



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:
 DCH07037

PAGE:
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF CULTURE & HISTORY
 CULTURAL CENTER
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0300 558-0220

DATE PRINTED 11/29/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 12/05/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
				THIS ADDENDUM IS ISSUED TO ANSWER ALL QUESTIONS SUBMITTED PRIOR TO THE 11/28/2006 DEADLINE FOR QUESTIONS. NO ADDITIONAL TECHNICAL QUESTIONS WILL BE ACCEPTED. ONLY QUESTIONS CONCERNING THE ACTUAL SUBMISSION OF A VENDOR'S BID WILL BE ANSWERED.		
				BID OPENING DATE REMAINS: 12/5/2006 BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 3 *****		
0001	1	LS		906-00-00-001		
				ARCHITECT/ENGINEERING SERVICES, PROFESSIONAL		
				***** THIS IS THE END OF RFQ DCH07037 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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. 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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.

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. **BID SUBMISSION:** 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.

SIGNED BID TO:

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

RFQ: DCH07037
Addendum No. 3
Questions and Answers
11/29/2006

1. Who was the consulting team who completed the Design Development documents?

Answer to #1: This is not relevant to the expression of interest.

2. Will they be eligible to submit for this next phase of work? If so, is this phase of work being bid due to contracting requirements?

Answer to #2: The consulting team that submitted the design development documents is not an architectural/engineering firm and therefore is ineligible to bid on this contract.

3. In order to better clarify the scope, would the State please forward a copy of the design development documents or a portion of them to the registered vendors for this project?

Answer to #3: The design development documents are not relevant to responses to the expression of interest.

4. Under EOI section 3.2, the scope asks vendors to "guarantee the success of the design and construction project;" and to "display a . . . creative approach that can effectively address . . . unforeseen events." These scope items do not fall within the industry standard of architectural practice. Architectural firms can not "guarantee" an intangible such as success, nor can their "approach" always address "unforeseen events". Can this paragraph be rewritten to define scope items that do fall within AIA standards of service for architectural design services?

Answer to #4: The paragraph cannot be rewritten.

5. Please elaborate upon item 3.2.1. What kind of issues? What types of problems?

Answer to #5: Paragraph 3.2.1 is a general scope of work statement. Note that this does not need to be addressed specifically in response to the expression of interest. This statement would require the successful vendor to notify the Owner about any potential problems as soon as they arise.

6. Please quantify the number of or the regularity of progress meetings and presentations as requested in sections 3.2.4 and 3.2.5?

Answer to #6: This will be determined during the negotiation phase.