



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

# State of West Virginia Purchase Order

Order Date: 08-05-2021

CORRECT ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES, AND  
SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CPO 0432 2202 DCH2200000002 1	Procurement Folder:	916772
Document Name:	Centralized Purchase Order - EOI \$250,000 or less	Reason for Modification:	
Document Description:	Grant Monitoring Service FY 2022		
Procurement Type:	Central Purchase Order		
Buyer Name:	Dusty J Smith		
Telephone:	(304) 558-2063		
Email:	dusty.j.smith@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000112161	Requestor Name:	Mark W Lynch
MILLS GROUP LLC		Requestor Phone:	(304) 558-0220
88 HIGH ST		Requestor Email:	mark.w.lynch@wv.gov
MORGANTOWN	WV		
US	26505		
Vendor Contact Phone:	3042961010		
Extension:			
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

**22**  
FILE LOCATION

INVOICE TO	SHIP TO
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Purchasing Division's File Copy

Total Order Amount: \$57,076.16

**ENTERED**

PURCHASING DIVISION AUTHORIZATION DATE: <i>Lynnda Harper 8/17/2021</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John D. Gray</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>Beverly J. Lee 8-18-21</i> ELECTRONIC SIGNATURE ON FILE
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*8/18/2021*

**Extended Description:**  
THE VENDOR: MILLS GROUP LLC, OF MORGANTOWN, WV AGREES TO ENTER INTO THIS PROFESSIONAL ARCHITECTURE CONTRACT TO DEVELOPMENT GRANTS PROGRAMS PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, TERMS AND CONDITIONS, THE VENDOR'S SUBMITTED RESPONSE DATED: 06/24/21 THE VENDOR'S SCOPE OF WORK LETTER DATED: 06/24/2021 , ALL INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF HERE OF.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	80101606	0.00000		0.000000	4369.51
Service From		Service To	Manufacturer	Model No	

**Commodity Line Description:** Anderson House (Franklin)

**Extended Description:**  
New Soffit, fascia, gutters and downspouts

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
10	80101606	0.00000		0.000000	5660.52
Service From		Service To	Manufacturer	Model No	

**Commodity Line Description:** Rauch House and Barn (Martinsburg)

**Extended Description:**  
Repair beams, flooring, foundation, and barn doors

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
11	80101606	0.00000		0.000000	5166.46
Service From		Service To	Manufacturer	Model No	

**Commodity Line Description:** Stephenson Female Seminary (Charles Town)

**Extended Description:**  
Structural stabilization/repairs

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
12	80101606	0.00000		0.000000	5356.58
Service From		Service To	Manufacturer	Model No	

**Commodity Line Description:** Wheeling Centre Market (Wheeling)

**Extended Description:**  
Replace roof

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
13	80101606	0.00000		0.000000	470.00
Service From		Service To	Manufacturer	Model No	

**Commodity Line Description:** Virtual grant orientation session

**Extended Description:**  
Virtual grant orientation sessio

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	80101606	0.00000		0.000000	3729.98
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

**Commodity Line Description:** Armory House #24 (Harper Ferry)

**Extended Description:**

Repair metal roof,, gutters and downspouts

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	80101606	0.00000		0.000000	3821.58
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

**Commodity Line Description:** Eoff Street Apartments (Wheeling)

**Extended Description:**

Repair/replace roof, fascia, chimney and gutters

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	80101606	0.00000		0.000000	3821.58
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

**Commodity Line Description:** Hanover Apartment Building (Wheeling)

**Extended Description:**

Replace Roof

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	80101606	0.00000		0.000000	4827.55
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

**Commodity Line Description:** Haymaker-Wyborski House (Clarksburg)

**Extended Description:**

Replace roof, siding and gutters

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	80101606	0.00000		0.000000	4576.22
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

**Commodity Line Description:** Hinton Hardwoods Building ( Hinton)

**Extended Description:**

Replace Roof

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
7	80101606	0.00000		0.000000	5040.61
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

**Commodity Line Description:** Logan Memorial United Methodist Church (Parkersburg)

**Extended Description:**

New Soffit, fascia, gutters and downspouts

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
8	80101606	0.00000		0.000000	4345.37
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

**Commodity Line Description:** Nicholas County Bank (Summersville)

**Extended Description:**  
Replace Roof

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
9	80101606	0.00000		0.000000	5890.20
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

**Commodity Line Description:** Odd Fellows Temple (Welch)

**Extended Description:**  
Replace Roof

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 365 Calendar Days days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached \_\_\_\_\_  
Revised 07/01/2021

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.



