



**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 22, 2010

Mr. John Abbott
STATE OF WEST VIRGINIA
Department of Administration
Purchasing Division
Post Office Box 50130
Charleston, WV 25305-0130

RECEIVED
2010 FEB 23 A 10:11
PURCHASING DIVISION
STATE OF WV

**RE: Expression of Interest (EOI) DEFK10011
Architect and Engineering Services for the
West Virginia Army National Guard, Buckhannon, WV Area**

Dear Mr. Abbott,

The LSC team is pleased to submit our EOI for the professional engineering and design services for the West Virginia Army National Guard United States Property and Fiscal Office and Warehouse in the vicinity of the Buckhannon, WV. LSC is headquartered in York, PA but will work from its Hagerstown, MD office when necessary, Greenway Engineers will utilize their Glenville, WV office, and Century Engineering will work out of their Hunt Valley, MD. Our team has a lengthy history of project experience working together on numerous projects similar in scope to this project.

LSC and Greenway Engineers are currently working on the West Virginia Air National Guard C5 Fuel Cell Maintenance Hangar in the Martinsburg, WV area. This project has afforded our team the ability to understand the processes and needs of the State of West Virginia and has given us the knowledge necessary to work with the State of West Virginia to turn in this project on time and within budget. The facility is one of the largest hangars on the East Coast and has designated spaces for offices and administration, maintenance, and storage.

In addition to our State of West Virginia experience, we are also very active within the Commonwealth of Pennsylvania and the State of Maryland. In Pennsylvania, LSC has completed the Elizabethtown Stryker Brigade and is nearing completion on another Stryker Brigade in Kutztown. These facilities include office space, maintenance spaces, vehicle bays, storage areas, and armories. We also recently completed an office and maintenance facility for the Maryland State Highway Administration which included office space and a vehicle maintenance facility.

We look forward to the opportunity to be part of this process and would consider it a privilege to work on your project. I know that our pride in being selected will become evident in our work.

As your main point of contact, if you have any questions, please do not hesitate to contact me, Robert A. Kinsley, 1110 East Princess Street, York, PA 17401, Phone: (717) 815-8383, Fax: (717) 852-0916.

Warmest Regards,

LSC DESIGN, INC.


Robert A. Kinsley, II AIA
President

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**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).