



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

**Solicitation**

NUMBER
DNR214037

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

*Miller Engineering, Inc.*  
*250 Scott Avenue, Suite 5*  
*Morgantown, WV 26508*

VENDOR

DIVISION OF NATURAL RESOURCES  
 PROCUREMENT OFFICE

324 4TH AVENUE  
 SOUTH CHARLESTON, WV  
 25303-1228 304-558-3397

SHIP TO

DATE PRINTED
10/29/2013

BID OPENING DATE: 11/26/2013

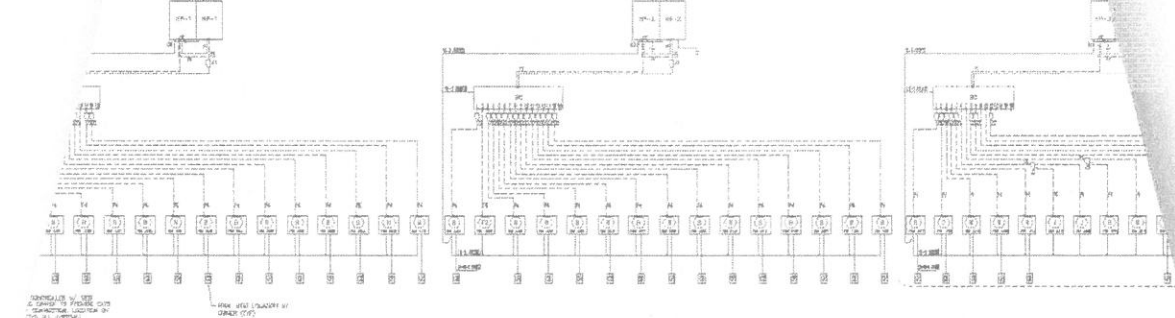
BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-00-00-001		
				ENGINEERING SERVICES		
				EXPRESSION OF INTEREST (EOI)		
				THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING EXPRESSIONS OF INTEREST FROM QUALIFIED FIRMS TO PROVIDE NECESSARY PROFESSIONAL ENGINEERING AND OTHER RELATED SERVICES FOR THE DESIGN AND REPLACEMENT OF THE PRIMARY ELECTRICAL SERVICES AND RELATED IMPROVEMENTS AT HOLLY RIVER STATE PARK, PER THE ATTACHED SPECIFICATIONS AND TERMS AND CONDITIONS.		
				***** THIS IS THE END OF RFQ DNR214037 ***** TOTAL:		
				11/21/13 10:17:39AM West Virginia Purchasing Division		

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304 391 2234 ext 2	20 Nov 13
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	861081386	

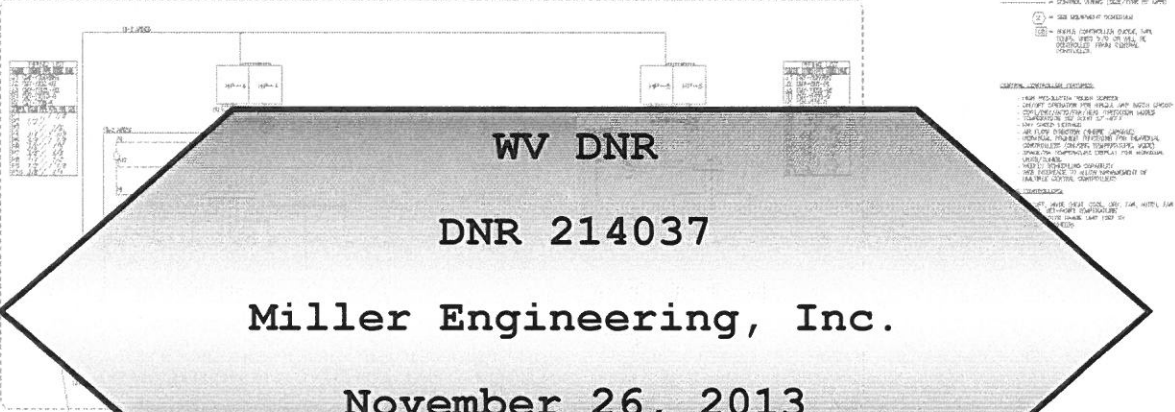
WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

# EXPRESSION OF INTEREST



SYMBOL LEGEND

- = NOT PERMITTED BY WPL
- - - - = CHANGE ORDER FOR TIME TO WPL
- = ON ELEMENT NUMBER
- = MARK OPERATED FROM WPL
- = MARK OPERATED FROM WPL

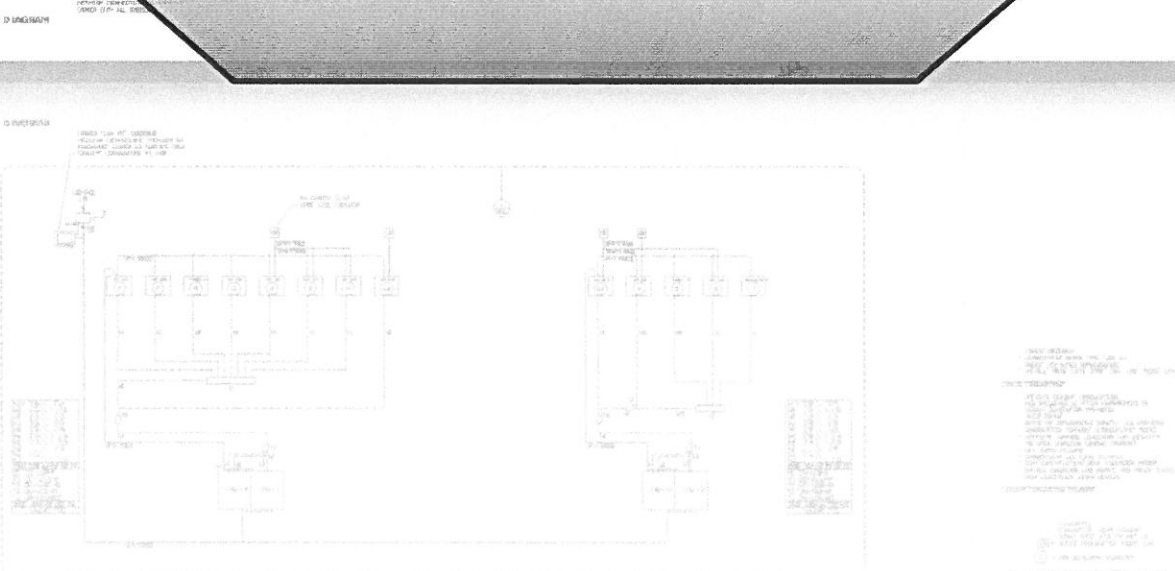


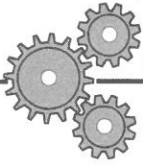
**WV DNR**

**DNR 214037**

**Miller Engineering, Inc.**

**November 26, 2013**





**MILLER**

ENGINEERING, INC.  
*"Autographed with Excellence"*

19 November 2013

Mr. Guy Nisbet  
Department of Administration, State Purchasing  
2019 Washington Street, East  
PO Box 50130  
Charleston, WV 25305-0130

**RE: Holly River State Park, Holly River State Park Primary Electric Service Replacement - DNR214037**

Dear Mr. Nisbet:

Miller Engineering, Inc. is pleased to submit a response to demonstrate our experience and qualifications to provide professional design services related to the Primary Electric Service Replacement at Holly River State Park.

MEI is a professional firm performing design services almost exclusively in West Virginia on a daily basis. We provide services on facility assessment and renovation, new construction, maintenance, repair, and engineered equipment replacement. MEI delivers a quality, cost effective, product developed through a highly interactive process from initial contact through the warranty period. We believe in numerous site visits, often informal, during construction to ensure the work is not stopped by a small issue. This "hands on" approach helps spot potential problems and answer questions proactively. MEI has been repeatedly praised by its clients for the time spent and dedication shown.

While we anticipate from the EOI scope of services that we will predominantly perform the services using our own in-house personnel; and at this time, do not anticipate using sub-consultants.

MEI has completed several successful projects with WV DNR Parks and Recreation. MEI's staff through these projects, and past experience with WV DNR, has an understanding with the Park System's design goals and challenges, as well as a familiarity with the primary electrical system at Holly River.

Miller Engineering provides a qualified staff familiar with the design and construction standards and operational realities of WVDNR Parks and Recreation. Our team will work alongside WVDNR to design and complete a quality project.

We thank you in advance for your consideration for this important project.

Sincerely,

Craig Miller, PE, LEED AP  
President  
Miller Engineering, Inc.

EXPRESSION OF INTEREST

WV DNR

DNR 214037

Miller Engineering, Inc.

November 26, 2013

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## FIRM PROFILE

Miller Engineering, Inc. provides professional services to facility owners and operators, architects, and contractors throughout West Virginia, Pennsylvania, Ohio, and Western Maryland. Miller Engineering services range through all facets of mechanical, electrical, and plumbing design as well as construction administration and project management. Project management services include general oversight to complete project delivery through all phases of design and construction.

