



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  
**HSE01232**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**TARA LYLE**  
**304-558-2544**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

HOMELAND SECURITY & EMERGENCY  
 MANAGEMENT, DIVISION OF  
 BUILDING 1, ROOM EB80  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0360 304-558-5380

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2012				

BID OPENING DATE: **04/18/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. TO MOVE THE BID OPENING FROM 04/12/2012 TO 04/18/2012. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND DATE MAY RESULT IN DISQUALIFICATION OF YOUR BID.  END OF ADDENDUM NO. 2						
0001	1	LS		906-00-00-001		
ARCHITECT & ENGINEERING/CONSULTING						
***** THIS IS THE END OF RFQ HSE01232 ***** TOTAL: _____						

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'

## 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**HSE01232****ADDENDUM NO. 1**

- Q1: How does West Virginia Div of Homeland Security define a Phase II upgrade, other than rerunning the analysis using HAZUS 2.1? Would the upgraded analysis performed include some or all of the following?
- A1: Only to Hazus 2.1  
Updated inventory data – No  
Updated Topographic data – No  
Use of flood data generated outside of HAZUS – No
- Q2: Will the State provide parcel data and/or topographic data?
- A2: No
- Q3: If the State provides parcel data, will it be assumed that it contains all necessary attributes? Any data missing could cause delays in the project schedule.
- A3: Not needed or provided.
- Q4: If the State provides topographic data, would it be provided in the format needed for HAZUS (ESRI GRID) or would the data need to be processed before using?
- A4: Not needed or provided.
- Q5: If the State does not supply topographic data, are 10 meter NED adequate?
- A5: Yes
- Q6: Does WV Div of Homeland Security need to maintain the MR3 data for any reason? Does it contain updated inventory data or terrain data?
- A6: Yes, for the first question.  
No, for the second question.
- Q7: Will the customized reports and maps be specific for each county or the same across the state?
- A7: Across the State

Q8: For watershed analysis, what HUC level is required 8, 10, 12?

A8: A HUC level is not required.

Q9: Will the State provide the watershed boundaries?

A9: No

Q10: Will result be report at the county and watershed level or just county?

A10: County

Q11: Will a performance bond noted in Section 3.3.1 be required as part of this contract?  
Normal engineering analysis work such as this does not require performance bonds.

A11: Yes

Q12: Will liquidated damages as noted in Section 3.4.15 be required as part of this contract?  
As noted normally engineering analysis type of work does not usually have liquidated damages associated with the work.

A12: Yes

Q13a: **Reference – Second (2<sup>nd</sup>) Bulleted Items in each of Sections 3.1 and 3.2:**

Item pertains to <Data runs by county and/or watershed>:

The reason for the question is that in Sections 3.1 and 3.2 both terms “*county by county*” and “*by watershed*” are used. It is our intent to clarify which geography-level(s) may be required.

It is our understanding that the MR3 Hazus Regions exist at a County-level.

Given the verbiage of both “*county by county*” and “*by watershed*” being used, is there any intent or requirement to ‘re-create’ Hazus Study Regions by watershed geography-level?

A13a: County

Q13b: In this regard, is there any intent or requirement to produce ANY data or products at a watershed geography-level?

A13b: Do not need by watershed.

Q14a: **Reference – Third (3<sup>rd</sup>) Bulleted Items in each of Sections 3.1 and 3.2**  
Item pertains to <Customized report output>:

Is there any requirement to produce ‘printed’ hard-copies?

A14a: No

Q14b: It is our understanding that under Phase I, Hazus Global Summary Reports were delivered. Considering the verbiage that the State desires a ‘customized report’ output – are the ‘customized report’ outputs considered to be one and the same as the Hazus Global Summary Report?

A14b: No – AAL & Google Earth

Q14c: If the Global Summary Report is the reporting desired, is there a requirement to change/alter/revise the automated output of the Hazus Global Summary Report to another client-specific format that would present a different look or feel from the standard output? If yes, will the State provide an example output desired or template version?

A14c: In order to update, the HPR must be used, the template is in the HPR.

Q15a: **Reference – Fourth (4<sup>th</sup>) Bulleted Items in each of Sections 3.1 and 3.2:**  
Item pertains to <Mapped customized report output>:

Is there any requirement to produce ‘printed’ hard-copies of maps?

A15a: No

Q15b: Will the State provide any ArcMap documents (\*.mxd) or ArcMap Template(s) (\*.mxt) that will enable the selected contractor to produce maps that will match the look and feel of the Phase I maps? If the State cannot provide such items, does the State require a different look or feel to the maps produced under Phase I? Will the State provide the same base map layers used to create the Phase I mapping?

A15b: Answer to all of the above is the same answer to Question 14.

Q16a: **Potential value added services and post project training and maintenance support services.?**

A16a: **It is not in the best interest of the State of West Virginia to budget information for this project.**

Q16b Are maintenance support services considered to be a project requirement or part of potential value-added services?

A16b: No

Q16c: How does the State define post-project maintenance; what are the maintenance items required?

A16c: None

Q16d: How does the State define post-project support; is it limited to providing qualified training or are there other items required?

A16d: Training only to communities who request it and are at the Government level.

Q16e: Qualified training services – it is understood that the State requires the selected contractor to provide training to WVDHSEM staff on the project deliverables. However, under **Task 3** the verbiage also states training to be delivered “*on the Hazus...program*”. In this regard, is the State looking for sanctioned or authorized EMI training on the Hazus Software?

A16e: No

**Q17: Reference – Phase I Hazus Specific Question:**

According to the Phase I Analysis Process Log spreadsheet, there were instances in which Hazus was not able to process certain stream reaches (i.e., failed reaches). In this regard, is there any requirement to re-run or re-attempt successful delineation for any failed reaches that occurred during the Phase I project?

A17: Yes

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**The bid opening has moved from 04/12/2012 to 04/18/2012.**

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EXHIBIT 10

REQUISITION NO.: .....

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, 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) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....  
SIGNATURE

.....  
COMPANY

.....  
DATE