**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: One Million Dollars (1,000,000.00) per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: One Million Dollars (1,000,000.00) per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: One million dollars (\$1,000,000.00) per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.



**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**ADDITIONAL TERMS AND CONDITIONS**  
**(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Michael Mills, Managing Principal

(Name, Title)

Michael Mills, Managing Principal

(Printed Name and Title)

88 High Street, Morgantown, WV 26505

(Address)

304-296-1010 / 304-413-0120

(Phone Number) / (Fax Number)

mmills@millsgrouponline.com

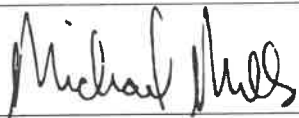
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Mills Group, LLC

(Company)



, Managing Principal

(Authorized Signature) (Representative Name, Title)

Michael Mills, Managing Principal

(Printed Name and Title of Authorized Representative)

7/1/2021

(Date)

304-296-1010 / 304-413-0120

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Mills Group  
Company

\_\_\_\_\_  
Authorized Signature

7/9/2021  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.

# EXPRESSION OF INTEREST

## Historic Preservation Development Grant Monitoring for FY2022

### TABLE OF CONTENTS:

1. Table of Contents
2. Section One: General Information
3. Section Two: Instructions to Vendors Submitting Bids
4. Section Three: Project Specifications
5. Section Four: Vendor Proposal, Evaluation, and Award
6. Section Five: Terms and Conditions
7. Certification and Signature Page

### SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisitions and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for Department of Arts, Culture & History (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide Architectural and Engineering services to monitor approximately 12-15 state development grant projects that should be completed by September 30, 2022. (“Project”).
3. **SCHEDULE OF EVENTS:**

Release of the EOI.....	5/12/2021
Written Questions Submission Deadline. ....	5/19/2021
Addendum Issued .....	5/21/2021
Expressions of Interest Due Date.....	5/31/2021
Evaluation Committee List of Three Highest Qualified Firms .....	6/07/2021
Estimated Date for Interviews of Three Firms.....	6/14-6/17/2021
Price Negotiations Commence with Highest Ranked Firm .....	6/24/2021

# **EXPRESSION OF INTEREST**

## **Historic Preservation Development Grant Monitoring for FY2022**

### **SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

- 1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Agency at the address listed below on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. The bid delivery address is:

WV Department of Arts, Culture & History  
State Historic Preservation Office  
1900 Kanawha Blvd., East  
Charleston, WV 25305

- 4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Agency. Vendor should acknowledge receipt of all addendums issued with this Solicitation by completing the Addendum Acknowledgment Form included herewith. Failure to acknowledge addendums may result in bid disqualification. The addendum acknowledgement should be submitted with the bid.
- 5. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the State Historic Preservation Office. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the email address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

# **EXPRESSION OF INTEREST**

## **Historic Preservation Development Grant Monitoring for FY2022**

Question Submission Deadline: 5/17/2021 – end of business 5:00 pm

Submit Questions to: Christy Moore, Grants Coordinator  
State Historic Preservation Office  
1900 Kanawha Blvd, East  
Charleston, WV 25305  
Fax: 304-558-3560  
Email: christina.j.moore@wv.gov