Miller delivers a quality, cost-effective product through stakeholder interactivity, and our complete assessment process project planning approach. Miller Engineering practices excellence through consistent site visits during construction as to ensure work flow and maintain quality assurance. Our team has been repeatedly praised by clients for the amount of time and dedication devoted to the successful completion of projects as well as our ability to respond on-site within a short time frame.

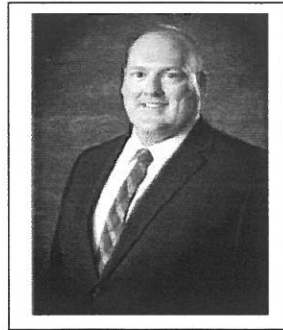
MEI has developed the following philosophy to guide the performance of its services:

- Provide superlative design services to our clients in new construction, renovations, and daily operations.
- Perform work in a timely, accurate, and professional manner.
- Present multiple alternative and solutions whenever possible.
- Work with our clients to control first and life cycle costs.
- Be a technical “sounding board” for our clients in all situations.
- Strive to maintain professional competency through continuing education and training.

Miller Engineering provides a qualified team familiar with the design and construction standards required to meet the needs of WV DNR at Holly River State Park and can assure a superlative standard of quality. MEI's experience with the emergency primary service repairs project gives the team intimate knowledge of the park's electrical service. MEI utilizes a “practical application” approach to all projects throughout the design process to provide a “well rounded” result. This methodology emphasizes the best overall solution, meeting all the client's needs, instead of just the best technical solution.

Miller Engineering  
250 Scott Avenue, Suite 3  
Morgantown, West Virginia 26508  
Phone: (724) 966-5655  
E-mail: cmiller@millereng.net





**B. Craig Miller**  
PE, LEED-AP

WV DNR  
EOI# DNR 214037  
Miller Engineering, Inc.  
November 26, 2013

**Relationship Manager • President**

Craig founded Miller Engineering in 2003 and serves as President and Principal Engineer. He has more than (15) years experience in design, specification, operations and project management. During his employment with WVU, Craig was directly involved with approximately \$130 million in new capital construction, including new high voltage electrical substations serving the campus. His experience with a wide range of projects including HVAC, electrical, plumbing, infrastructure upgrades, building automation, energy efficiency, and maintenance/renovation among others, allow him to serve in multiple capacities within a given project. Craig's past electrical projects with the WV DNR include the Canaan Valley Transformer Replacement and the Holly River Primary Electrical Service Repairs - Phase I.

**PROFILE**

**Project Role: Relationship Manager – Primary Point of Contact**

- Engineer in Responsible Charge
- Design and Project Management of Mechanical, Electrical, Plumbing Projects
- Concept and Construction Design
- Business Operations and Financial Management Oversight
- Quality Assurance and Control

**PROFESSIONAL HIGHLIGHTS**

- Systems replacement specialist.
- WV state specialist on aquatic structures.
- Consistent operable and maintainable designs.
- Below industry change order rate status.
- High level of customer satisfaction standing.

**EMPLOYMENT HISTORY**

2003- Present	Miller Engineering, Inc.	President, Relationship Manager
2002-2003	Casto Technical Services	Existing Building Services Staff Engineer
2001-2002	Uniontown Hospital	Supervisor of Engineering
1995-2001	West Virginia University	Staff Engineer
1990-1995	BOPARC	Caretaker – Krepps Park
1983-1988	University of Charleston	Electrician/HVAC Mechanic

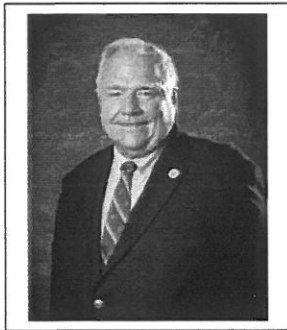
**EDUCATION**

1995	West Virginia University	BS- Mechanical Engineering
1988	University of Charleston	BA- Mass Communications

**Licenses and Certifications**

- Professional Engineer (West Virginia, Pennsylvania, Maryland, and Ohio)
- Licensed Master Plumber
- LEED-AP Certified





**Jack Jamison**

**Electrical Designer • Code Professional**

WV DNR  
EOI# DNR 214037  
Miller Engineering, Inc.  
November 26, 2013

Jack brings over (20) years of experience in the commercial electrical construction field, and over (10) years as an electrical/building inspector. He is certified as a Master Code Professional and has many professional registrations and certifications. Jack also teaches code review classes throughout the year. Jack also takes part in the National Electric Code review committees. Through his experience, he is familiar with many local and state code enforcement officials. Jack's electrical construction and code knowledge spans residential, commercial, industrial, & primary service installations.

### **PROFILE**

#### **WVU Project Role: Design of Electrical Systems**

- Facilities and Project Evaluation
- Management of Project Observations
- Field Observations and Issue Resolutions
- Code Research

### **PROFESSIONAL HIGHLIGHTS**

- Board Member of the WV Code Officials
- Founder and Secretary of the West Virginia Division of the International Association of Electrical Inspectors
- IAEI Ohio Chapter – Membership Chair

### **EMPLOYMENT HISTORY**

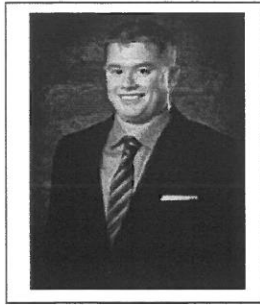
2010- Present	Miller Engineering, Inc.	Code Professional
1999-2010	Megco Inspections	Chief Inspector
1972-1998	Jamison Electrical Construction	Electrician

### **EDUCATION**

1971 Fairmont State College BS-Engineering Technology-Electronics

### **Licenses and Certifications**

- Master Code Professional
- ICC Commercial Building, Building Plans, Commercial Plumbing, Residential Energy, and Accessibility Inspector/Examiner
- IAEI Master Electrical Inspector
- Class C Electrical Inspector – WV, PA, MD, & OH
- WV Master Electricians License
- NCPCCI-2B, 2C, 4B, 4C: Electrical & Mechanical General/Plan Review
- OSHA 30 Hour Course – General Industry
- NFPA Code Making Panel 14 – NEC 2014 Edition



**Travis Taylor, PE**

**Staff Engineer**

WV DNR  
EOI# DNR 214037  
Miller Engineering, Inc.  
November 26, 2013

As a project manager, Travis oversaw many electrical construction projects of varying scope and size. These projects have provided Travis with experience in construction and practical design. Travis has successfully passed the principles and practices examination and is a recently licensed professional engineer. He provides HVAC, Mechanical, Plumbing, and Electrical design services for Miller Engineering along with facility master planning, estimation, and construction administration services. Travis has been involved in past DNR electrical projects including the Pipestem State Park Switchgear Replacement and Holly River Primary Electrical Service Replacement - Phase I.

**PROFILE**

**Project Role: Design of Mechanical, Electrical, and Plumbing Systems**

- Design of Mechanical, Electrical, and Plumbing Systems
- Submittal and RFP Review
- RFI Review and Response

**EMPLOYMENT HISTORY**

2011-Present	Miller Engineering, Inc.	Staff Engineer/ MEP Designer
2006-2011	Tri-County Electric, Co.	Project Manager
2006-2006	Schlumberger	Field Engineer Trainee - MWD

**EDUCATION**

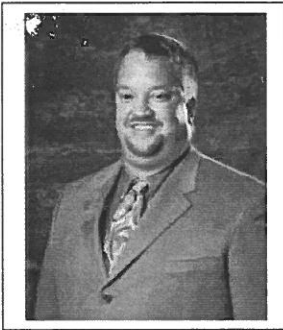
2006 West Virginia University BS – Mechanical Engineering

**Certifications**

- OSHA 10-hour course: Construction Safety & Health
- Professional Engineer - State of West Virginia







**Robert Angus**

**Construction Project Representative**

WV DNR  
RFP# DNR 214037  
Miller Engineering, Inc.  
November 26, 2013

(20) Years of maintenance, operations, and construction management proceeds Robert's engagement with Miller Engineering. Professional expertise of construction project management was gained as an owner of his own contracting company specializing in residential and commercial construction, electrical, plumbing, and HVAC projects. Robert's hands-on, common sense, and valuable work history knowledge, enables him to interface with construction personnel seamlessly alongside engineers and architects. He is adept at preventing and handling issues. Robert is involved at the estimation phase to allow for continuity within the project's design and construction.

**PROFILE**

**Project Role: Constructability Review and Estimation**

- Construction Project Representation and Management
- Project Cost Estimation
- Submittal Review
- RFI, RFPCO Review and Response

**PROFESSIONAL HIGHLIGHTS**

- In (3) years has managed projects totaling \$35 million dollars.
- Maintains a change order rate of less than (5%) consistently.
- (10) Years of owner experience in large scale construction.
- Advocates and participates in community leadership.

