



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
DEFK8161

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
240 ARMY ROAD

KINGWOOD, WV
26537 **341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/04/2008				

BID OPENING DATE: **03/16/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #01		
				THIS ADDENDUM IS ISSUED TO ANSWER VENDOR QUESTIONS RELATING TO THE EXPRESSION OF INTEREST (EOI) SPECIFICATIONS, PER THE ATTACHED, AND TO EXTEND THE BID OPENING DATE.		
				NEW BID OPENING DATE: 3/16/2008; 1:30 PM		
0001	1	LS		906-07		
				ARCHITECT SERVICES, PROFESSIONAL		

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 may be deemed null and void, and 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

DEFK8161 - Addendum #01

Q-1.) The EOI indicates that they wish to have this representative on site on a daily basis. Would I be correct in assuming they need this person on site for 40 hours per week (8am - 4pm) for the entire time the building is under construction.

A-1.) Yes, when the contractor works so does the inspector.

Q-2.) The EOI is requesting A/E firms to submit. Does the Guard wish to have the person on site be a registered Architect or Engineer, or would a qualified Contract Administrator (CA) individual be sufficient.

A-2.) Qualified contract administrator

Q-3.) When Architectural Engineering firm performs Contract Administration, this includes "Observation of the Work" ; This EOI indicated services requested are Supervision/Inspection. Would you please clarify what responsibilities the SIOH includes. (scheduling, inspection of work/materials, main power provided by contractor, level of authority on the job site)

A-3.) The A/E will have an on-site representative to be the eyes and ears of the Owner and can not direct work, just observation.

Q-4.) I assume that the Architect of Record will have individual on site for CA, and this SIOH representative will work closely with the Architect of Records CA, would the Guard be willing to disclose the name of the Architect of Record. (The only reason I ask is to determine if there may be a conflict of interest.)

A-4.) The Architect of record will not have an individual on site.

Q-5.) Section 2.2 indicated that the selected firm may be contracted one or both projects, please clarify;

A-5.) Language was mistakenly left in the EOI. Only one project.

Q-6.) Section 1.14 says that no price or fee is requested or permitted in the response. Should I leave the blank on pg. 5 of the RFQ for "Total Amount" empty?

A-6.) Yes

Q-7.) Section 1.7 says that "EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements of the EOI." Does this imply that a description of the firm's abilities must be submitted along with the EOI, or can this information be made available at the interview stage of the process?

A-7.) Yes

Q-8.) Liquidated damages in Section 3.4.15 do not seem applicable to an SIOH contract. We request that liquidated damages be deleted from the EOI and not included in the contract.

A-8.) This requirement has been waived – it does not apply to this contract