END OF SECTION TWO

### **SECTION THREE: PROJECT SPECIFICATIONS**

- 1. Background:** The qualified Firm will monitor Development Grants awarded by The Department of Arts, Culture and History to rehabilitate properties that are listed on the National Register of Historic Places, as per **Section Three: PROJECT SPECIFICATIONS, 2. Project and Goals, 3. Qualifications and Experiences.**
- 2. Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:
  - 2.1. Attend sub-grant orientation meeting where sub-grants are informed of all regulations and requirements for the completion of their grant.
  - 2.2. Conduct one initial site visit to each of the approximately 12-15 grant projects to review proposed work items, as needed.
  - 2.3. Review and approve the request for bids when submitted by sub-grantees, to ensure the scope of work fully describes the project. May include assisting the grantee in drafting a technical scope of work.
  - 2.4. A second site visit will be conducted to attend a mandatory pre-bid meeting to discuss the project in detail with contractors.
  - 2.5. Upon completion of each project, conduct a final site visit to ensure that the work was completed and meets the Secretary of the Interior's Standards for Rehabilitation.
  - 2.6. After each site visit, a SITE VISIT FORM and associated photos will be completed within one week and sent to the Grants Coordinator and grant recipient to be filed for each grant.

Revised 5/12/2021

# EXPRESSION OF INTEREST

## Historic Preservation Development Grant Monitoring for FY2022

- 2.7. Will coordinate with Historic Preservation staff to review progress of each project at least once a month.
  - 2.8. Photographic record of each project shall be supplied to the Historic Preservation Office at the end of the contract.
  - 2.9. Review and approve contracts between owner and the chosen contractor to ensure all federal and state requirements are met.
3. **Qualifications, Experience, and Past Performance:** Vendors must provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and the project goals and objectives and how they were met.
4. **Oral Presentations/Interviews:** The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted proposal, but only clarify information already submitted.



# EXPRESSION OF INTEREST

## Historic Preservation Development Grant Monitoring for FY2022

### SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with W.Va. Code §5G-1-3. That Code section requires the following related to evaluation and award:
  - 3.1. **Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
    - 3.1.1. evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
    - 3.1.2. conduct interviews with each firm selected and conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment.
    - 3.1.3. rank the three selected firms in order of preference.
    - 3.1.4. and commence scope of service and price negotiations with the highest qualified professional firm.

If negotiations are successful, the contract documents will be forwarded to the WV Purchasing Division for review and approval, and then to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

# EXPRESSION OF INTEREST

## Historic Preservation Development Grant Monitoring for FY2022

Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified at a fee determined to be fair and reasonable, the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached, or the solicitation is cancelled.

- 3.2. **Three Firm Evaluation Rankings:** The Agency will evaluate the three firms that have been determined most qualified to perform the desired service. The evaluation criteria are defined in the Procurement Specifications section and based on a 100-point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

• Qualifications, Experience, and Past Performance	50 Points Possible
• Goals and Objectives: – Anticipated Concepts and Methods of Approach	30 Points Possible
• <u>Oral Interview</u>	<u>20 Points Possible</u>
<b>Total</b>	<b>100</b>

# **EXPRESSION OF INTEREST**

Historic Preservation Development Grant Monitoring for FY2022

## **SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions included in contract.

## **ADDENDUM 1**

**May 26, 2021**

**Due to the Memorial Day holiday on 5/31/2021, the following changes are made to the Expression of Interest Historic Preservation Development Grant Monitoring for FY2022 Schedule of Events:**

