



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
GSD076414

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES
 BUILDING ONE- ROOM MB60
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0123 558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/25/2007				

BID OPENING DATE: **02/14/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THIS ADDENDUM IS ISSUED TO ANSWER QUESTIONS SUBMITTED PRIOR TO THE 01/16/2007 DEADLINE, TO ADD A AFFIDAVIT FORM, AND TO EXTEND THE BID OPENING DATE.						
BID OPENING DATE IS EXTENDED TO: 02/14/2007						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 3 *****						
0001	1	JB		906-00-00-001		
DESIGN OF REPAIR/REFURBISHMENT OF BLDGS#5,6,7						
***** THIS IS THE END OF RFQ GSD076414 ***** 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

GSD076414

Addendum No. 3

Response to Questions Received Prior to the 01/16/2007 Deadline

Q: What is the size of the electrical service for Buildings 5-6-7?

A: The primary service is 9000A at 480V, 3ph distribution.

Q: What is the incoming line voltage?

A: 12,470V

Q: What are the sizes of the transformers and switchgears?

A: There are three primary transformers distributing the initial 12,470V to 480Y/277 power. These transformers are rated at 2500kVA, 3000A each. The primary switches are frame-sized at 4000A, and fused at 3200A providing 480V, 3ph service. Additional transformers and switches are in place, but a comprehensive inventory will not be performed until such time as the successful vendor begins to prepare electrical specifications.

Q: How many emergency generators are there?

A: 3

Q: What are the sizes of the emergency generators?

A: There are two generators located inside. One is on the 11th floor of building 5, and the other is on the 9th floor of building 6. These generators are rated at 100KW continuous, 277/480V, and 173A. These generators do not meet current code in that they are supplied by natural gas, which is not considered a reliable source for emergency power generation. The third generator is located behind building 5. This is a new generator, and it is rated at 200kW, 250kVA, 480VAC. It is diesel powered, and does meet with current code for emergency power generation.

Q: What do the emergency generators serve?

A: The two inside generators supply life-safety lighting and elevators; however, with the construction and modifications which have been performed over the years, there is no absolute certainty on the "exactness" of what is currently powered and what is not. The new exterior generator is currently an exclusive emergency power supply for critical computer systems maintained by the Governor's Office of Technology (GOT).

Q: Are there any plans for additional emergency generators?

A: GOT is considering the addition of one more unit to be located in the same exterior vicinity. The size would be the same as the existing unit.

Comprehensive emergency power for critical life-safety systems will be considered as part of the specification development process for the successful vendor on the refurbishment project.

Q: Are there any critical areas that can not be shut down?

A: At the time of this writing, the best estimate is that certain computer areas will have to remain operational. Specific areas would be identified as part of the refurbishment specification development process.

Q: Is it possible to get plans for the steam generation plant that will be located on the 11th floor of building 5?

A: These plans will be made available to the successful A/E firm following award of contract. They will not be made available prior to this award for security reasons.

Q: We are going to be teaming with a local WV architectural firm. If we attended the prebid, and they did not, can they be the primary firm, or do we need to be the prime? Our firm is not a licensed WV firm.

A: The prime vendor must attend the mandatory pre-bid conference and all drawings must be stamped by a licensed WV engineer.

Q: Section 4.1 references 5G-1-3. Is the document that contains this reference available on line, and if so, can you tell me where to locate it?

A: <http://www.legis.state.wv.us/wvcode/05g>

Q: When will you be publishing the list of firms that attended the prebid?

A: This information was included in Addendum 02.

Q: What is the website address where the RFQ and Addendum are posted?

A: www.state.wv.us/admin/purchase/newbul.htm. This information is available online to registered vendors. Vendors will also need to have their login information to access the bulletin.

Q: Will there be any requirements for the project to be LEED certified or designed based on compliance with any LEED criteria?

A: There are no specific LEED criteria as part of this EOI process; however, ideas, experience, and potential LEED options presented in both the submittals and interviews are encouraged.

Q: In the EOI (page 14, paragraph 4.1.b) the phrase "a preliminary timeline including design and construction which considers any possibilities for 'fast-tracking' the project" is used. Please provide more detail regarding the issue of "fast-tracking". Does this pertain to design or construction?

A: "Fast-tracking" in this context refers primarily to construction phasing. For instance, electrical work could be taking place in one area while at the same time HVAC work could be taking place in another. This language is included so that contractors can work on a project in a comprehensive fashion as opposed to a one step and then another fashion. It provides greater latitude and flexibility to accomplish the project in less time, but it does require more on-site time and communications to perform effective project management.

Q: Please clarify any specific requirements regarding the submissions. At the meeting a specific request was made that submissions be in 3-ring binders. Are there other submission criteria?

A: No, only those requirements as listed in Sections 1.7, 1.8, and 4.1.b are required. Labeling the response criteria sections outlined in 4.1.b in the submittal and providing submittals in 3-ring binders (8.5" x 11" paper) is required. Size and/or color selection of binders are at the discretion of the submitting vendor.

Q: At the meeting the statement was made that some "essential services will have to be maintained throughout the project." We are aware of the new central steam plant and distribution; can other specific services be identified? Are there any program spaces that must remain actively used during construction?

A: Again, at this writing it is anticipated that some services such as electric power and steam generation will be required as noted in Addendum 1. Specific systems and services will be identified and accounted for during the refurbishment specification development process.

A F F I D A V I T

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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 owned 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 exceed 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor’s Name: _____

Authorized Signature: _____ Date: _____