

EXPRESSION OF INTEREST  
Architectural/Engineering Services  
Building 25 Exterior Renovations and Repair  
Avery Street  
Parkersburg, WV

*Response by*  
LBRA Architecture  
3356 Pennsylvania Avenue  
Weirton, WV 26062  
October 27, 2011

RECEIVED

2011 OCT 26 A 10:59

DEPARTMENT OF TREASURY DIVISION  
STATE OF WV

## TABLE OF CONTENTS

TITLE	SECTION	PAGE
EXPRESSION OF INTEREST (ORIGINAL DOA FORM)	1	1
RESPONSE TO EXPRESSION OF INTEREST	2	19
ARCHITECTS QUALIFICATIONS STATEMENT	3	20
RECENT PROJECTS LIST - LBRA	4	22
REFERENCES	5	25



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  
 GSD126415

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  
 BUILDING TWENTY FIVE  
 5TH & AVERY  
 PARKERSBURG, WV  
 26105 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/29/2011				

BID OPENING DATE: 10/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-07		
<p>A&amp;E SERVICES BUILDING 25 EXTERIOR RENOVATION</p> <p>EXPRESSION OF INTEREST (EOI)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING EXPRESSIONS OF INTEREST FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR RENOVATIONS TO THE EXTERIOR OF BUILDING 25 LOCATED IN PARKERSBURG, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4225 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 10/13/2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE EOI BY FORMAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Krista Ferrell</i>	TELEPHONE 304-723-5870	DATE 10/25/11
TITLE OWNER	FEIN 76-0778854	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
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NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS EOI HAS BEEN RELEASED.  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						

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<p>INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             SIGNATURE            LBPA Architecture            COMPANY            10/25/11            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE EOI.</p> <p>REV. 09/21/2009</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED EOI MUST BE SUBMITTED TO:</p> <p style="text-align: center;">           DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130         </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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BID OPENING DATE: 10/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE EOI SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE EOI MAY NOT BE CONSIDERED:</p> <p>SEALED EOI</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>EOI. NO.: GSD126401</p> <p>EOI OPENING DATE: 10/27/2011</p> <p>EOI OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR EOI:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ GSD126415 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Austin P. Royal</i>	TELEPHONE 304-723-5870	DATE 10/25/11
TITLE OWNER	FAX 76-0778854	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration

General Services Division  
Building 25 Exterior Repairs – GSD126415

Krista Ferrell, Buyer Supervisor  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305-0130  
Phone: (304) 558-2596  
Fax: (304) 558-4115  
[Krista.s.ferrell@wv.gov](mailto:Krista.s.ferrell@wv.gov)

**The firm, or anyone on the firm's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee.** Violation may result in rejection of the EOI. The State Buyer named above is the sole contact for any and all inquiries after this EOI has been released.

**1.5 Vendor Registration:**

Firms participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Firm is not required to be a registered vendor in order to submit an EOI, but the **successful firm must** register and pay the fee prior to the issuance of an actual contract.

**1.6 Oral Statements and Commitments:**

Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm's representatives and any State personnel are **not** binding. Only the information issued in writing and added to the Expression of Interest specifications file by an official written addendum is binding.

**1.7 Economy of Preparation:**

Submitted proposals should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content.

**1.8 Labeling of the Sections:** The response sections should be labeled for ease of evaluation.

**1.9 Submission:**

1.9.1 State law requires that the original expression shall be submitted to the Purchasing Division. All copies to the Purchasing Division must be submitted **prior** to the date and time stipulated as the opening date. All expressions will be date and time stamped on the Purchasing Division official time clock to verify time and date of receipt.

1.9.2 Firms mailing expressions should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Division **CANNOT** waive or excuse late receipt of an expression which is delayed and late for any reason according West Virginia State Code §5A-3-11. Any EOI received after the bid opening time and date will be immediately disqualified in accordance with State law and the Legislative Rule 148-CSR-1.