**EMPLOYMENT HISTORY**

2009- Present	Miller Engineering, Inc.	Construction Project Representative
2000-2009	Angus Contracting, LLC	Owner/Operator
1991-2000	BOPARC	Director of Maintenance

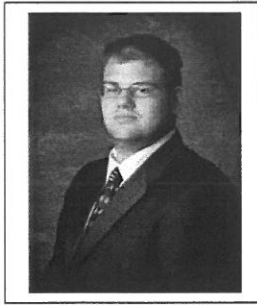
**EDUCATION**

2000	Monongalia County Technical Education Center	Heating, Cooling, and Refrigeration Certification
1996	West Virginia University	Recreation and Parks Administration

**Licenses and Certifications**

- Licensed WV General Contractor
- Licensed HVAC Contractor
- Certified HVAC Mechanic Contractor
- Licensed Journeyman Electrician
- Licensed Master Plumber
- OSHA 10-Hour Construction Safety & Health





**Joseph Machnik**

**MEP Designer**

WV DNR  
EOI# DNR 214037  
Miller Engineering, Inc.  
November 26, 2013

Joseph joined Miller Engineering in order to support computer aided design and modeling functions while enhancing design synergy to occur for our clients. He has experience with AutoCAD, MEP and Revit MEP. He provides modeling, drafting, and supervised design services and construction support for Miller Engineering.

**PROFILE**

**Project Role: Design of Mechanical, Electrical, and Plumbing Systems**

- CADD Coordination of New Construction and Renovation Designs
- Assist with Mechanical, Electrical, and Plumbing systems.

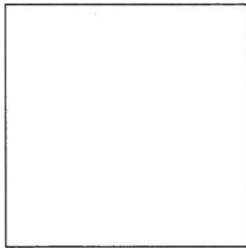
**EMPLOYMENT HISTORY**

2010 – Present Miller Engineering, Inc. MEP Designer

**EDUCATION**

2008 Penn State – Fayette, AS • Building Engineering Systems Technology: *Building Environmental Systems Technology*

2007 Penn State – Fayette, AS • Building Engineering Systems Technology: *Architectural Engineering Technology*



**Kelly Brett**

**BIM Coordinator/Designer**

WV DNR  
EOI# DNR 214037  
Miller Engineering, Inc.  
November 26, 2013

As a project coordinator, Kelly oversaw design coordination efforts on many general construction projects of varying scope and size. These projects have provided Kelly with experience in construction and the integration of multidiscipline construction projects. Kelly is an Autodesk Revit Certified Associate and is responsible for Miller Engineering’s Building Information Modeling Initiative. Kelly has extensive experience in providing design visualization services to enhance the communication between Miller Engineering and their clients. He provides General Trades, HVAC, Mechanical, Plumbing, and Electrical design services for Miller Engineering along with estimation, and construction administration services.

**PROFILE**

**Project Role: Coordination of General Trades, Mechanical, Electrical, and Plumbing Systems**

- Design of General Trades, Mechanical, Electrical, and Plumbing Systems
- Design Visualization
- BIM Coordination
- Submittal Review
- RFI Review and Response

**EMPLOYMENT HISTORY**

2013-Present	Miller Engineering, Inc.	BIM Coordinator/Designer
2002-2012	Alpha Associates, Inc.	CAD Coordinator/Project Manager

**EDUCATION**

2002	Fairmont State University	BS – Engineering Technology
2000	Fairmont State University	AS – Science

**Certifications**

- Autodesk Revit 2012 Certified Associate



# WEST VIRGINIA UNIVERSITY



THE COLLEGE OF ENGINEERING

KNOW ALL PERSONS BY THESE PRESENTS  
THAT THE UNIVERSITY OF WEST VIRGINIA BOARD OF TRUSTEES  
UPON THE RECOMMENDATION OF THE FACULTY  
HAS CONFERRED UPON

CRAIG MILLER

THE DEGREE OF

BACHELOR OF SCIENCE IN MECHANICAL ENGINEERING

WITH ALL THE RIGHTS, HONORS AND PRIVILEGES THEREUNTO  
APPERTAINING. WITNESS THE SEAL OF THE UNIVERSITY  
AND THE SIGNATURES OF ITS DULY AUTHORIZED OFFICERS  
HEREUNTO AFFIXED THIS FOURTEENTH DAY OF MAY,  
NINETEEN HUNDRED NINETY-FIVE

*Neil A. Bucklew*

PRESIDENT OF THE UNIVERSITY

*Robert M. Adamson*

DEAN OF THE COLLEGE

*John R. Hollifield*

CHAIR, UNIVERSITY OF WEST VIRGINIA  
BOARD OF TRUSTEES

*Charles W. Marmey*

CHANCELLOR, UNIVERSITY OF WEST VIRGINIA  
BOARD OF TRUSTEES

# WEST VIRGINIA UNIVERSITY



## COLLEGE OF ENGINEERING AND MINERAL RESOURCE


*Know all persons by these presents  
that the West Virginia University Board of Governors  
upon the recommendation of the faculty  
has conferred upon*

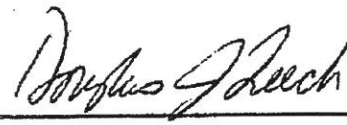
**TRAVIS WAYNE TAYLOR**

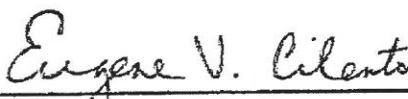
*The Degree of*

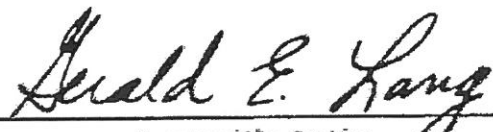
**BACHELOR OF SCIENCE IN MECHANICAL ENGINEERING**

*With all the rights, honors, and privileges thereunto  
appertaining. Witness the seal of the university and  
the signatures of its duly authorized officers hereunto  
affixed this fourteenth day of May,  
two thousand six.*

  
\_\_\_\_\_  
*President of the University*

  
\_\_\_\_\_  
*Chair, West Virginia University  
Board of Governors*

  
\_\_\_\_\_  
*Dean of the College*

  
\_\_\_\_\_  
*Provost and Vice President*

# State of West Virginia



Fairmont State College

This Diploma Makes Known

*That the Fairmont State College Board of Governors upon the recommendation  
of the Faculty of the College has conferred upon*

**Kelly Chandler Brett**

*the degree of*

**Bachelor of Science in Engineering Technology**

*In Testimony thereof, the signatures of the duly authorized officers of Fairmont State  
College and of the Faculty of the College have been affixed.*

*Given under the seal of Fairmont State College, this eleventh day of May, 2002.*

Handwritten signature of the President of Fairmont State College.

PRESIDENT

Handwritten signature of the Chair of the Board of Governors of Fairmont State College.

CHAIR, BOARD OF GOVERNORS

Handwritten signature of the Provost and Vice President for Academic Affairs of Fairmont State College.

PROVOST AND VICE PRESIDENT FOR ACADEMIC AFFAIRS

Handwritten signature of the Provost of the Community and Technical College of Fairmont State College.

PROVOST, COMMUNITY AND TECHNICAL COLLEGE

# State of West Virginia



## Fairmont State College This Diploma Makes Known

*That the West Virginia Board of Regents upon the recommendation  
of the faculty of the College has conferred upon*

**Jack E. Jamison, Jr.**

*the degree of*

## Bachelor of Science

*In Testimony thereof, the signatures of the duly authorized officers of the  
West Virginia Board of Regents and of the Faculty of the College and  
the seal of the West Virginia Board of Regents have been affixed.*

*Done at Fairmont, West Virginia, this 15th day of May, 1971.*

WEST VIRGINIA BOARD OF REGENTS  
*Earle T. Andrews*  
PRESIDENT OF THE BOARD OF REGENTS

*Annabelle Bond*  
CHANCELLOR

*E. R. Seaster*  
PRESIDENT OF COLLEGE  
*William A. Boman*  
DEAN OF ACADEMIC AFFAIRS

# The Pennsylvania State University



By Authority of the Board of Trustees and  
Upon Recommendation of the Faculty, Hereby Confers Upon

Joseph M. Machnik

the degree of

Associate In Engineering Technology

College of Engineering

In recognition of the completion of the Major in  
Architectural Engineering Technology

In Testimony Whereof the Undersigned Have Subscribed Their Names  
and Affixed the Seal of the University this month of May, 2007.

