



**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

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Kreps and Zachwieja  
300 Capital Street, Suite 1710  
Charleston, WV 25301

FreemanWhite, Inc.  
8845 Red Oak Blvd  
Charlotte, NC 28217

February 11, 2009

Ms. Roberta Wagner, Senior Buyer  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, West Virginia 25305-0130

Re: Req#: LBS90030  
Professional Architectural and Engineering Services  
BPH - Laboratory Services

Dear Ms. Wagner:

The task of designing your new physical environment represents an opportunity to evaluate and redesign the way that your staff works and provides services. Our interest goes beyond aesthetic appearance and image. Our focus during planning and design is on the **Bureau for Public Health's** operations, the way your staff works and the experience of those who interact with the Office of Laboratory Services on a daily basis. We will encourage your staff to challenge their assumptions, the way they work, and the way they deliver services with the goal of helping them create a solution that responds effectively to the challenges they face. Our end goal is the same as with every endeavor - to **focus on the Bureau for Public Health's clinical and operational success.**

The continued implementation of **full automation, the growth of outreach testing, and the diversity of testing** are all having major operational impacts on the future of the clinical laboratory. Paired with an increasing shortage of qualified medical technologists, the challenges for administrators and their lab managers are significant. While central lab automation has greatly improved turnaround time, reduced labor costs, and reduced errors, many challenges still remain; especially those related to basic operational organization and flow. The location of the clinical laboratory in relation to those that it serves is of significant importance.

State-of-the-art clinical laboratory design—exploring the use of process-based Lean thinking principles and work cell organizational strategies—will be a major component of the design process. Establishing a master plan current and future needs that is flexible, adaptable to ever changing technologies, highly functional and safe will be of paramount importance.

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WV PURCHASING  
DIVISION

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**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



Ms. Roberta Wagner  
February 11, 2009  
Page Two

To create a preeminent clinical laboratory for the Bureau for Public Health, the planning and design team needs to understand how the physical design will support the mission, vision, and operational goals of your organization, while enhancing the individual service lines. In addition, the design must facilitate operational efficiency and unsurpassed user satisfaction in a "singular" environment. The team of Kreps & Zachwieja/FreemanWhite brings the unsurpassed expertise and experience to deliver consulting and design services that meets these goals.

Kreps & Zachwieja has long standing legacy of delivering state-of-the-art design to healthcare and other facilities in West Virginia and the surrounding region. This experience, combined with their exemplary record with State and Local review authorities, offers the Bureau for Public Health a solid record of achievement from a *local* firm.

FreemanWhite is a consulting and design firm that changed the face of architecture over fifteen years ago. After having delivered traditional architectural services for over 116 years (since 1892), FreemanWhite redesigned our firm to include a focus on strategic planning, operational redesign, and technology integration as significant drivers of design. In addition to our excellent clinical planners and designers, our "non-traditional" staff includes process improvement experts, reimbursement and business analysts, research analysts, operational computer simulationists, and technology planning. This entire design team will be focused on the business and operational issues of delivering advanced laboratory services, and translating those issues into inspiring design work for your project.

Kreps & Zachwieja/FreemanWhite understands the challenges the Bureau for Public Health faces. This team has worked together for the benefit of many clients and projects in West Virginia; and we have immensely enjoyed our working relationship and the mutual clients that we serve. It is our sincere hope that you and your staff understand our commitment to excellence as you review this submission. As always, our client's best interests remain at the heart of what we do.

Thank you, in advance, for considering the Kreps & Zachwieja/FreemanWhite Team.

Sincerely,

Mark Zachwieja, AIA  
President  
Kreps and Zachwieja

Bruce W. Moore, AIA  
Principal  
FreemanWhite Inc.





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
LBS90030

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

VENDOR

\*709021845      304-346-5361  
 KREPS & ZACHWIEJA ARCH CONSULT  
 300 CAPITOL STREET STE 1710  
  
 CHARLESTON WV 25301

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BPH - LABORATORY SERVICES  
  
 167-ELEVENTH AVENUE  
 SOUTH CHARLESTON, WV  
 25303      304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/28/2009				

BID OPENING DATE: 02/12/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.  EXHIBIT 10  REQUISITION NO.: LBS90030  ADDENDUM ACKNOWLEDGEMENT  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NO.'S: NO. 1 <i>[Signature]</i> NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

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'



State of West Virginia  
 Department of Administration  
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             SIGNATURE            KREPS &amp; ZACHWIEJA / FREEMAN WHITE            COMPANY            10 FEBRUARY 2009            DATE         </p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-00-00-001		
EXPRESSION OF INTEREST - ARCHITECTURAL/ENGINEERING						
***** THIS IS THE END OF RFQ LBS90030 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



Addendum questions and comments with responses

Question: On page 5, Part, 2.1 - Location:

Change the address from:

165 11th Avenue, South Charleston, WV 25309

Response: Address to read:

167 11th Avenue, South Charleston, WV 25303.

Question: Was wondering if you might provide the size (square footage) of this project and any anticipated budget for the improvements.

Response: The current hygienic lab building which was built in the early 1950s and has approximately 42,000 sq ft which would require complete renovations, with some exception of electrical and HAVC renovations which were completed in 2007. The space for new construction would be to replace space currently being leased, which is approximately 6,000 sq. ft. However, our goal would be to consider plans which accommodate phasing of space into new space during renovations of the 1950s space then completion of renovations to accommodate relocation of labs and staff out of the leased space. Size of the new construction could vary depending on the efficiency of the overall project phasing. The budget for this project will be discussed with the top rank firm during negotiation.

Question: In regards to the above RFQ, can you tell me if any scientific laboratory equipment or laboratory workstations will be quoted at this time?

Response: This project could include recommendations for new equipment and workstations. It will also include space for current equipment recently leased and/or purchased.

End of Addendum

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun

**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 materials, 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

**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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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

**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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated

Vendor's Name: Kreps and Zachwieja Architects/Consultants, Inc.

Authorized Signature:  Date: NOVEMBER 26, 2008