



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
GSD096402

PAGE
1

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

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

**DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 JOBSITE
 SEE SPECIFICATIONS**

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/14/2008				

BID OPENING DATE: 07/22/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO ANSWER ALL TECHNICAL QUESTIONS RECEIVED PRIOR TO THE JULY 10, 2008 DEADLINE.						
EOI OPENING DATE REMAINS: 07/22/2008						
EOI OPENING TIME REMAINS: 1:30PM						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		906-07		
A/E SERVICES TO DESIGN OFFICE BUILDING, CLARKSBURG						
***** THIS IS THE END OF RFQ GSD096402 ***** 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 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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130

EOI#GSD096402 CLARKSBURG OFFICE BUILDING DESIGN

TECHNICAL QUESTIONS & ANSWERS

1. What state agencies are planned to occupy this new facility?

The building is intended as primarily for state office facilities. The intention is for multiple agencies with a flexible design that can be modified as office needs change.

2. Paragraph 3.1 mentions "appurtenances by Agency". What is included in the term "appurtenances"? And, what responsibilities for design and specification will the selected A/E have related to these appurtenances?

Change the final part of the sentence to read: ". . . similar facilities from schematic design through final project completion."

3. What level of programming information for the state agencies will be provided to the consultant?

Preliminary programming information will be provided to the A/E firm prior to the start of schematic design. Specific programming, including meetings with client agencies, will be part of this A/E contract during the design phases.

4. The project is planned to be "Fast Tracked", with the example of a demolition package (if necessary) being issued prior to the new construction package. Are other packages planned as part of the fast track process, such as foundations, structures, or pre-purchase of major equipment?

No.

5. What specific existing site information (survey, utilities, topography) will be provided to the successful A/E?

No site information is planned during the initial A/E selection process. Specific needs will be discussed during the negotiation phase.

6. Will the State provide geotechnical information for the subject site, or will the successful A/E be responsible to contract this work?

Providing geotechnical information will be discussed during contract negotiations. For the purpose of the project scope assume that this will be included in the scope of services as an additional service.

7. In paragraph 3.4.14, provisions for a minimum 10% retainage are listed. Does this apply to the contract for professional services related to this EOI?

Yes, if your firm intends to request progress payments.

8. Paragraph 4.4.2f. require evidence of the firm's ability with regard to LEED. Is it the goal of the project to attain LEED certification for the project, and if so, at what level?

The goal is a minimum of a LEED Silver rating.

9. What is the targeted occupancy date for the new facility?

There is no target date, the Division's desire is to have the project move ahead as soon as possible.

10. Is the documentation for the demolition of the existing building, as noted in paragraph 2.2 to be included in this contract?

To save time the existing building will be demolished prior to the start of the new construction project. Assume a separate demolition package will have to be prepared.