*James S. Broadhurst*  
President of the

*Graham B. Spanier*  
President of the University

*Ray D. ...*  
Executive Vice President



# CERTIFICATE OF *Authorization*

STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS

*The West Virginia State Board of Registration for Professional Engineers  
having verified the person in responsible charge is registered in  
West Virginia as a professional engineer for the noted firm, hereby certifies*

**MILLER ENGINEERING, INC.**

**C02108-00**

**Engineer in Responsible Charge: BRIAN MILLER - WV PE 015184**

*has complied with section §30-13-17 of the West Virginia Code governing  
the issuance of a Certificate of Authorization. The Board hereby notifies you of its  
certification with issuance of this Certification of Authorization for the period of:*

**July 1, 2013 - June 30, 2014**

*providing for the practice of engineering services in the State of West Virginia.*

IF YOU ARE REQUIRED TO REGISTER WITH THE SECRETARY OF STATE'S OFFICE,  
PLEASE SUBMIT THIS CERTIFICATE WITH YOUR APPLICATION.



IN TESTIMONY WHEREOF, THE WEST VIRGINIA STATE BOARD OF  
REGISTRATION FOR PROFESSIONAL ENGINEERS HAS ISSUED THIS COA  
UNDER ITS SEAL, AND SIGNED BY THE PRESIDENT OF SAID BOARD.

BOARD PRESIDENT

# Your ACTIVE PE renewal fee has been received...

Your ACTIVE PE renewal fee has been received. Your pocket card indicating you are entitled to practice engineering in West Virginia until June 30, 2014 may be detached and used until that date unless invalidated as a result of Board audit of your renewal form or formal disciplinary action.

## IMPORTANT REMINDERS:

1. Please include your WV ACTIVE PE license number on any correspondence to this office.
2. Please sign the back of this pocket card and carry the registration with you.
3. You are required to immediately notify the Board, in writing, of the following: loss or theft of license or seal, any name change, any address change, or any employment change.

**BRIAN C MILLER**  
WV PE #015184  
429 LAUREL RUN ROAD  
CARMICHAELS, PA 15320

**West Virginia State Board of Registration  
for Professional Engineers**  
300 Capitol Street, Suite 910  
Charleston, West Virginia 25301  
304-558-3554 Phone  
800-324-6170 Toll Free

THIS IS YOUR RENEWAL PAYMENT RECEIPT  
(in addition to your secondary records of either a canceled check or credit card statement, as well as a confirmation email and printed confirmation page if renewing via our website)  
PLEASE SAVE THIS FOR YOUR RECORDS



**West Virginia State Board of Registration  
for Professional Engineers**

**BRIAN C MILLER**  
WV PE # 015184

This is to certify that the above named PROFESSIONAL ENGINEER has met the requirements of the law, is duly registered and is entitled to practice engineering in the State of West Virginia.

**EXPIRES June 30, 2014**



STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS

To all to whom these presents shall come Greeting  
"Know Ye" That The State Board of Registration for Professional Engineers  
of the State of West Virginia, reposing special confidence in  
the Intelligence, Integrity and Discretion of

**Travis M. Taylor**

DOES IN PURSUANCE OF AUTHORITY VESTED IN IT

by law hereby certify that he having submitted  
satisfactory evidence of his ability and experience is a

**REGISTERED PROFESSIONAL ENGINEER**

Registration Number 20244

"To Hold" and use such title in the practice of his profession,  
subject to the conditions prescribed by law.



Given under the hand of the  
Seal of the Board at the Capitol in the  
City of Charleston,  
This 23rd day of May  
in the year of our Lord 2013  
and of the State  
the One Hundred Forty-Ninth

Members of the Board

*Loren D. Thomas, Jr.*

*Richard E. Dignall*

*Bhajan S. Sahja*

*William E. Dierker*

*[Signature]*



Hereby Certifies that



**Jack E. Jamison, Jr.**

has demonstrated professional qualifications through a written examination based on the National Electrical Code® along with successful completion of field practice and documented expertise in required categories and has hereby achieved certification as

**Master Electrical Inspector**

Effective through:  
September 30, 2013

Certification Identification No.  
CEI-M-187



Secretary to the International Board  
International Association of Electrical Inspectors



International Code Council  
500 New Jersey Avenue, NW  
Washington, DC 20001

The individual named hereon is CERTIFIED in the categories shown, having been so certified pursuant to successful completion of the prescribed written examinations.

*Jack E. Jamison, Jr.*  
Not valid unless signed by certificate holder.  
ICC Certification attests to competent knowledge of codes and standards.



International Code Council  
500 New Jersey Avenue, NW  
Washington, DC 20001

The individual named hereon is CERTIFIED in the categories shown, having been so certified pursuant to successful completion of the prescribed written examinations.

*Jack E. Jamison, Jr.*  
Not valid unless signed by certificate holder.  
ICC Certification attests to competent knowledge of codes and standards.

- Jack E. Jamison, Jr - 5171444
- Accessibility Inspector/Plans Examiner - Exp. 10/31/2014
  - Certified Building Official - Exp. 10/31/2014
  - Commercial Building Inspector - Exp. 10/31/2014
  - Commercial Mechanical Inspector - Exp. 10/31/2014
  - Electrical Inspector - Exp. 10/31/2014
  - Master Code Professional - Exp. 10/31/2014
  - Mechanical Plans Examiner - Exp. 10/31/2014
  - Residential Combination Inspector - Exp. 10/31/2014

INTERNATIONAL  
CODE COUNCIL

- Jack E. Jamison, Jr - 5171444
- Building Plans Examiner - Exp. 10/31/2014
  - Combination Plans Examiner - Exp. 10/31/2014
  - Commercial Electrical Inspector - Exp. 10/31/2014
  - Commercial Plumbing Inspector - Exp. 10/31/2014
  - Electrical Plans Examiner - Exp. 10/31/2014
  - Mechanical Inspector - Exp. 10/31/2014
  - Plumbing Plans Examiner - Exp. 10/31/2014
  - Residential Energy Inspector/Plans Examiner - Exp. 10/31/2014

INTERNATIONAL  
CODE COUNCIL

## Partnership and Customer Service

WV DNR  
EOI# DNR 214037  
Miller Engineering, Inc.  
November 26, 2013

*"Hard working, do-whatever-it takes, diligent team that provides excellent customer service is what you can expect from Miller Engineering."*

**Chris Halterman, Director of Operations**  
*The Dominion Post*

[chalterman@dominionpost.com](mailto:chalterman@dominionpost.com)  
1201 Hal Greer Boulevard  
Morgantown, WV 26508  
Phone: (304) 291-9479

*"Mr. Miller and his team are always available to answer questions and communicate effectively with all stakeholders in a project, from contractors to board members."*

**Patrick Sweeney, Business Manager**  
*Southeastern Greene School District*

[Sweeney.pat@segasd.org](mailto:Sweeney.pat@segasd.org)  
1000 Mapletown Road  
Greensboro, PA 15338  
Phone: (724) 943-3630, ext. 2243

*"As a design/build team, working with Miller Engineering, our project involving a private surgical hospital together was a success – completed ahead of schedule and on budget. Miller worked with us throughout the project to consult, engineer, and inspect the mechanical systems. Craig Miller, PE and his staff are working with us again, and are very important members of our design/build team. I highly recommend their services."*

**Richard J. Briggs, Vice President**  
*Lutz Briggs Schultz and Associates, Inc.*

[lbsa@zoominternet.net](mailto:lbsa@zoominternet.net)  
239 Country Club Drive  
Ellwood City, PA 16117-5007  
Phone: (724) 758-5455

**Miller Engineering**  
250 Scott Avenue, Suite 3  
Morgantown, West Virginia 26508  
Phone: (724) 966-5655  
E-mail: [cmiller@millereng.net](mailto:cmiller@millereng.net)



## Staffing Plan / Communications Procedure

Miller Engineering utilizes a communications procedure designed to minimize downtime while ensuring neither the Owner, design team, or contractor is left out of the loop. Each phase of the project is detailed in the procedure.

### Design

- Craig Miller
  - Main point of contact with Owner's Project Manager.
  - Travis Taylor, Joseph Machnik, & Kelly Brett will be copied on all correspondences.
- Travis Taylor
  - Serves as backup contact with Owner's Project Manager.
- Travis, Joseph, Kelly, Rob Angus, Jack Jamison
  - Will serve as points of contact between Miller Engineering and vendors, code officials, and local utilities.

### Estimating

- Craig
  - Main point of contact with Owner's Project Manager.
  - Rob and Travis will be copied on all correspondences.
- Rob
  - Serves as backup contact with Owner's Project Manager.
- Rob, Travis
  - Will be main point of contact between Miller Engineering and vendors.

### Bidding

- Craig
  - Main point of contact between Miller Engineering and the Owner's Project Manager.
  - Travis and Rob will be copied on all correspondences related to bidding.

### Construction

- Rob
  - Main point of contact with Owner's Project Manager, vendors, and contractors.
  - Craig and Travis will be copied on all correspondences.
- Craig
  - Will serve as backup point of contact between Miller Engineering with vendors, and contractors.
- Travis
  - Backup contact with vendors, and contractors.

