036.
   c. Laminated glass shall contain bonding plastic interlayer manufactured by Monsanto Chemical Company and shall meet ANSI Z97.1 and CPSC 16 CFR 1201.
   d. Sealed insulating glass shall meet ASTM E 774, Class B or higher.
2. Glazing Materials: Units shall be wet glazed using silicone cap beads
   b. Back Bedding Glazing Tapes: Preformed elastomeric material used to bed glass or panels to surrounding aluminum shall meet AAMA 804.1 or AAMA 806.1.
   c. Expanded Cellular Glazing Tapes: Preformed elastomeric material attached to glazing beads used to fill glazing pocket and as a backer for silicone cap bead shall meet AAMA 810.1.
   d. Toe or Heel Beads: Pumpable material used to control air and water penetration in glazing joints shall meet GSA TT-S-1657 and AAMA 802.3.
   e. Cap Beads: Provide Type II Class A, pumpable silicone sealant applied within manufacturer's specified range of ambient temperatures and recommended cure time, in compliance with GSA TT-S-1543A and ASTM C 920.

2.03 FABRICATION

A. Frames: Units shall be machined, mechanically fastened and sealed to form a watertight joint.
B. Thermal Barrier: Mechanical fasteners or welded components shall not be attached through or into thermal barriers. Hardware items shall not bridge thermal barriers unless units tested also had the thermal bridges.
C. Installation of Glazing:
   1. Vision glass shall be installed and replaceable from the interior.
   2. Spandrel glass shall be installed and replaceable from the exterior.
Exterior.
D. Glazing Weepholes: Windows incorporating sealed insulating glass units shall be designed so that water entering the space around the unit will be drained and will not remain in contact with the edge seal of the glass at any point.

Architect Edit Finish Section:
215-R1

2.04 FINISHES
A. Finish: Provide coverage on all exposed areas of aluminum windows and components.
1. Type: Architectural Class I clear anodizing.
2. AAMA Specification: Comply with AAMA 611.
4. Color: 215-R1

A44

2.04 FINISHES
A. Finish: Provide coverage on all exposed areas of aluminum windows and components.
1. Type: Architectural Class I two-step color anodizing.
2. AAMA Specification: Comply with AAMA 611.

70% polyvinylidene fluoride (Kynar 500)

2.04 FINISHES
A. Finish: Provide coverage on all exposed areas of aluminum windows and components.
1. Type: Provide 70% polyvinylidene fluoride (Kynar 500) baked-on high performance organic coating
2. AAMA Specification: Comply with AAMA 605.2
3. Aluminum Association Designation: AA-M10-C41-RIX
4. Color: Custom Nonmetallic, Nonexotic Tone To Be Selected By Architect
PART 3 EXECUTION

3.01 INSPECTION

A. Remove existing windows when required in accordance with Section 02070. Verify that openings are dimensionally within allowable tolerances, plumb, level, clean, provide a solid anchoring surface and are in accordance with approved shop drawings.

B. Do not install windows until unsatisfactory conditions are corrected.

3.02 INSTALLATION

A. Install windows with skilled tradesman in accordance with approved shop drawings and Specifications.

B. Aluminum that is not protected by an organic coating shall be insulated from direct contact with steel, masonry concrete, and noncompatible materials by bituminous paint, zinc chromate primer or other suitable insulating material.

C. Plumb and align window faces in a single plane for each wall plane. Erect square and true. Anchor to maintain position when subjected to normal thermal and building movement, seismic forces and specified wind loads.

D. Apply sealants at joints and intersections and at opening perimeters in accordance with approved shop drawings and Section 07900 to provide watertight installation. Wipe off excess material and leave exposed surfaces and joints clean and smooth.

E. Install glass and glazing in accordance with approved shop drawings and Specifications to provide satisfactory, leak-free installation.

3.03 FIELD QUALITY CONTROL

A. The Owner reserves the right to conduct on-site air and water infiltration tests of installed units with architect and window manufacturer's representative present. Architect will select units to be tested. If units fail to meet specified requirements, determine reasons for failure.

B. Tested units not meeting specified requirements and units having similar deficiencies shall be corrected at no cost to owner.

C. Cost for successful tests shall be paid by owner. Unsuccessful tests shall be paid by contractor.
D. Testing shall be by agency acceptable to architect and window manufacturer and employed by contractor.

3.04 ADJUSTING AND CLEANING

A. After installation and testing, windows and glazing shall be inspected, adjusted, and left clean and free of labels and dirt. Protect finished installation against damage.

B. Final cleaning of anodized finish shall be in accordance with AAMA 609.1 and Section 01710.

C. Final Cleaning of painted finish shall be in accordance with AAMA 610.1 and Section 01710.

END OF SECTION
EVENLINE SERIES 24P
RENAISSANCE

S-24P-R-B-07-30-04
ATTACHMENT B
PRICE PROPOSAL

INSTRUCTIONS
This sheet must be placed on the very top of your price proposal. The County Council will utilize this sheet for purposes of reading the proposal into the public record.

Berkeley County Council
400 West Stephen Street
Suite 201
Martinsburg, WV, 25401

Bid Title: Dunn Building Window Replacement

Bid Due Date & Time: Wednesday, June 1, 2011 no later than 4:00 PM

Bid Opening Date & Time: Thursday, June 2, 2011 @ 11:00 AM

We have received all documents related to the above referenced project. We have examined all documents, attended the mandatory pre-bid conference, and have had the opportunity to examine the site area where work is to be performed. We hereby propose to furnish all labor, materials, equipment and incidentals and to perform all operations necessary and required for the successful completion of the project.

Lump Sum (based on ____ windows and ____ window sills):$

Single Price: Per Window:$. Per Window Sill:$_

Estimated Completion Time (in work days):

Contractor Name and Address:

By: (Authorized Signature) (Date)

Title:

West Virginia Contractor's Number:
ATTACHMENT C
NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the ________________________

(Title)

and the duly authorized representative of the firm of ________________________

__________________________________________

whose address is _____________________________

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

(a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;

(b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the County Council of Berkeley County, West Virginia, administrative or supervisory personnel or other employees of Berkeley County have any interest in the bidding company except as follows: (complete if applicable)

________________________________________________________________________

________________________________________________________________________

I solemnly affirm under the penalties of perjury that the contents of the aforesaid paper are true to the best of my knowledge, information, and belief.

__________________________
Signature

__________________________
Date

__________________________
Printed or Typed Name