**Submit:**

One original plus (3) convenience copies to:  
Purchasing Division



State of West Virginia  
Department of Administration

General Services Division  
Building 25 Exterior Repairs – GSD126415

2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer:	Krista Ferrell
Requisition #:	GSD126401
Opening Date:	<b>October 27, 2010</b>
Opening Time:	1:30 pm

**1.10 Rejection of Expressions:**

The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. However, the State reserves the right to accept or reject any or all expressions and to reserve the right to withdraw this Expression of Interest at any time and for any reason. Submission of, or receipt by the State of Expressions confers no rights upon the firm nor obligates the State in any manner.

**1.11 Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any firm responding to this EOI for expenses to prepare, deliver, or to attend the short-list interviews.

**1.12 Addenda:**

If it becomes necessary to revise any part of this EOI, an official written addendum will be issued by the Agency to all potential firms of record.

**1.13 Independent Price Determination:**

A contract will not be considered for award if the negotiated price was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor.

**1.14 Price Quotations:** No "price" or "fee" quotation is requested or permitted in the response.

**1.15 Public Record:**

**1.15.1 Submissions are Public Record:**

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All EOI's submitted by firms shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the expressions have been opened.

**1.15.2 Written Release of Information:**

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplication fees paid in advance.

State of West Virginia  
Department of Administration

General Services Division  
Building 25 Exterior Repairs – GSD126415

Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request, whichever is greater.

**1.15.3 Risk of Disclosure:**

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a firm are the only exemption to public disclosure. The submission of any information to the State by a firm puts the risk of disclosure on the firm. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

**1.16 Schedule of Events:**

Release of the EOI	<b>September 30, 2011</b>
Written Questions Submission Deadline	<b>October 13, 2011</b>
Expressions of Interest Opening Date	<b>October 27, 2011</b>
Estimated Date for Interviews, Week of	<b>November 4, 2011</b>

**1.17 Mandatory Pre-bid Conference: N/A**

**1.18 Bond Requirements: N/A**

**1.19 Purchasing Affidavit:**

West Virginia State Code §5A-3-10a (3) (d) requires that all firms submit an Affidavit regarding any debt owed to the State and licensing and confidentiality certifications. The Affidavit **must** be signed and submitted prior to award. It is preferred that the Affidavit be submitted with the EOI.

**PART 2**

**OPERATING ENVIRONMENT**

**2.1 Location:** Building 25, State Office Building, located at Avery Street, Parkersburg, WV.

**2.2 Background:** Building 25, originally constructed in the 1920's, is a two story brick office structure with a basement. The building had a Dryvit exterior finish applied in the late 1980's that now needs repaired or replaced. The intent of this project is to provide a plan to repair or replace the Dryvit, repair the parking areas and re-design/repair the ADA entry ramp.

The design will provide a systematic and comprehensive repair plan to the worn and damaged exterior of the buildings Dryvit system and exterior painted surfaces, a redesigned ADA compliant ramp and door entrance and parking lot improvements including but not limited to curbing, resurface, space reutilization, signage, lighting and striping design package complete with all drawings and specifications. Modifications are to be compliant with all State and Federal regulations as required.

In the first phase of the project, the State intends to have a comprehensive evaluation performed with results in report form including analysis and recommendations. The report

State of West Virginia  
Department of Administration

General Services Division  
Building 25 Exterior Repairs – GSD126415

will address phasing of the work to permit the renovation while the building is partially occupied. A second phase of the project will provide a comprehensive redesign, construction documents and construction phase services.

The initial intent is that following acceptance of the design report, the project will proceed with the redesign/restoration of the exterior drivit and finish, visitor and employee parking lots and ADA ramp.

### PART 3 PROCUREMENT SPECIFICATIONS

3.1 **General Requirements:** Firm must provide architectural, mechanical, electrical, structural and other engineering design services to evaluate, redesign, renovate and complete modifications and upgrades to the Building No. 25's exterior surfaces, handicap entrance ramp and doorway and adjoining visitor and employee parking lots. Firm shall be capable of providing construction phase services in coordination with Agency personnel. Firms are to be WV licensed Architectural or Engineering (A/E) firms and must be familiar with, and have a successful track record of providing all required services. The use of consultants is encouraged to achieve optimum results. The firm must have prior experience in commercial renovation projects and be able to demonstrate experience with three (3) renovation projects of similar size and type.