**Expression of Interest Due Date – from 5/31/2021 to 6/2/2021**

**Evaluation Committee List of Three Highest Qualified Firms – from 6/7/2021 to 6/9/2021**

**All other dates remain the same as listed in the FY2022 Expression of Interest.**

**2022 WVSHPO DEVELOPMENT GRANT MONITORING**

**Project**

	Consulting Fee	Project Expenses	Total Fee	Installments (3)
1 Anderson House (Franklin) - New soffit, fascia, gutters and downspouts	\$3,780.00	\$589.51	\$4,369.51	\$1,456.50
2 Armory House #24 (Harpers Ferry) - Repair metal roof, gutters, and downspouts	\$2,995.00	\$734.98	\$3,729.98	\$1,243.33
3 Eoff Street Apartments (Wheeling) - Repair/replace roof, fascia, chimney and gutters	\$3,425.00	\$396.58	\$3,821.58	\$1,273.86
4 Hanover Apartment Building (Wheeling) - Replace roof	\$3,425.00	\$396.58	\$3,821.58	\$1,273.86
5 Haymaker-Wyboarski House (Clarksburg) - Replace roof, siding and gutters	\$4,520.00	\$307.55	\$4,827.55	\$1,609.18
6 Hinton Hardwoods Building (Hinton) - Replace roof	\$3,780.00	\$796.22	\$4,576.22	\$1,525.41
7 Logan Memorial United Methodist Church (Parkersburg) - Repair/replace roof, floor joists, and steeple	\$4,520.00	\$520.61	\$5,040.61	\$1,680.20
8 Nicholas County Bank (Summersville) - Replace roof	\$3,775.00	\$570.37	\$4,345.37	\$1,448.46
9 Odd Fellows Temple (Welch) - Replace roof	\$4,960.00	\$930.20	\$5,890.20	\$1,963.40
10 Rauch House and Barn (Martinsburg) - Repair beams, flooring, foundation, and barn doors	\$4,960.00	\$700.52	\$5,660.52	\$1,886.84
11 Stephenson Female Seminary (Charles Town) - Structural stabilization/repairs	\$4,420.00	\$746.46	\$5,166.46	\$1,722.15
12 Wheeling Centre Market (Wheeling) - Replace roof	\$4,960.00	\$396.58	\$5,356.58	\$1,785.53
0 Virtual grant orientation session	\$470.00	\$0.00	\$470.00	\$156.67
<b>Subtotals</b>	<b>\$49,990.00</b>	<b>\$7,086.17</b>	<b>\$57,076.17</b>	
<b>Total Contract Value</b>			<b>\$57,076.17</b>	
<b>Average Project Fee</b>			<b>\$4,756.35</b>	

*Michael Mills*

### Technical Assistance and Grant Monitoring

## 1. Task List

[illegible]

## Exhibit A-2

4. Fee per discipline and total fee	
Subtotal	0% \$ 3,780
Direct Expenses	\$589.51
Total Fee	\$4,369.51

### Technical Assistance and Grant Monitoring

### 1. Task List

[illegible]



### Technical Assistance and Grant Monitoring

## 1. Task List

1. Task List		Prin. Arch	Project Manager	Design Staff	Total		
		150	85	60			
1	Review proposed scope of work	1					1
2	Project file set-up (contact info-project documents)		2				2
3	Initial Site Visit		6				6
4	Initial Site Visit Follow up Report (Development of Scope)	0.5	3				3.5
5	Technical Assistance Via e-mail and phone	1	2				3
6	Site Visit with Contractor		6				6
7	Construction Kick-Off Site Visit Follow up Report	0.5	1.5				2
8	Technical Assistance Via e-mail and phone	1	2				3
9	Final Site Inspection		6				6
10	Final Site Inspection Follow up Report and Close out	1	1.5				2.5
							35
Subtotal		5	30	0	0	0	35
Total hours		5	30	0	0	0	35
2021 Hourly rates		\$ 175.00	\$ 85.00				
Fee		\$ 875	\$ 2,550	\$ -	\$ -	\$ -	\$ 3,425
		Total					\$ 3,425
2. Consultants Fees		Prin. Arch	Princ. Des	PM	Arch II	Clerical	Total
		SubTotal \$0					
3. Estimate of Reimbursable Expenses		Quantity	Unit Cost	Cost			
COPIES (B&W)		10	\$0.200	2.00			
PHOTOGRAPHY CD with Digital Images)		1	\$5	5.00			
TRAVEL - (mileage) 78.6		471.6	\$0.58	273.53			
Meals and Lodging		1	\$60	60.00			
FAX/TELE/DEL		1	\$20	20.00			
Postage			\$10	0.00			
		SubTotal		\$380.53			
		Handling fee 10%		\$36.05			
		Total		\$396.58			
4. Fee per discipline and total fee							
Subtotal		0%	\$ 3,425				
Direct Expenses		\$396.58					
Total Fee		\$3,821.58					