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E-mail: cmiller@millereng.net



## Warranty

- Craig, Rob
  - Main point of contact with Owner for warranty period.

## Methodology for Communication

The preferred method of communication is written, but Miller Engineering's staff will use verbal communication if necessary for continuing project flow. Any verbal discussions or directions will be documented in meeting minutes or memo, and distributed to all members of the project team possibly affected by the conversation. To minimize project downtime and ensure there are no gaps in communication, Miller Engineering utilizes a backup system. The system consists of our secure network and a secure FTP site. All written correspondences are stored on the network and FTP site. Project team members are given access to the FTP site. The FTP site also serves as a way of transmitting large files electronically. This can serve to prevent downtime waiting on multiple emails or shipping hard copies.

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**PROJECT: Holly River State Park Primary Electric Repair**

**OWNER: WEST VIRGINIA DEPARTMENT of  
NATURAL RESOURCES**



**Project Description:**

**Total Project Budget:**

*\$1,165,000(est.)*

**MEP Budget:**

*\$1,165,000 (est.)*

**Facility Area:**

*N/A*

**Services Provided:**

*Electrical Design and  
Installation*

**Project Status:**

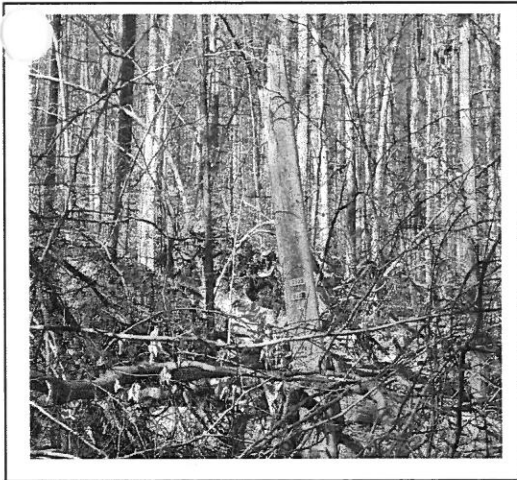
*Complete*

**Project Completion**

**Date:**

*3/11/2013*

On October 18, 2012, Super Storm Sandy hit the area around Holly River State Park. In 12 hours, 31 inches of snow fell causing devastating damage to the park, totally destroying the overhead primary electric service transmission lines, which are owned by the DNR. MEI was hired to design and develop a plan to restore the power to the park and prevent future damages. It was determined that it was in the best interest of the owner to install the new service underground.



**MEP Highlights:**

Install 4" Conduit for 2.5 Miles buried in the park mostly through solid rock. Install new primary service throughout park facility and re-connect all existing electrical loads. Demo existing overhead service and reclaim PCB transformers. Restore park to pre-storm conditions in all excavated areas.

**REFERENCE:**

Brad Leslie PE, WV Department of Natural Resources  
324 Fourth Ave, South Charleston, WV 25303  
304-558-2764

**PROJECT: Holly River State Park Primary Electric Repair**

*OWNER: WEST VIRGINIA DEPARTMENT of  
NATURAL RESOURCES*



**Project Timeline:**

Due to the upcoming winter, and the fact that the entire park was without power, the project was a priority and went from design to bid in just under 4 weeks. Many coordination issues were worked out with the Department of Highways and the Department of Environmental Protection in a short amount of time.



**REFERENCE:**

Brad Leslie PE, WV Department of Natural Resources  
324 Fourth Ave, South Charleston, WV 25303  
304-558-2764

## PROJECT: PIPESTEM SWITCHGEAR REPLACEMENT

OWNER: WEST VIRGINIA DEPARTMENT of  
NATURAL RESOURCES



Total Project Budget:  
*\$180,000*

Facility Area:  
*N/A*

Services Provided:  
*Designed Replacement*

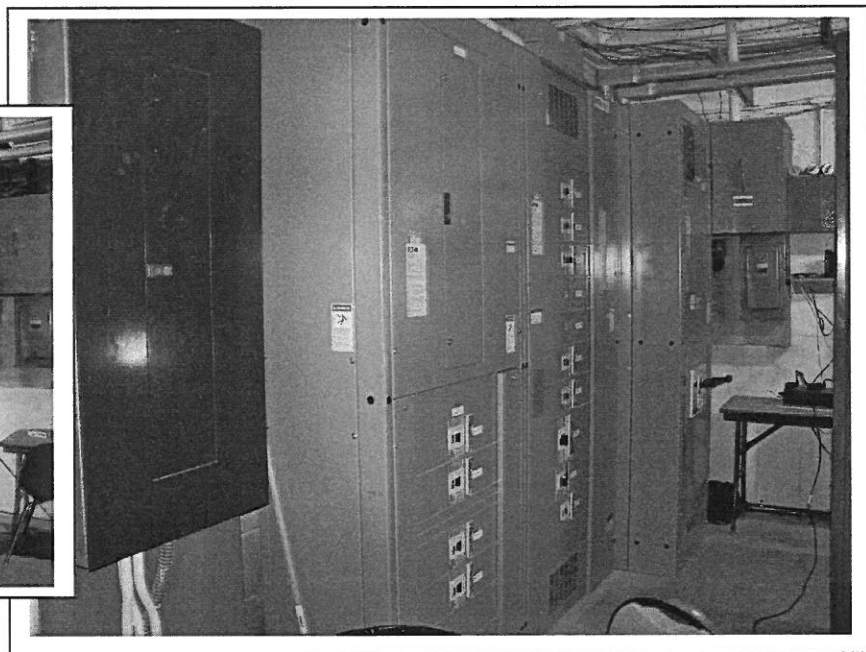
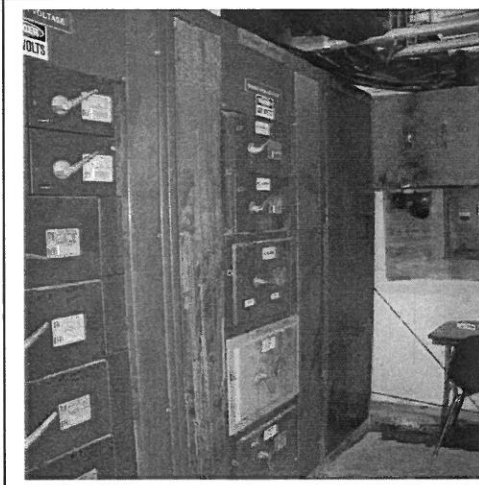
Project Status:  
*Complete*

Project Completion  
Date:  
*July 2012*

### MEP TECHNICAL HIGHLIGHTS:

The first challenge encountered was repairing the existing switchgear so it could operate temporarily until the project could be completed. Miller Engineering, along with the DNR's electricians and maintenance staff, were able to repair the existing equipment for temporary use.

The new switchgear also incorporates fault indication, a higher interrupting current rating, and a switch to de-energize the equipment if the cover is removed while energized. These were included to improve the safety of the park's personnel.



### PROJECT DESCRIPTION:

The project replaced an existing 480V, 2,000 amp switchgear serving half of McKeever Lodge at Pipestem State Park. The existing switchgear experienced water damage due to a burst HVAC line. The new switchgear incorporates electronic trip breakers compared to the original fused switches. Fault indication was added to the switch gear to reduce personnel hazards. Additional grounding of the equipment, enclosures, and raceways were also included in the project.

### REFERENCE:

Brad Leslie PE, WV Department of Natural Resources  
324 Fourth Ave, South Charleston, WV 25303  
304-558-2764