3.2 **Project Description:** In addition to producing schematic and preliminary design and construction (bidding) documents, the successful A/E will be responsible for verifying, coordinating and documenting building components, existing service lines and tie-ins, and relocating all utilities if necessary. The documentation will be provided to the Owner in both paper and electronic formats with drawing files provided in AutoCAD format.

All project drawings will be in sets of three (3) paper and one (1) in AutoCAD format to allow future changes to the drawings. All drawings and electronic versions will be given to the GSD Architecture / Engineering Section Manager or their designee. The State shall retain copyright control over the final documents and may reuse documents for State facilities management purposes.

3.3 **Special Terms and Conditions:** N/A

3.3.1 **Bid and Performance Bonds:** N/A

3.3.2 **Insurance Requirements:**

- \$1,000,000 General Liability per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Automobile Liability
- \$1,000,000 Professional Liability
- Workers Compensation Certificate upon award
- West Virginia Statutory requirements including
- West Virginia Code §23-4-2 (Mandolidis)

State of West Virginia  
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General Services Division  
Building 25 Exterior Repairs – GSD126415

**3.4 General Terms and Conditions:**

By signing and submitting the EOI, the successful firm agrees to be bound by all the terms contained in Section Three (3) of this EOI.

**3.4.1 Conflict of Interest:**

Firm affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The firm further covenants that in the performance of the contract, the firm shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

**3.4.2 Prohibition Against Gratuities:**

Firm warrants that it has not employed any company or person other than a bona fide employee working solely for the firm or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

**3.4.3 Certifications Related to Lobbying:**

Firm certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the firm shall complete and submit a disclosure form to report the lobbying.

Firm agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

State of West Virginia  
Department of Administration

General Services Division  
Building 25 Exterior Repairs – GSD126415

#### **3.4.4 Vendor Relationship:**

The relationship of the firm to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The firm, as an independent contractor, is solely liable for the acts and omissions of its employees and agents.

Firm shall be responsible for selecting, supervising and compensating all individuals employed pursuant to the terms of this EOI and resulting contract. Neither the firm nor any employees or contractors of the firm shall be deemed to be employees of the State for any purposes whatsoever.

The Firm 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, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The Firm shall hold harmless the State, and shall provide the State and Agency with a defense against all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The firm shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

#### **3.4.5 Indemnification:**

The firm 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 firm, 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; (3) Any failure of the firm, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

#### **3.4.6 Contract Provisions:**

After the most qualified firm is identified, and fee negotiations are concluded, a formal contract document will be executed between the State and the firm. The order of precedence is the contract, the EOI and the firm's response to the EOI.

State of West Virginia  
Department of Administration

General Services Division  
Building 25 Exterior Repairs – GSD126415

**3.4.7 Governing Law:**

This contract shall be governed by the laws of the State of West Virginia. The firm further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

**3.4.8 Compliance with Laws and Regulations:**

The firm shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The firm shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

**3.4.9 Subcontracts/Joint Ventures:**

The State will consider the firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors.

**3.4.10 Term of Contract:**

This contract will be effective (date set upon award) and shall extend until the scope of work is complete or for one (1) consecutive twelve (12) month period. The contract may be renewed upon mutual consent for two (2) consecutive years one (1) year periods or until such reasonable time as may be necessary to obtain a new contract or to complete work.

**3.4.11 Non-Appropriation of Funds:**

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty.

The Agency shall give the firm written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

**3.4.12 Contract Termination:**

The State may terminate any contract resulting from this EOI immediately at any time the firm fails to carry out its responsibilities or to make substantial progress under the terms of this EOI and resulting contract. The State shall provide the firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails to remedy the conditions

State of West Virginia  
Department of Administration

General Services Division  
Building 25 Exterior Repairs – GSD126415

contained in the notice, within the time contained in the notice, the State shall issue the firm an order to cease and desist all work immediately.

