



**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.



Edward Tucker
ARCHITECTS, INC.

February 19, 2010

Mr. John Abbott
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

re: Expression of Interest #DEFK10011
West Virginia Army National Guard
United States Property and Fiscal Office and Warehouse

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WV PURCHASING
DIVISION

Dear Mr. Abbott:

Enclosed for consideration to the WV Army National Guard is our Expression of Interest to provide Architectural & Engineering Services for the United States Property and Fiscal Office and Warehouse.

You may recall that we submitted an Expression of Interest for the now redefined Buckhannon Readiness Center one year ago. Since that time, we have had the good fortune to complete the design and a significant part of construction administration services at the Armed Forces Reserve Center in Kenova, WV. The most recent phase of the nationally renowned Forensic Science Center at Marshall University was also completed last year. Both of these projects were designed and managed by Nathan Randolph, AIA, who is proposed to lead our team on this project.

Nathan and our team will provide the talent and dedication needed to make this yet another successful project. In addition to our related public and private sector experience, members of Edward Tucker Architects have participated in the completion of military projects while employed at other firms: The Clarksburg National Guard Armory, the Jane Lew National Guard Armory, the Tri-State Airport Army Reserve Center, and the Air National Guard Reserve Forces Training Center and Squadron Operations Center in Knoxville, TN.

The Project Team section details the staff and firm resources that we are prepared to put into action – the same team currently working on the Armed Forces Reserve Center in Kenova. Long before LEED and green design became popular, we were incorporating practical methods to reduce long term energy consumption and maintenance costs for our clients. Several of our team members are LEED certified should you wish to pursue LEED accreditation on this project. Either way, we are committed to design a functional, durable, easily maintained, and attractive project that will be within your budget and produced on schedule.

We appreciate the dedication and sacrifices made by our United States Military Reserve Units, and it would be our honor to be involved with the West Virginia Army National Guard again.

Thank you for your thoughtful consideration of this Expression of Interest. I look forward to discussing our team's approach to this commission with your selection committee.

Sincerely,

EDWARD TUCKER ARCHITECTS, INC.

Edward W. Tucker, AIA

**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 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)