# PROJECT: CANAAN EM. TRANSFORMER REPLACEMENT

OWNER: WEST VIRGINIA DEPARTMENT of NATURAL RESOURCES



Total Project Budget:  
*\$202,970*

Facility Area:  
*N/A*

Services Provided:  
*Designed Replacement*

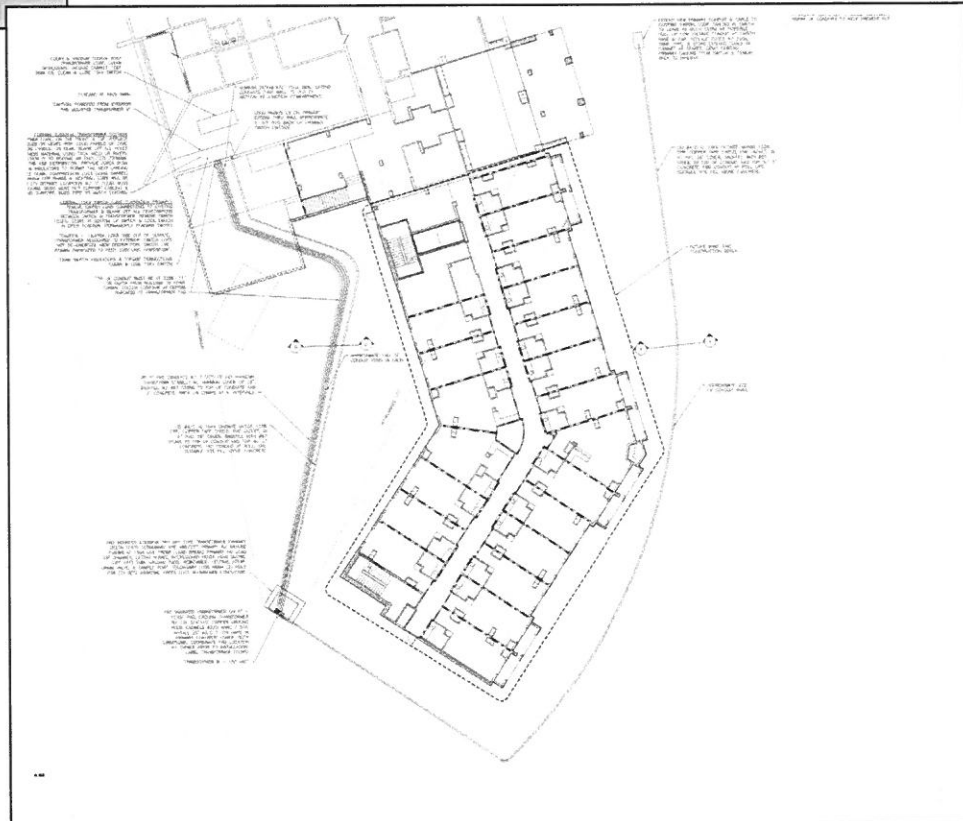
Project Status:  
*Complete*

Project Completion Date:  
*July 2012*

## MEP TECHNICAL HIGHLIGHTS:

The project involved replacing a transformer that was in service at the time. Shutdown of the park's electrical service had to be carefully coordinated.

This project had to be coordinated with a lodge expansion project that is to be performed in the future. The routing of the primary and secondary raceway and wiring had to be carefully coordinated to not interfere with the expansion footprint or construction extents.



## PROJECT DESCRIPTION:

The project replaced an existing 12,470 - 480V oil filled transformer. The existing raceway from the transformer to a high voltage switch had to be relocated around the footprint of a future lodge expansion.

## REFERENCE:

Brad Leslie PE, WV Department of Natural Resources  
324 Fourth Ave, South Charleston, WV 25303  
304-558-2764

## PROJECT: ASR Rehabilitation Hospital

OWNER: Advanced Surgical Associates



Total Project Budget:  
**\$13,500,000**

Facility Area:  
*N/A*

Services Provided:  
*MEP, FA, FP, MedGas,  
Nurse Call*

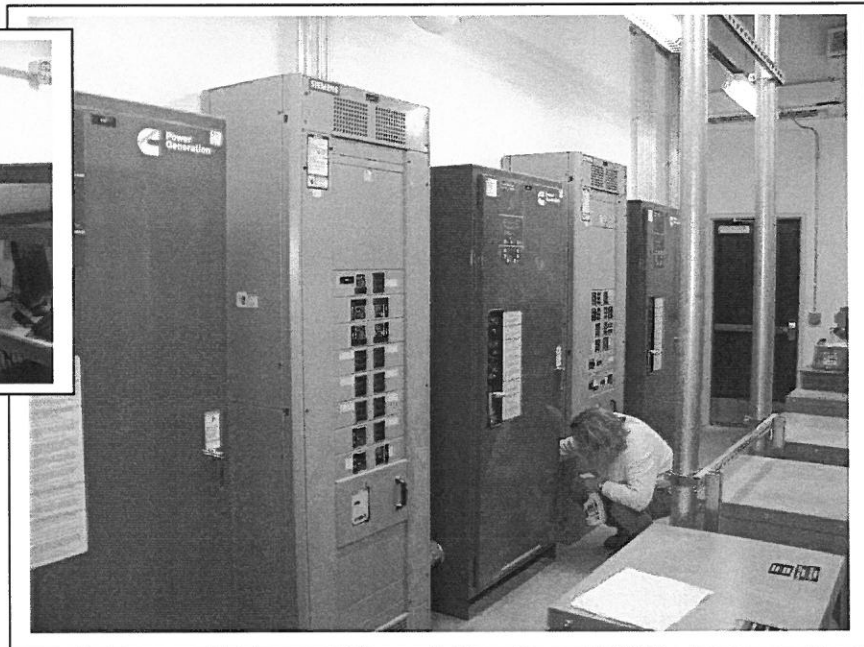
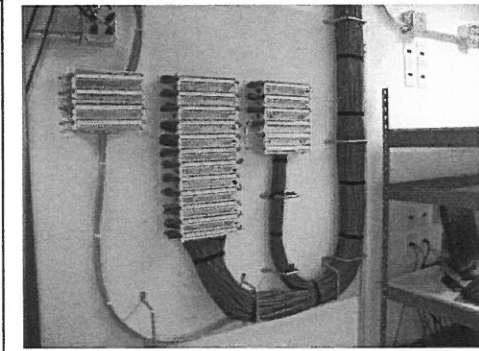
Project Status:  
*Complete*

Project Completion  
Date:  
*May 2010*

### MEP TECHNICAL HIGHLIGHTS:

The power system serving the hospital incorporates redundant feeds to a central distribution system. Different power and occupancy requirements require multiple transfer switches which must be serviceable while still in operation. The surgery suites require isolated neutral power systems for each suite for patient safety along with detailed grounding and bonding to reduce the potential for ignition of anesthesia gases.

A high level of fault indication is required to protect both equipment and personnel. All this must be accomplished while preventing neutral harmonics that can interfere with the operation of patient support equipment.



### PROJECT DESCRIPTION:

The project is a 67,000 sq. ft. design-build orthopedic hospital with a 5 OR suite surgery center including: Pre-Op, PACU, Phase II, and 21 patient rooms. The facility includes all supporting service such as dietary, diagnostic imaging (X ray, MRI, etc), lab, pharmacy, offices, and associated central and public spaces. The surgery suites are sized such and are capable of any surgery procedure through Orthopedic and open heart surgery. The Electrical Systems are redundant; utilizing multiple transfer switches and sources. The grounding and Bonding meets NFPA and AIA requirements for hospitals , which are complex and lengthy to implement.

### REFERENCE:

Rick Briggs  
Lutz Myers and Associates, Inc.  
239 Country Club Drive  
Ellwood City, PA 16117  
724-758-5455 phone

**PROJECT: DOMINION POST ELECTRICAL  
UPGRADES**

**OWNER: GREER INDUSTRIES**



**Total Project Budget:**  
*\$739,122*

**Facility Area:**  
*18,000 sq. ft*

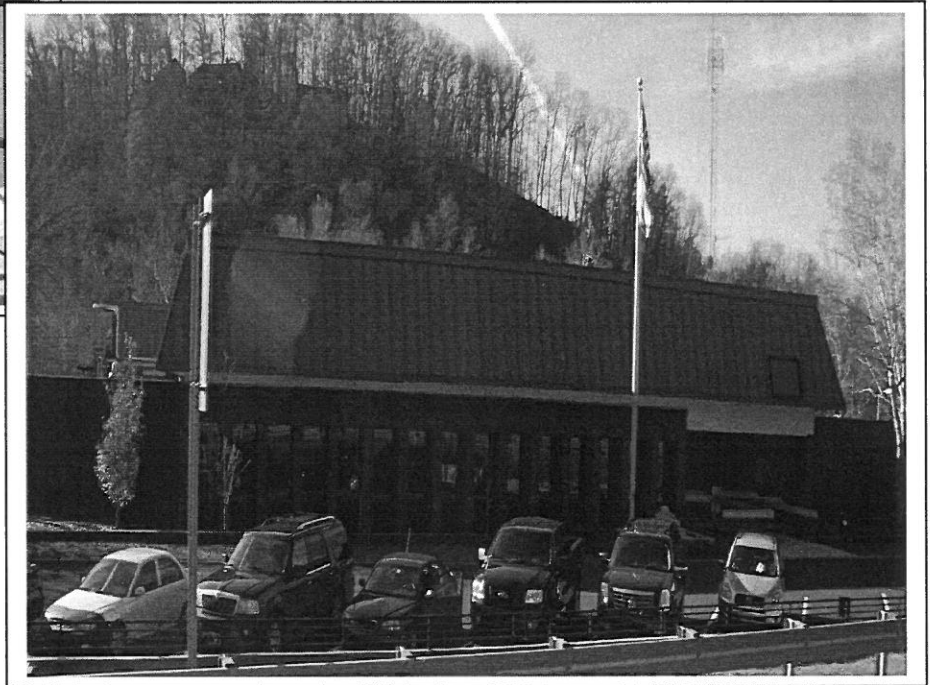
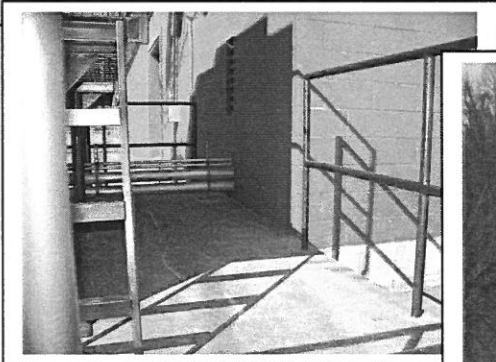
**Services Provided:**  
*Electrical*

**Project Status:**  
*Complete*

**Project Completion  
Date:**  
*May 2008*

**MEP TECHNICAL HIGHLIGHTS:**

This project was performed in phases as the facility houses the West Virginia Radio Corporation and the Dominion Post newspaper, which are operated continuously. The construction phases were coordinated to allow occupancy; including night shift and short outages.