The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

**3.4.13 Changes:**

If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by the State, the Agency and the firm. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office prior to the effective date of such amendment.

**NO CHANGE SHALL BE IMPLEMENTED BY THE FIRM UNTIL THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

**3.4.14 Invoices, Progress Payments, & Retainage:**

The Firm shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency based on percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, firm is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified.

Payment will be made only upon approval of acceptable progress or deliverables as documented in the firm's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

**3.4.15 Liquidated Damages:**

According to West Virginia State Code §5A-3-4(8), firm agrees that liquidated damages shall be imposed at the rate of \$100.00 per workday, for failure to provide deliverables at the agreed upon date identified in the final contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the firm.

**3.4.16 Record Retention (Access & Confidentiality):**

Firm shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the firm.

State of West Virginia  
Department of Administration

General Services Division  
Building 25 Exterior Repairs – GSD126415

The firm shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at firm's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Firm shall have access to private and confidential data maintained by Agency to the extent required for firm to carry out the duties and responsibilities defined in this contract. Firm agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the firm, subcontractors, or individuals permitted access by the firm.

## PART 4

### EVALUATION & AWARD

#### 4.1 Evaluation & Award Process:

Expressions of Interest will be evaluated and awarded in accordance with **§5G-1-3 "Contracts for architectural and engineering services; selection process where total project costs are estimated to cost two hundred fifty thousand dollars or more."**

"In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project. All such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three [§59-3-1et seq.] A committee comprised of three to five representatives of the agency initiating the request shall 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. Interviews with each firm selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment. The committee shall then rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. 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, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional



State of West Virginia  
Department of Administration

General Services Division  
Building 25 Exterior Repairs – GSD126415

professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.”

#### 4.2 Proposal Format:

It is strongly preferred that information submitted should be formatted in three ring binders or similarly bound to allow the Agency to remove sections to make additional copies, if necessary, and in the order as set forth below:

##### 4.2.1 Concept

Provide a general discussion of the project and the firm’s approach to addressing issues and concerns including anticipated concepts, proposed methods of design and project sequence as explained in the Background, General Requirements, and Project Description, above.

Include a discussion of similar previous projects and how these issues were resolved.

##### 4.2.2 Firm/Team Qualifications

- a. Provide the name, address, phone number, e-mail address and signature of the firm’s contact person responsible for the project and having full authority to execute a binding contract on behalf of the firm submitting the proposal.
- b. Provide the names, function and resume of individuals within both the lead firm and other team member’s organization who will be assigned to this project.
- c. The design team shall have expertise in the A/E areas previously mentioned. Provide information on all other project consultants, sub-consultants, and firms proposed to be employed by the lead firm for this project.
- d. Provide a statement of the firm’s ability to handle the project in its entirety.
- e. Provide a statement of the firm’s acceptance and full understanding that any and all work produced as a result of the contract will become property of the Agency and can be used or shared by the Agency as deemed appropriate.
- f. Provide evidence of the firm’s ability to formulate designs in conformance with all local, State, and Federal regulations applicable to the project. These requirements shall include with ASME be compliance 17.1 and related life safety code requirements.
- g. Provide a description of any litigation or arbitration proceedings, including

State of West Virginia  
Department of Administration

General Services Division  
Building 25 Exterior Repairs – GSD126415

vendor complaints filed with the State's Purchasing Division, disputes with other Agencies of the State of West Virginia that involved legal representation by either party relating to the firm's delivery of design services, if applicable. Also, any disputes with other Agencies of the State of West Virginia that involved legal representation by either party.

#### 4.2.3 Project Organization

- a. Provide information on the personnel who will manage and persons proposed to be assigned to the project. Provide locations of firm's offices and indicate from where the project will be managed and the work performed. Provide a project organizational chart including key personnel and the proposed organization of the project team.
- b. Provide a statement or evidence of the firm or team's ability to provide services within the project time frame and a proposed project schedule outlining the key phases.

