



Slate 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
BHS60099

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
B FRANCISCO 304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BBH/HF  
 ROOM 350  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3702 304-558-3672

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/04/2006				

BID OPENING DATE 04/26/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM #2*****						
1) BID OPENING DATE HAS BEEN MOVED TO 4/26/06.						
2) TO RESPOND TO VENDOR QUESTIONS AS PER THE ATTACHED.						
3) 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.						
PLEASE NOTE THE FOLLOWING ATTACHMENTS:						
1) RESPONSE TO LIST OF QUESTIONS FOR BHS60099. (2 PAGES)						
2) ADDENDUM ACKNOWLEDGEMENT (1 PAGE)						
*****END OF ADDENDUM NO. 2*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## (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 \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/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 is automatically null and void, and is 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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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 cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

#### ORIGINAL SIGNED BID TO:

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

#### DUPLICATE BID TO:

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230

Response to list of questions for BHS60099

Question: May we visit the candidate sites ASAP to gain a better knowledge of the problems, environmental status and conditions?

A1: Yes, but prior site knowledge will not be evaluation criteria.

Question: How many RFI's have been requested?

A2: No RFI's, and this is the first EOI.

Question: Have any Master Plans or Space Programs been developed on any of the campuses?

A3: None

Question: Do you have any pre-requisites for in-state consultants:

- Local Architect
- Local Engineer
- Local Builder
- Local Civil/Structural, etc.

A4: This is relatively generic work that out-of-state consultants could do just as well as their in-state counterparts. However, either party has to be equally accessible to meet with project staff based in Charleston and able to travel to the subject sites.

Question: Will "prioritization" process also involve the user/leadership team and, hopefully so, will they get a vote in the ranking process?

A5: It will primarily involve the selected architect and the local project staff. Some staff involvement from the subject sites may also occur. Local project staff, with the advice of the architect, will rank the work.

Question: Will you allow for \$500,000 professional liability that is currently our corporate maximum for a 90 person firm? Will you cover the extra costs for the additional \$500,000 if required?

A6#1: No to both questions. If it is mandated in the RFQ, it is required and the Bidder will be responsible for the costs associated with the insurance.

Question: Are you considering LEED qualified or just energy efficient and add any clarifications here, please.

A6#2: Energy efficiency will be a consideration but not a goal. The repairs needed at the subject sites are basic and fundamental in nature. Things like heat/cool systems, roofs, windows, flooring. We are targeting these fundamental deferred repairs to at least marginally comply with life safety codes and health facility inspections. The goal is to implement the largest impact of repairs for the amount of funds available without giving much consideration to long-term payback for energy savings.

Question: Do you provide statewide fee ranges by category of project...new, renovation, etc? We would work within those ranges if they could be provided please?

A7: The EOI process requires the fees to be negotiated between the state and the architectural firms in order of their ranking from the interview process.

Question: Please list recent fees paid by project type for comparative purposes if possible?

A8: I don't have this information and would advise you to review the industry standard and base your fee schedule accordingly.

Question: Do you pay a separate fee for equipment, FEE,. Interior design, etc., or do you expect all in one package approach?

A9: Please review AIA Document B141 – 1997, Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services.

Question: Are there any guidelines for planning, design or construction in WVA that you follow?

A10: The State doesn't require anything in addition to standard building codes, fire marshal codes and life safety codes.

Vendor:

Spending Unit:

Requisition No.: BHS60099

## ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

## Addendum No.'s:

No. 1 \_\_\_\_\_

No. 2 \_\_\_\_\_

No. 3 \_\_\_\_\_

No. 4 \_\_\_\_\_

No. 5 \_\_\_\_\_

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Company\_\_\_\_\_  
Date

Exhibit 10

Rev. 11/96