**PROJECT DESCRIPTION:**

The project included the installation of a new 3,000 amp electrical service to the facility. New integrated facility switchboards (IFS) were installed, and all existing electrical circuits were relocated to the IFSs. New UPS systems were installed to serve the office areas, alleviating voltage drop issues associated with the start-up of the newspaper press equipment.

**REFERENCE:**

Chris Halterman  
1251 Earl Core Rd. Morgantown, WV  
304-291-9479

## **Holly River Primary Electric Service Replacement PRELIMINARY NARRATIVE PROJECT PLAN / PROJECT APPROACH**

Miller Engineering respectfully provides this preliminary project concept approach as some indication of how we understand the project at this time. It is intended to stimulate thought and detailed conversation with the Owner and lead to a full development of the project requirements.

### **PHILOSOPHY:**

Miller Engineering believes deeply in interactive design. A design must meet certain technical and regulatory requirements, but it must also be practical, operable, and above all maintainable. Craig Miller, our President, worked for many years as a maintenance mechanic and HVAC system operator while attending college and has an inherent understanding of the need for systems to be operable and maintainable. Travis Taylor has experience as a project manager for an electrical contracting firm and is knowledgeable in electrical construction and maintenance. Other Miller Engineering staff also have years of trades' experience and new employees are required to spend significant time in the field to develop a working knowledge of real world systems, not just diagrams in paper or on books. We believe this is what sets us apart from many other firms.

### **DETERMINATION OF EXISTING CONDITIONS:**

Miller Engineering has extensive knowledge of the electric service at Holly River State Park. MEI was the Engineer of Record for the emergency electrical repairs that were required as a result of Hurricane Sandy. Miller Engineering also was the consultant for additional emergency cable and transformer repairs of the original campground section. As a result of these past repairs, MEI is thoroughly familiar with the existing HV underground cable route and the location and installation methods used for the transformers.

### **EVALUATION AND RECOMMENDATIONS:**

Miller Engineering will review the existing conditions, develop a detailed understanding of the existing low voltage system, its condition, and merge this with the Owner's experience in operating the facility. Once the conditions are understood, Miller will meet with the Owner to review our findings.

Miller Engineering will take all the information gathered, review this against the Owner's needs and goals, and make recommendations for systems requiring corrective action, repair, or replacement. The team will review its findings/ recommendations with the Owner and proceed to develop a detailed scope of work for the project. Such as scope is often required to balance the technical findings with the budget realities that often exist on projects.

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Miller Engineering will prepare a budgetary estimate which will delineate areas of scope and assign preliminary tasks to those items. This helps the Owner make informed decisions about the scope and its impact on budget.

#### DESIGN PROCESS:

Work on this project will require detailed drawings to indicate what will remain and what must be repaired or replaced. Miller Engineering will re- create the original drawings, meshed with field observations, to represent the system with reasonable accuracy.

These drawings, and our field evaluation data will be used to verify a schematic plan replacement. As MEI was the Engineer of Record for the emergency repairs which included all cabling serving the cabins and support facilities, all new cabling and equipment will be coordinated to be compatible with the section that was already repaired. Miller Engineering will review the schematic concepts with the Owner and with the Owner's concurrence; proceed to develop construction documents for competitive bidding of the project; we do not anticipate that a formal design development phase will be required.

We believe in multiple Owner reviews, whether formal or informal by either meeting or conference call; depending on the circumstance. The Team will periodically review the design progress with the Owner and will produce full technical bidding plans and specifications as part of design.

#### BIDDING AND CONSTRUCTION:

The team will assist the Owner in bidding and construction management of the project through closeout with sufficient site time to insure the project is being implemented correctly and to plans and specs. Such assistance typically includes: pre-bid meeting attendance, answering pre-bid meeting technical questions promptly, aggressive construction administration with multiple visits including "drop in" visits, periodic but relevant progress meetings, review of payment applications, approval of submittals, answering Requests for Information (RFIs), and change order request evaluation. Miller Engineering will witness testing and start-up of new electrical equipment. We will also perform Punch list and closeout of the project including: verifying completeness of demonstration and training, review/ approval of record drawings, and review / approval of O&M manuals.

#### POST CONSTRUCTION:

While beyond the defined scope of the project or our contract responsibilities, Miller Engineering always tries to remain available as a technical resource to the Owner should questions arise about the project. We find this particularly helpful during the warranty period as we can review warranty issues and advise the Owner as to our understanding of the contractors warranty responsibilities in regards to issues or concerns that occasionally arise.

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## Cost Controls

The Holly River State Park primary electrical service consists of the original cable and equipment serving the campground, and the newly installed cable and equipment serving the cabins and support facilities. A thorough coordination between the new and old systems needs to be performed to ensure a proper replacement of the old section without negatively affecting the recently installed section.

Coordination is one of the largest items affecting budget. Not only must there be coordination among all trades during construction, but also between the Owner and members of the design team starting at the programming and schematic design phase. This helps with alleviating confusion within the design documents, which can often be the basis of change orders.

### Estimating Methodology

- Perform initial budgetary estimate of probable cost. Review initial estimate with owner to determine possible changes in scope or design.
- Utilize third party contractors, which will not be participating in bidding, to verify and provide feedback regarding the estimate of the designs installed costs.
- Communicate any possible cost implications of design changes with the Owner and the design team.
- Perform estimating at each design phase and update as necessary throughout.

### Change Order Aversion Methodology

Miller Engineering uses the following methodology to reduce and mitigate confusion and change orders, helping to control unexpected costs. While it has become more detailed over time, the basis still remains the same.

### Programming / Schematic Design

- Communicate with the owner in a clear and open fashion from the first meeting.
- Listen to and review the Owner's goals. Discuss methods for arriving at those goals.
- Review the Owner's operation and maintenance procedures and capabilities to ensure the system is designed to which the Owner can properly maintain.
- Review installation method requirements with local construction standards.
- Discuss the short and long term impacts of any design decisions amongst both the design team and with the Owner. Document any discussions in detail for the Owner to review.
- When feasible, review the project with local utilities to ensure compliance.
- Explore options that may not have been originally considered. Explain the positives and negatives of any option to allow the Owner to make a educated decision.
- Ensure the plans being set forth are constructible and within budget.

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### Design Development

- Review any changes that may affect the Owner's ability to operate and maintain the facility arising during schematic design prior to continuing with design development.
- Continuously review the design for constructability.
- Communicate system requirements to all members of the design team as early as possible. Resolve any conflicts within a timely manner.
- Continuously coordinate design work with all members of the design team. Lack of coordination is a leading cause of change order requests.
- Review the electrical equipment vendors with the Owner prior to the start of specifications.
- Any changes required during design development will be communicated in writing to the Owner with an explanation of potential impacts.

### Construction Documents / Bidding Phase

- Communicate any unresolved issues from the Design Development phase at the beginning of the Construction Document phase.
- Peer review the documents once they have reached 30% complete.
- Review Miller Engineering's construction document checklist to ensure proper notes, legends, schedules, etc. are being developed and included.
- Perform full review of the documents focusing on operation and maintenance, as well as the impact on the facility.
- Peer review the documents once they have reached 50% complete.
- Develop a detailed description of outstanding issues or conflicts and resolve using a checklist methodology.
- Review specifications and notes to determine if they establish an appropriate level of quality for MEP system installation.
- Perform peer review of documents once they have reached 95% complete.
- Ensure the documents clearly define coordination amongst all trades.
- Perform final review of documents with Owner. Discuss in detail of how the project is implemented according to the plans and specifications.
- During the bidding process, answer any question in writing for distribution to all bidders. Ensure answers become part of project requirements. Answer questions in a timely manner to prevent delays in bid submissions.

### Construction Phase

- Review contractor coordination at the first project meeting and any subsequent meetings.
- Perform timely review of shop drawings and submittals to reduce the potential for a delay based claim.
- Answer RFIs in a timely manner and issue clarification drawings (CSD) as necessary. Distribute CSDs to all potentially affected trades.

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Utilizing this methodology, Miller Engineering is able to maintain a very low change order rate. Most change orders are initiated by the Owner to add work to the project. During our ten years of providing service, Miller Engineering has averaged less than one change order for every three projects with an average cost of less than 0.5% of the total MEP cost.