#### 4.2.4 Demonstrated Experience in Completing Projects of a Similar Size and Scope:

- a. Provide descriptions of relevant projects demonstrating the firm's ability to execute projects similar to those described in this Expression of Interest. Firm's managing personnel for this project must have at least five years of experience in evaluating and designing commercial office buildings as described herein. Provide descriptions of not more than ten projects performed in the last ten years. Projects of interests should include work performed within the State of West Virginia.
- b. Project experience shall include the following information pertaining to the listed projects:
  - Project Name
  - Project Location
  - Project Description
  - Construction cost and type of service provide
  - Project size including square footage or acreage, cost and other relevant information
  - Name of project Owner, including phone number and address
  - Contract information including date of completion or percentage of work complete
  - Photographs of each project
  - Any other information deemed relevant

State of West Virginia  
Department of Administration

General Services Division  
Building 25 Exterior Repairs – GSD126415

- c. Provide references for the last five clients for whom the firm has conducted projects of a similar size and type; include the name of the contact person along with the addresses, telephone numbers and short description of the project.

#### 4.3 Evaluation Criteria

Evaluation criteria shall be based on a total of 100 points, inclusive of the oral interview, with total points possible per section, as follows:

- |                                                                                |                    |
|--------------------------------------------------------------------------------|--------------------|
| 1) Concept; or how the proposal demonstrates understanding of the concept      | 15 points possible |
| 2) Firm/Team Qualifications:                                                   | 20 points possible |
| 3) Project Organization                                                        | 20 points possible |
| 4) Demonstrated Experience in Completing Projects of a Similar Size and Scope: | 25 points possible |
| 5) Oral Interview                                                              | 20 points possible |

Selected firms should be prepared to conduct an approximately forty-five minute on-site (Capitol Campus) question-and-answer session with allowance to the firm for the first quarter hour to make a presentation of any type they deem suitable to demonstrate their abilities, knowledge of the subject matter and qualifications. Questions can be based on any aspect of the project or submitted proposals.

RFQ No. GSD126415

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: LRRA Architecture

Authorized Signature: [Signature] Date: \_\_\_\_\_

State of West Virginia

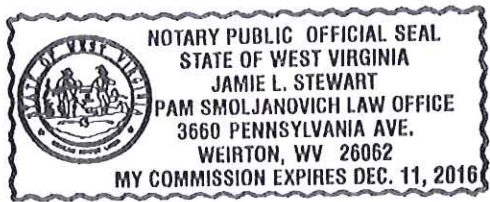
County of Hancock, to-wit:

Taken, subscribed, and sworn to before me this 25<sup>th</sup> day of October, 2011.

My Commission expires Dec 11, 2016.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Jamie L Stewart



October 27, 2011  
Krista Ferrell, Buyer Supervisor  
Purchasing Division  
2010 Washington Street, East  
Charleston, WV 25305-0130

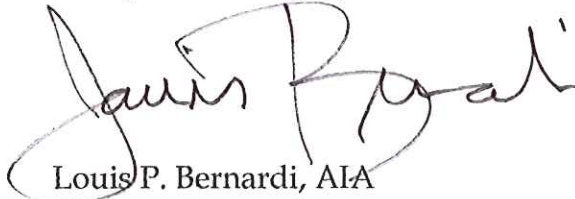
Re: RFQ GSD126415  
Building 25  
5<sup>th</sup> & Avery Street  
Parkersburg, WV 26105

LBRA Architecture is pleased to submit this response to the Department of Administration, General Services Division's request for Expressions of Interest for Architectural and Engineering Services related to *A & E Services Building 25 Exterior Renovation*.

We respectfully submit the relevant information for consideration of our firm and certify that all the statements made and information herein are true and correct.

As requested, enclosed is an original and three (3) copies.

Thank you for this opportunity to submit this proposal and I look forward to working with you on this project.



Louis P. Bernardi, AIA  
LBRA Architecture  
Owner

## Architects Qualification Statement

LBRA Architecture is committed to providing professional consulting services to owners who appreciate appropriate design solutions, quality construction, and strict adherence to budget and schedule requirements.

