

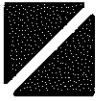


**State of West Virginia
Department of Administration
Purchasing Division**

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.



February 23, 2010

Mr. John Abbott, Buyer
Department of Administration, Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, West Virginia 25305-0130

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PURCHASING DIVISION
STATE OF WV

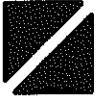
**Subject: United States Property and Fiscal Office and Warehouse
West Virginia Army National Guard
Requisition #DEFK10011**

Dear Mr. Abbott:

ZMM is pleased to submit the attached information to demonstrate both our experience and our capability to provide professional architectural and engineering services for the United States Property and Fiscal Office (USPFO) and Warehouse for the West Virginia Army National Guard (WVARNG). We are confident that our recent experience working with the WVARNG, our commitment to creating innovative and award winning facilities, and our efforts to implement sustainable design and construction principles will make **ZMM** a great partner for the USPFO and the WVARNG.

Since 1959, **ZMM** has been consistently recognized as one of the largest, fully integrated architecture and engineering firms in the State of West Virginia. An organization of creative professionals with the common interest of working with our clients to design and engineer innovative and cost effective buildings, **ZMM** has the in-house capability (36 full-time employees) to deliver the professional services necessary to plan and prepare construction documents and provide construction administration services for the United States Property and Fiscal Office and Warehouse in Buckhannon.

Please note that as on several recent projects completed for the WVARNG, **ZMM** will collaborate with Capitol Engineering, Inc. for site and civil design on this project. CEI is a small, locally owned, service oriented, civil engineering firm located in Charleston. CEI has been a critical team member that has demonstrated both client responsiveness and technical excellence. Projects demonstrating **ZMM's** past collaborations with CEI are included in the attached information.



Mr. John Abbott, Buyer
February 23, 2010
Page 2 of 2

While designing many of the projects noted above, **ZMM** has demonstrated a commitment to meeting strict budget and scheduling requirements. This commitment can be attested to by the high number of repeat and on-going client relationships that we have established.

Thank you for taking the time to review the attached brochure that outlines detailed information regarding the history, services, personnel, experience, and qualifications of **ZMM**. Additionally, please visit our website at www.zmm.com to see the full range of projects that we have designed. We look forward to meeting with you in the near future to review our qualifications, and to discuss your project in greater detail.

Respectfully submitted,

ZMM, Inc.

Adam R. Kason, AIA, NCARB, LEED-AP
Vice President

Attachment: Expression of Interest

cc: file

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).