## Project History in Relation to Change Orders\*

Project Name	Change Order	Reason
Dominion Post HVAC Renovation	None	N/A
Washing Medical Associates Hospital	None	N/A
Blackwater Falls HVAC Upgrade	Yes	Degraded Condensate Piping
Bluestone Park Electric Upgrade	None	N/A
WVU Pools VGB Conversions	None	N/A
Bluestone Pool	None	N/A
Fairmont State Falcon Center	None	N/A
Twin Falls HVAC Replacement	None	N/A
Davis & Elkins College HVAC	None	N/A
Hawks Nest HVAC Replacement	None	N/A
Berkley Springs Bathhouse	9 (Accepted only 2)	Unforeseen Conditions
Bluestone Pool	None	N/A
Greenbrier Pool	None	N/A
Parkersburg Armory Conversion	None	N/A
Martinsburg Pool	None	N/A
Preston 911 Call Center	None	N/A
Moundsville Pool	None	N/A
Cass Store HVAC	None	N/A
Grafton Pool	None	N/A
Cheat Lake Elementary	None	N/A

\*Excludes Owner requested change orders altering the scope of work.

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 E-mail: cmiller@millereng.net





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2013

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 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 The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	CONTACT NAME: Vanetee S. Bayne	
	PHONE (A/C No. Ext): 216-839-2800	FAX (A/C No.): 216-839-2815
	E-MAIL ADDRESS: VBayne@oswaldcompanies.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentinel Insurance Company	11000
	INSURER B: Hartford Ins. Co. of Midwest	37478
	INSURER C: Trumbull Insurance Company	541330
	INSURER D: Beazley USA Services, Inc.	
	INSURER E:	
	INSURER F:	

INSURED  
MILLE-5  
Miller Engineering Inc.  
250 Scott Avenue #3  
Morgantown WV 26508-8818

COVERAGES CERTIFICATE NUMBER: 1705621375 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> All Primary & <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	40SBAIR3720	4/23/2013	4/23/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	40UECKT6293	7/8/2013	7/8/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	40WECBQ9139 40WECBQ9139	7/1/2013 7/1/2013	7/1/2014 7/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liability Claims Made Retro Date:FPA	N	Y	V12079130301	11/1/2013	11/1/2014	Each Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER	CANCELLATION
Specimen For the Purpose of Evidencing Coverage Only	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 <i>Vanetee Bayne</i>

# EXPRESSION OF INTEREST

Holly River State Park  
Primary Electric Service Replacement  
DNR214037

## TABLE OF CONTENTS:

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- 2. Section One: General Information
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- 6. Section Five: Terms and Conditions
- 7. Certification and Signature Page

## SECTION ONE: GENERAL INFORMATION

- 1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for West Virginia Division of Natural Resources, State Park Section (“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 necessary Engineering Services for the Design and Construction of replacement of the Primary Electrical Service and other related improvements at Holly River State Park (“Project”).
- 3. **SCHEDULE OF EVENTS:**

Release of the EOI.....	11/01/2013
Firm’s Written Questions Submission Deadline. ...	11/14/2013 at 10:00 AM. EDT
Addendum Issued .....	TBD
Expressions of Interest Opening Date.....	11/26/2013 at 1:30 PM. EDT.
Estimated Date for Interviews .....	TBD

**EXPRESSION OF INTEREST**

Holly River State Park  
Primary Electric Service Replacement  
DNR214037

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

Instructions begin on the next page.

**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. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the 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.

Question Submission Deadline:

November 14, 2013 at 10:00AM. EDT.

Submit Questions to:

Guy Nisbet, Senior Buyer

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: (304) 558-3970

Email: Guy.L.Nisbet@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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



The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus  convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:     | Technical  
                    | Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

**Bid Opening Date and Time:**

November 26, 2013 at 1:30 PM. EDT.

**Bid Opening Location:**

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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## SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at 324 4<sup>th</sup> Avenue, South Charleston, WV 25303 and the Project will be completed at 680 State Park Road, Hacker Valley, WV.
2. **Background:** The Division of Natural Resources desires to replace the remaining original “old” portion of the high voltage distribution including approximately 11,000 feet in length of underground cable and related distribution components. It starts at the west end of the park near the assistant superintendents house and serves the campground areas of the park; and has several tee connections to distribute primary to these campgrounds. This portion was installed in 1971 and is direct buried high voltage concentric neutral cable. There are approximately 15 transformers serving this “old” section of distribution, along with secondary panels, RV connections, bath houses, and the sewer plant. Near campsite 1, the “old” portion connects to the new underground distribution installed in winter 2012-2013, providing power to the cabins, administrative buildings, pool, and activity buildings in the rest of the park
3. **Qualifications and Experience:** Vendors will 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 what the project goals and objectives where and how they were met.
  - 3.1 In addition to the above, the Vendor must provide information regarding the following:
    - a. The successful firm or team must demonstrate a clear procedure for communication with the owner during all phases of the project.
    - b. The successful firm or team must demonstrate a history of projects that met the owner’s budget and a clear plan to insure the project can be constructed within the project budget. This plan must be described in detail.
    - c. The successful firm or team must demonstrate competent and acceptable experience in all expected professional disciplines necessary for the design and completion of the project.

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**4. Project and Goals:** The project goals and objectives are:

- 4.1. Goal/Objective 1: Review existing plans and conditions and evaluate them to determine a work plan that can be implemented through the bidding documents that will minimize disruption to concurrent operation of the facility.
- 4.2. Goal/Objective 2: As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current code, and budget.
- 4.3. Goal/Objective 3: Provide Construction Contract Administration Services that insures the project is constructed and functions as designed.

**5. Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

5.1. Materials and Information Required at Oral Presentation:

The Vendor must be prepared to discuss and clarify required items submitted with the EOI as indicated in Section 3.

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

1. **Economy of Preparation:** EOI's should be prepared simply and economically, providing a straightforward, concise description of 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 QUOTATIONS:** The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. In accordance with the Code requirements, no "price" or "fee" information is requested or permitted in the bid 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 West Virginia Code §5G-1-3. That Code section requires the following:
  - 3.1. **Required Elements of EOI Response:** 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.
  - 3.2. **Public Advertisement:** All EOI requests shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3-1 et seq.
  - 3.3. **Selection Committee Evaluation & Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
    - 3.3.1. 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.
    - 3.3.2. conduct interviews with each firm selected and the conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment.
    - 3.3.3. rank in order of preference no less than three professional firms deemed to be

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the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.

3.3.4. 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.

3.3.5. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.

3.4. **Vendor Ranking:** All evaluation criteria is 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 and experience                             | 40 Points Possible |
| • Approach and methodology for meeting Goals and Objectives | 40 Points Possible |
| • Oral Interview  | 20 Points Possible |

<b>Total</b>	<b>100</b>
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**SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"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 extends for a period of [ ] year(s).

**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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to [ ] successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

| ✓ | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within [ three hundred sixty-five (365) ] days.

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

| | **Other:** See attached.



4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 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. **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.
7. **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 of 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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- | | **BID BOND:** All Vendors shall furnish a 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 . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| **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 issued and 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.

| **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.

| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| **Commercial General Liability Insurance:**  
 or more.

| **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

- |
- |
- |
- |
- |

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

| | **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.


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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

	for	

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. 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.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **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.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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\\_requisitions@wv.gov](mailto:purchasing_requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

**52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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

- b. 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.

**53. 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.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:

Contractor's License No.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **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 AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
  - ii. Name of each subcontractor
  - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
  - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 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.

**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:
  - a. 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:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
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.

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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 exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Miller Engineering Inc

Authorized Signature: [Signature] Date: 20 Nov 13

State of WV

County of Monongalia, to-wit:

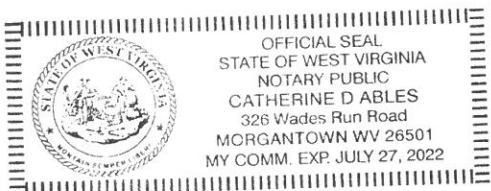
Taken, subscribed, and sworn to before me this 20<sup>th</sup> day of November, 2013.

My Commission expires July 27<sup>th</sup>, 2022

**AFFIX SEAL HERE**

NOTARY PUBLIC Catherine D Ables

*Purchasing Affidavit (Revised 07/01/2012)*



**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** DNR214037

**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.

*No Addenda Issued*

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input 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.

*Miller Engineering Inc*  
\_\_\_\_\_  
Company

*[Signature]*  
\_\_\_\_\_  
Authorized Signature

*20 Nov 13*  
\_\_\_\_\_  
Date

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



CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Miller Engineering Inc  
(Company)

[Handwritten Signature]  
(Authorized Signature)

Brian Craig Miller President  
(Representative Name, Title)

304 291 2234 304 291 2246  
(Phone Number) (Fax Number)

20 Nov 17  
(Date)