LBRA Architecture emphasizes design solutions based upon client needs. The firm relies upon carefully prepared construction documents utilizing CAD technology, accurate development of project programming, and construction administration by experienced building experts to insure the success of each project. It is with this formula for quality control that LBRA Architecture offers professional architectural and engineering services to all its clientele.

### **Principal Architect:**

Louis P. Bernardi, AIA

### **Professional History**

Over the course of his career Mr. Bernardi has worked diligently to successfully coordinate the placement of millions of dollars of new construction and renovations, residential and commercial, on time and within specified budgets.

### **Registration**

West Virginia License Number: 3750

Washington, DC License Number: 5786

NCARB: 409133

### **Professional Affiliations**

American Institute of Architects

National Trust for Historic Preservation

Construction Specifications Institute

National Council of Architectural Registration Boards (NCARB)

### **Key Personnel and Consultants**

#### Civil Engineer:

Caleb S. Tabon, PE

PVE Sheffler, LLC

Waterfront Corporate Park II, Suite 103

2100 Georgetown Drive

Sewickley, PA 15143

#### Consulting Mechanical, Electrical and Plumbing Engineers

Kevin Wilson

3356 Pennsylvania Avenue ■ Weirton, WV 26062

304-723-5870 ■ [lou@lbra-arch.com](mailto:lou@lbra-arch.com)

Wilson Lawler Engineering, LLC  
668 Bella Road  
Parker, PA 16049

Landscape Architect:  
W. Cleland (Landy) Dowler  
127 Freeport Road  
Pittsburgh, PA 15215  
(412) 784-1877

Geotechnical Engineering  
Michael G. Suchar, PE  
ACA Engineering  
40 Western Avenue  
Pittsburgh, PA 15202

Structural Engineer:  
David Brace, PE  
Brace Engineering, Inc  
3440 Babcock Blvd  
Pittsburgh, PA

## **RELATED PROFESSIONAL SERVICES**

Typically within the context of basic professional services, the following professionals may also be called upon.

- Interior Design
- Project Management
- Roofing/Waterproofing
- Acoustical Design
- Cost Estimating
- Master Planning
- Due Diligence Reporting
- Traffic Planning
- Hydrology Studies
- Disaster Recovery & Response/ Assessments

**LBRA RECENT PROJECTS LIST****Second Floor Remodeling - Phase I**

Hancock County Courthouse

New Cumberland, WV

This is the first of two phases of this project. The goal is to remodel/renovate of the second floor of the "Addition" portion of the Courthouse into a jail and offices for the Sheriff's department. The work was publicly bid, using Prevailing Wage and included demolition, general construction as well as mechanical, electrical, plumbing and tele-data.

**Brooke County Magistrate Court - Remodeling**

600 Main Street

Wellsburg, WV 26067

This project involved the remodeling of the existing Brooke County Museum into a Magistrate Courtroom and offices.

**Brooke County Courtrooms - Remodeling**

Second and Third Floor, Progressive Bank Building

744 Charles Street

Wellsburg, WV 26070

This project is currently in the planning stage. It involves the construction of a new stair tower along with modifications to the office area of the existing third floor office area disrupted by the stair as well as the general remodeling of the second floor. This work will be publicly bid, using Prevailing Wage and will include demolition, general construction, mechanical, electrical, plumbing and tele-data.

**Sprinkler System for Greater Weirton Senior Citizen's Center**

3425 Main Street

Weirton, WV 26062

The GWSCC wished to make use of the basement area as a venue for events and gatherings. This required modifications to the building including the installation of a Code compliant sprinkler system throughout the building. The work was publicly bid, using Prevailing Wage and included demolition, general construction, sprinkler and electrical.

**Proposed Addition to Library**

Mary H. Weir Public Library

3442 Main Street

Weirton, WV 26062

This project is in the early planning stages. Preliminary layouts are before the Board.



## **Addition to Office Building**

EAP Industries, Inc.  
1575 Smith Twp State Rd.  
Atlasburg PA 15004

This project involves an addition to the existing offices more than doubling the office area for this growing company. It will include all trades including site work. The project is in the construction documents phase and will be self-performed by the owner.