### Technical Assistance and Grant Monitoring

### 1. Task List

1. Task List		Prin. Arch	Project Manager	Design Staff	Total		
		150	85	60			
1	Review proposed scope of work	1					1
2	Project file set-up (contact info-project documents)		2				2
3	Initial Site Visit		6				6
4	Initial Site Visit Follow up Report (Development of Scope)	0.5	3				3.5
5	Technical Assistance Via e-mail and phone	1	2				3
6	Site Visit with Contractor		6				6
7	Construction Kick-Off Site Visit Follow up Report	0.5	1.5				2
8	Technical Assistance Via e-mail and phone	1	2				3
9	Final Site Inspection		6				6
10	Final Site Inspection Follow up Report and Close out	1	1.5				2.5
		35					
Subtotal		5	30	0	0	0	35
Total hours		5	30	0	0	0	35
2021 Hourly rates		\$ 175.00	\$ 85.00				
Fee		\$ 875	\$ 2,550	\$ -	\$ -	\$ -	\$ 3,425
		Total \$ 3,425					
2. Consultants Fees							
		Prin. Arch	Princ. Des	PM	Arch II	Clerical	Total
		SubTotal \$0					
3. Estimate of Reimbursable Expenses							
			Quantity	Unit Cost	Cost		
COPIES (B&W)			10	\$0.200	2.00		
PHOTOGRAPHY CD with Digital Images)			1	\$5	5.00		
TRAVEL - (mileage) 78.6		157.2 Round Trip	471.6	\$0.58	273.53		
Meals and Lodging			1	\$60	60.00		
FAX/TELE/DEL			1	\$20	20.00		
Postage				\$10	0.00		
		SubTotal				\$360.53	
		Handling fee 10%				\$36.05	
		Total				\$396.58	
4. Fee per discipline and total fee							
Subtotal		0% \$ 3,425					
Direct Expenses		\$396.58					
Total Fee		\$3,821.58					

### Technical Assistance and Grant Monitoring

## 1. Task List

[illegible]

### Technical Assistance and Grant Monitoring

## 1. Task List

[illegible]

## Exhibit A-2

### 1. Task List

[illegible]

### Technical Assistance and Grant Monitoring

## 1. Task List

[illegible]

### Technical Assistance and Grant Monitoring

## 1. Task List

1. Task List		Prin. Arch    Project Manager    Design Staff <span style="float:right">Total</span>					
		150	85	60			
1	Review proposed scope of work	1					1
2	Project file set-up (contact info-project documents)		2				2
3	Initial Site Visit	6					6
4	Initial Site Visit Follow up Report (Development of Scope)	0.5	2				2.5
5	Technical Assistance Via e-mail and phone	1	2				3
6	Site Visit with Contractor	6					6
7	Construction Kick-Off Site Visit Follow up Report	0.5	1.5				2
8	Technical Assistance Via e-mail and phone	1	2				3
9	Final Site Inspection	6					6
10	Final Site Inspection Follow up Report and Close out	1	1.5				2.5
		34					
Subtotal		23	11	0	0	0	34
Total hours		23	11	0	0	0	34
2021 Hourly rates		\$ 175.00	\$ 85.00				
Fee		\$ 4,025	\$ 935	\$ -	\$ -	\$ -	\$ 4,960
		Total \$ 4,960					
2. Consultants Fees		Prin. Arch    Princ. Des    PM    Arch II    Clerical    Total					
		SubTotal \$0					
3. Estimate of Reimbursable Expenses		Quantity    Unit Cost    Cost					
COPIES (B&W)		436		10	\$0.200	2.00	
PHOTOGRAPHY CD with Digital Images)				1	\$5	5.00	
TRAVEL - (mileage) 218		436 Round Trip		1308	\$0.58	758.64	
Meals and Lodging				1	\$60	60.00	
FAX/TELE/DEL				1	\$20	20.00	
Postage					\$10	0.00	
				SubTotal		\$845.64	
				Handling fee 10%		\$84.56	
				Total		\$930.20	
4. Fee per displine and total fee							
Subtotal		0% \$		4,960			
Direct Expenses				\$930.20			
Total Fee				\$5,890.20			

### Technical Assistance and Grant Monitoring

## 1. Task List

34**Total hours**

\$ 175.00	\$ 85.00
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\$	4,025	\$	935	\$	-	\$	-	\$	-	\$	4,960
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<b>Total</b>	<b>\$</b>	<b>4,960</b>
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Prin. Arch	Princ. Des	PM	Arch II	Clerical	Total
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<b>SubTotal</b>	<b>\$0</b>
-----------------	------------

