



**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.



EXPRESSION OF INTEREST

WV Army National Guard - US Property & Fiscal Office & Warehouse

We are pleased to herewith submit design team credentials for consideration for the new Army National Guard US Property & Fiscal Office and Warehouse in Buckhannon, West Virginia. The design team assembled includes:

- Grove and Dall'Olio Architects PLLC (GDA), a West Virginia design firm for Architecture and Landscape Design
- Comfort Design for Mechanical, Electrical and Plumbing Engineering
- Structural Concepts Inc. for Structural Engineering and
- Valley Engineering Surveying Planning for Civil Engineering
- L&W Enterprises, Inc. for Surveying and Site Project Management

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PLANNING DIVISION
STATE OF WV

The team has completed many projects of a similar type and size. GDA received the highest WVAIA design award in 2009. The project team is well versed at working within strict budgets and timelines and has the availability to begin work immediately. GDA has completed projects for both the State and Federal Government. Although we have not worked with the Army National Guard, we have worked on the National Museum of the United States Army and have completed many Federal Projects. Thomas Lyman, the Mid-Atlantic Region Manager for General Services Administration stated,

"Your architectural talent and creativity in the design details have made the District Courtroom one of the most elegant courtrooms that I have seen throughout our Region. The construction documents that you helped produce are one of the most thorough sets I have worked with."

GDA recently completed a similar project for Essroc-Italcementi, a cement manufacturing plant in Martinsburg, WV. An entire campus build-out was designed by GDA encompassing over 56,000 square feet. This project included a master control room, canteen, corporate offices, conference/training facilities, showers, locker facilities, warehouse, shipping, laboratories and more. The facility was designed to be environmentally sensitive and low maintenance while providing modern, safe and cost efficient facilities that will be long lasting. The Plant Engineer, Matteo Faggin, later described the services and end product as follows:

"I want to take this opportunity to express my appreciation for the work you and your office have put in to making this plant the flagship plant for our North American operations as a result of your firm's excellent design solution. This project has had a profound effect on management and employees' perception of their work environment enhancing the work ethic and ultimately contributing greatly to raise the operational standards."



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: **DEFK10011**

PAGE: **1**

ADDRESS CORRESPONDENCE TO ATTENTION OF: **JOHN ABBOTT**
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

S I T E

DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
ROUTE 4, SOUTH
BUCKHANNON, WV
26201 **341-6368**

| | | | | |
|-------------------------------------|---------------------------------|----------|-----|---------------|
| DATE PRINTED: 01/25/2010 | TERMS OF SALE | SHIP VIA | FOR | FREIGHT TERMS |
| BID OPENING DATE: 02/23/2010 | BID OPENING TIME 01:30PM | | | |

| LINE | QUANTITY | UOP | UNIT PRICE | AMOUNT |
|--|----------|-----|------------|--------|
| 0001 | 1 | LS | 906-07 | |
| <p>ARCHITECT & ENGINEERING</p> <p>EXPRESSION OF INTEREST (EOI)</p> <p>CONTRACT TO PROVIDE ARCHITECT & ENGINEERING SERVICES FOR THE WEST VIRGINIA ARMY NATIONAL GUARD, BUCKHANNON, WV AREA, PER THE ATTACHED DOCUMENTATION.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT (32)</p> <p>RFQ. NO.: DEFK10011</p> | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *John Abbott* TELEPHONE: **304-267-2120** DATE: **2/22/2010**

TITLE: **PARTNER** FEIN: **55-074-7182** 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
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**

RFQ NUMBER:
DEFK10011

PAGE NO.
2

ADDRESS OF RESPONDENCE TO ATTENTION OF:
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 ROUTE 4, SOUTH
 BUCKHANNON, WV
 26201 341-6368

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS | | |
|--|---------------|--------------------------|--------|---------------|------------|--------|
| 01/25/2010 | | | | | | |
| BID OPENING DATE: 02/23/2010 | | BID OPENING TIME 01:30PM | | | | |
| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
| BID OPENING DATE: | | | | 2/23/2010 | | |
| BID OPENING TIME: | | | | 1:30 PM | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: | | | | | | |
| ----- | | | | | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
| ----- | | | | | | |
| ***** THIS IS THE END OF RFQ DEFK10011 ***** TOTAL: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304-267-2120** DATE: **2/22/2010**
 TITLE: **PARTNER** FEIN: **55-074-7182** ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality, any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Grove & Dall'olio Architects PLLC

Authorized Signature: [Signature] Date: 2/22/2010

State of WEST VIRGINIA

County of BERKELEY, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

**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)