## **Cove Events Center**

Cove Road at East Street (former Cove School)  
Weirton, WV 26062

This project is in the construction documents phase. It involves the construction of a new open-air public meeting and events venue. Included will be a "market" structure, a "stage" structure and an accessible toilet room facility along with parking and vehicle circulation. The owner-developer of the facility will be The Top of WV Convention and Visitor's Bureau. This work was publicly bid, using Prevailing Wage and is currently under construction.

## **Modifications to America's Best Value**

8858 University Boulevard  
Coraopolis, PA 15108

This project includes modifications to railings and structural repairs to an existing 3-story building in Moon Township, Pennsylvania. This work was negotiated with a general contractor and is privately financed.

## **Household Storage Building for Starck Van Lines, Inc.**

12 Starck Drive  
Burgettstown, PA 15021

This project includes the construction of a 40 x 75 feet engineered steel building adjacent to their headquarters building in Paris, Pennsylvania. The work was awarded to a general contractor and is in the permitting phase.

## **"Back To The Grind" Coffee Shop**

430 Market Street  
Steubenville, OH 43952

This project involves remodeling an existing storefront in downtown Steubenville. It is in the permitting phase.

## **Scaffidi's Pasta**

Steubenville, OH

The project is ongoing and involves working with the Owner to finding and assessing potential locations for their new restaurant.

**Photo Studio**

Private Owner  
Weirton, WV

These Owners are constructing this studio as an addition to their home. The work was awarded to a general contractor and is about to commence.

**Brooke County Animal Shelter**

Mac Barnes Drive  
Beech Bottom, WV

The project involved the renovation of roughly 5,000 square feet of the former Windsor Coal Company shower house into an animal shelter. It was completed in 2009. This work was publicly bid, using Prevailing Wage and included demolition, general construction, HVAC, electrical, plumbing and site work.

**Long Term Care Pharmacy**

Weirton Medical Center

This project was an expansion of the existing Tri-State Pharmacy and included remodeling just under 1,000 square feet of former office space. The work was privately negotiated and was completed in January of this year. It included demolition, general construction, electrical, plumbing and HVAC.

**Jane Street Apartments**

Southside, Pittsburgh, PA

This project involves the renovation of an existing warehouse building into 18 apartments, office and retail. The project is privately funded and is in the planning and approval stage.

*This is a partial project list of some recent projects. A comprehensive list will be provide upon request.*

**REFERENCES**

Douglas B. Finton, Owners  
Steel and Wolfe Funeral Home, Inc.  
380 Penco Road  
Weirton, WV 26062  
304-723-5100

Richard Ferguson, Sheriff  
Brooke County WV  
632 Main Street  
Wellsburg, WV 26070  
304-737-3660

J. Mance Frankovich, Owner  
Weirton Lumber Co.  
844 Cove Road  
Weirton, WV  
304-748-6000

Dan Greathouse, Commissioner  
Hancock County Commission  
102 Court Street  
New Cumberland, WV 26047  
304-564-3311

Bernard Kazienko, Commissioner  
Brooke County Commission  
201 Courthouse Square  
Wellsburg, WV 26070  
304-737-4024

Paul Lombardi  
Lombardi Development Co. 820  
Donegal Drive, East  
Follansbee, WV 26037

Nino Scaffidi, Owner  
Scaffidi's Restaurant  
2198 Sunset Blvd  
Steubenville, OH 43952  
740-314-5233

Pam Smoljanovich, Attorney  
Smoljanovich Law Office  
3660 Pennsylvania Avenue, Suite 1  
Weirton, WV 26062  
304-723-1978

Lou Stein, Executive Director  
Valley Ventures, Inc.  
3224 Main Street  
Weirton, WV 26062  
304-748-1525

Chuck Svokas, County Administrator  
Hancock County Courthouse  
New Cumberland, WV 26047  
304-564-3311

Michael S. White, Sheriff  
Hancock County, WV  
102 Court Street  
New Cumberland, WV  
304-374-8157

*Additional references are available upon the request.*