Quantity	Unit Cost	Cost
----------	-----------	------

<b>SubTotal</b>	<b>\$636.84</b>
-----------------	-----------------

Handling fee 10%	\$63.68
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<b>Total</b>	<b>\$700.52</b>
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**Subtotal**

0% \$ 4,960

### Direct Expenses

**\$700.52**

**Total Fee**

**\$5,680.52**



## Exhibit A-2

### 1. Task List

[illegible]

### Technical Assistance and Grant Monitoring

## 1. Task List

1. Task List		Prin. Arch	Project Manager	Design Staff	Total		
		150	85	60			
1	Review proposed scope of work	1					1
2	Project file set-up (contact info-project documents)		2				2
3	Initial Site Visit	6					6
4	Initial Site Visit Follow up Report (Development of Scope)	0.5	2				2.5
5	Technical Assistance Via e-mail and phone	1	2				3
6	Site Visit with Contractor	6					6
7	Construction Kick-Off Site Visit Follow up Report	0.5	1.5				2
8	Technical Assistance Via e-mail and phone	1	2				3
9	Final Site Inspection	6					6
10	Final Site Inspection Follow up Report and Close out	1	1.5				2.5
							34
Subtotal		23	11	0	0	0	34
Total hours		23	11	0	0	0	34
2021 Hourly rates		\$ 175.00	\$ 85.00				
Fee		\$ 4,025	\$ 935	\$ -	\$ -	\$ -	\$ 4,960
		Total					\$ 4,960
2. Consultants Fees		Prin. Arch	Princ. Des	PM	Arch II	Clerical	Total
		SubTotal \$0					
3. Estimate of Reimbursable Expenses							
		Quantity	Unit Cost	Cost			
COPIES (B&W)		10	\$0.200	2.00			
PHOTOGRAPHY CD with Digital Images)		1	\$5	5.00			
TRAVEL - (mileage) 78.6		471.6	\$0.58	273.53			
Meals and Lodging		1	\$60	60.00			
FAX/TELE/DEL		1	\$20	20.00			
Postage			\$10	0.00			
		SubTotal		\$360.53			
		Handling fee 10%		\$36.05			
		Total		\$396.58			
4. Fee per discipline and total fee							
Subtotal		0%	\$ 4,960				
Direct Expenses		\$396.58					
Total Fee		\$5,356.58					



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114		<b>CONTACT</b> NAME: Steven Galica PHONE (A/C, No, Ext): 216-306-0047 E-MAIL: sgalica@oswaldcompanies.com ADDRESS: sgalica@oswaldcompanies.com		<b>FAX</b> (A/C, No): 216-839-2815	
<b>INSURED</b> Mills Group, LLC 88 High Street Morgantown WV 26505		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		INSURER A : US Specialty Insurance Company		29599	
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

**COVERAGES**

CERTIFICATE NUMBER: 923773549

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Retro Date: 01/14/2008	N	Y	USS 21 31543	1/14/2021	1/14/2022 Each Claim Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION**

West Virginia Division of Culture and History  
State Historic Preservation Office  
1900 Kanawha Blvd. East  
Charleston WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MILLGRO-04

NGALUSKY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Dyer Insurance Group  
325 White Oaks Blvd  
Bridgeport, WV 26330

**CONTACT**

NAME:

PHONE (A/C, No, Ext): (304) 624-5584

FAX (A/C, No): (304) 624-4736

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Motorists Commercial Mutual

14621

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**

The Mills Group, LLC  
63 Wharf Street, Suite 300  
Morgantown, WV 26501

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		5000251217	6/4/2021	6/4/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5000251269	6/4/2021	6/4/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Proof of Liability and Workers Compensation for work being done by the named insured during the policy term.

**CERTIFICATE HOLDER**

West Virginia Department of Arts, Culture & History  
State Historic Preservation Office  
1900 Kanawha Blvd, E. Culture Center  
Charleston, WV 25305

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE