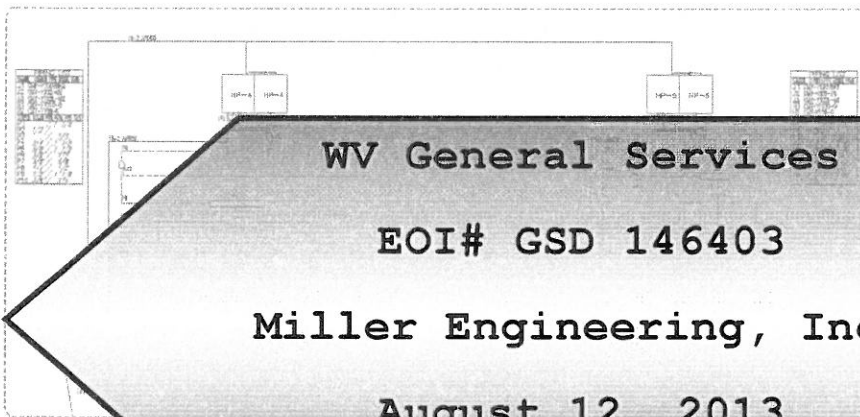
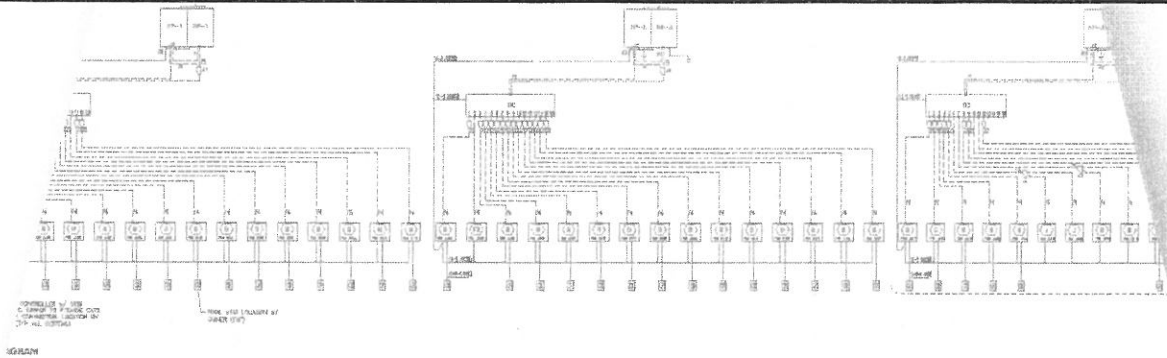


EXPRESSION OF INTEREST



SYMBOL LEGEND

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WV GENERAL SERVICES

WV GENERAL SERVICES

08/13/13 09:38:08 AM
West Virginia Purchasing Division



Table of Contents

Introduction, Statements, Firm Profile - Tab 1

Staff & Team Members / Credentials - Tab 2

Project Experience - Tab 3

References - Tab 4

Project Methodology & Approach - Tab 5

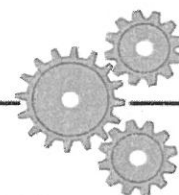
Staffing Plan / Communication Procedure - Tab 6

Cost Controls - Tab 7

Solicitation & Supporting Documents - Tab 8

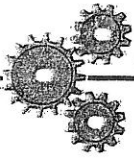
Miller Engineering

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



MILLER

ENGINEERING, INC.



MILLER

ENGINEERING, INC.
"Autographed with Excellence"

12 August 2013

Krista Ferrell
Department of Administration, State Purchasing
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305-0130

RE: Design of Water Loop Replacement for Building 25 – GSD146403

Dear Ms. Ferrell:

Miller Engineering, Inc. is pleased to submit a response to demonstrate our experience and qualifications to provide profession design services related to the heating and cooling water loop replacement at Building 25 in Parkersburg, WV 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.

MEI has completed several successful projects with GSA and through these projects, and past experience with similar entities on similar projects, has an understanding with the Administration's design goals and challenges.

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

Please note the following responses to the qualifications requirements:

We anticipate from the EOI scope of services that we will perform the services using our own in-house personnel, with the exception of any hazardous material testing, which would be performed by an entity to be determined at that time.

We understand that the work product of this contract will become the property of the agency.

In the 10 year history of Miller Engineering, there have been no adverse professional regulatory actions against our firm. We have never had a vendor complaint filed or had disputes with WV Purchasing or other state agencies. We have never been terminated from a contract, had any debarments, suspensions or sanctions from any

state Board governing our services. In the ten year history there is a single claim by a private entity which is in active litigation at this time and is being actively defended by our insurance carrier. Our insurance carrier has tendered a full defense and intends to press to a verdict as it questions the merit of the claim.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Miller', with a long horizontal flourish extending to the right.

Craig Miller, PE, LEED AP
President
Miller Engineering, Inc.
250 Scott Ave #3
Morgantown, WV 26508
304-291-2234 ext2, 724-966-5655 ext2
cmiller@millereng.net
304-291-2246 fax

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 Pipestem's McKeever Lodge and can assure a superlative standard of quality. 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

Relationship Manager • President

WV General Services
EOI# GSD 146403
Miller Engineering, Inc.
August 12, 2013

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. 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 will serve as the "Relationship Manager" for Miller Engineering as the main communication interface between the Owner, the design team, contractors, and end users.

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.
- Accelerated design and early project delivery achieved on private surgical hospital.

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





Robert Angus

Construction Project Representative

WV General Services
EOI# GSD 146403
Miller Engineering, Inc.
August 12, 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



Travis Taylor, PE

Staff Engineer

WV General Services
EOI# GSD 146403
Miller Engineering, Inc.
August 12, 2013

As a project manager, Travis oversaw many electrical construction projects of varying scope and size. These projects has provided Travis with experience in construction and practical design. Travis has successfully passed his fundamentals exam and is currently preparing to sit for the PE Exam. Travis provides HVAC, Mechanical, Plumbing, and Electrical design services for Miller Engineering. He has a "practical" approach background, and has been instrumental in several projects since his employment with Miller Engineering. Recent Projects include Holly River Sate Park High Voltage Repairs, North Elementary Gymnasium HVAC Upgrades, and WVU Lot 81 Parking Area Improvements.

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
- Engineering Intern

EMPLOYMENT HISTORY

2011-Present	Miller Engineering, Inc.	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
- Engineer Intern - State of West Virginia



Jack Jaminson

Code Professional • Electrical Designer

WV General Services
EOI# GSD 146403
Miller Engineering, Inc.
August 12, 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. Through his experience, he is familiar with many local and state code enforcement officials.

PROFILE

Project Role: Code Professional

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

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
1971-1972	General Electric	Inside Sales Engineer

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
- Certified WV Home Inspector
- Class C Electrical Inspector – WV, PA, MD, & OH
- WV Master Electricians License
- NCPCCI-1A, 2A, 4A, & 5A: 1 & 2 Family Dwelling
- NCPCCI-2B, 2C, 4B, 4C: Electrical & Mechanical General/Plan Review
- OSHA 30 Hour Course – General Industry
- NFPA Code Making Panel 14 – NEC 2014 Edition



Joseph Machnik

MEP Designer

WV General Services
EOI# GSD 146403
Miller Engineering, Inc.
August 12, 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.

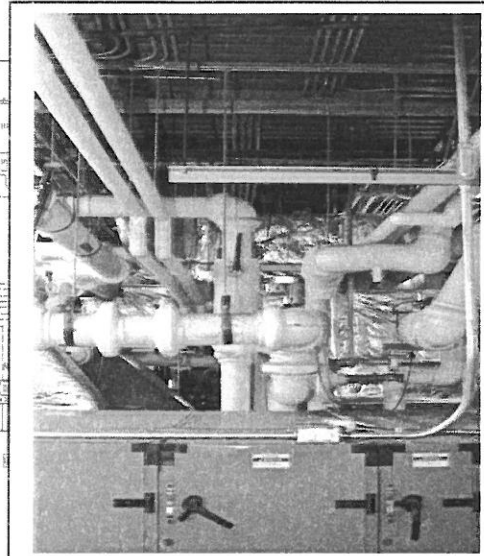
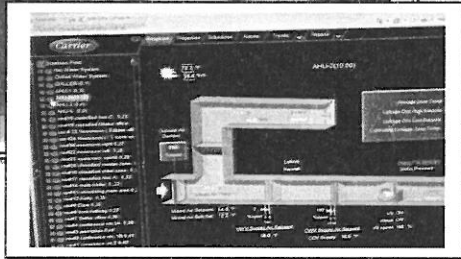
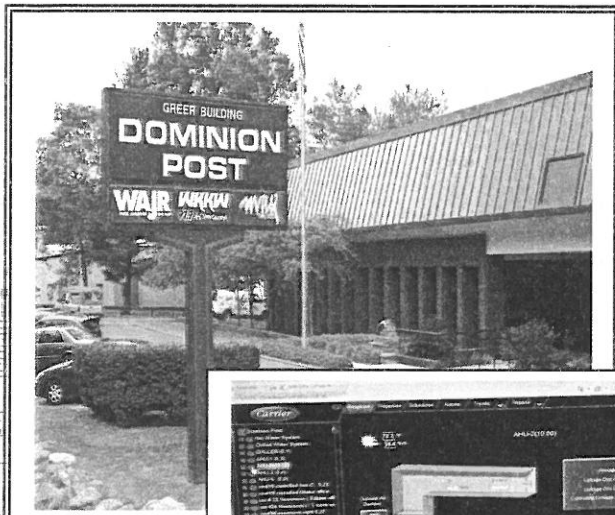
EMPLOYMENT HISTORY

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*



(Miller Engineering Services)
 Mechanical and Electrical

Background and Project Scope

Total Project Budget \$1.8M

MEP Budget \$1.8M

Project Status: Complete

Location: Morgantown, West Virginia

Facility Area 18, 000 ft²

Project Completion Date: 2010

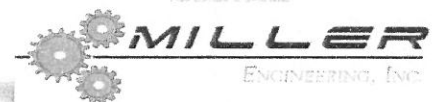
The Greer building is home to the Dominion Post newspaper, several local radio stations, and office space for these media entities. Upon construction in 1967, the multi-zone HVAC systems were state of the art. The systems have lasted twice their life expectancy. This project entailed reconfiguring air systems to better serve the floor plan of the building and create consistent atmospheric conditions for its residents; keeping in mind the electronic production needs of the facilities users. Temperature fluctuations throughout the building were extreme and posed issue to its residents. A previous repair had compounded piping issues.

Miller Engineering's Role

During a field study, Miller learned of HVAC system disintegration, interconnection of air systems between two levels of the building, and the need for the facility to maintain occupancy during the renovation process. The goal of the project was to be a phased approach that integrated, updated, and stabilized temperatures throughout the current floor plan, building levels, and pending office reconfigurations.

The main air handling systems, piping, and ductwork were replaced and reconfigured as a necessity to serve the building's multiple levels and floor plans. The project was a success as a newly designed system was implemented into the existing floor plan and devised as scalable for future changes. Thus, temperature control issues were resolved and the residents of the building could enjoy a more hospitable working environment.

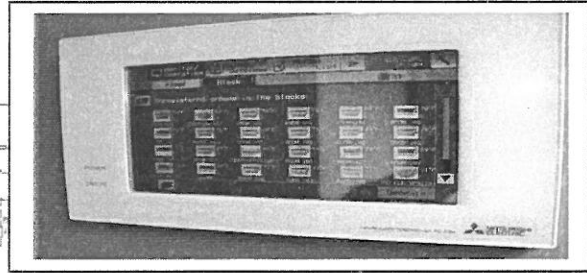
Project Owner	Project Manager	Prime Contractor
Greer Industries, Inc. 1201 Hal Greer Boulevard Morgantown, WV 26508 Phone: (304) 376-2642	Christ Halterman Director of Operations 1201 Hal Greer Boulevard Morgantown, WV 26508 Phone: (304) 376-2642	Delattre Corporation Marty Delattre 505 Hudson Avenue Monongahela, PA 15063 Phone: (724) 258-8571



Hawks Nest Lodge



(Miller Engineering Services)
Mechanical, Electrical, Plumbing



Background and Project Scope

Total Project Budget \$1.3M
MEP Budget \$509k
Project Status: Complete

Location: Ansted, West Virginia
Facility Area 28, 500 ft²
Project Completion Date: 2012

Hawks Nest Lodge is located on the grounds of Hawks Nest State Park in West Virginia. Hawks Nest HVAC replacement focused on the patron rooms within the lodge but the designs for the public areas were also included to prepare for future funding. A building on the National Register of Historic Places, the replacement had to be accomplished with minimal impact on the building façade and structure. As an ARRA/WVDOE funded project, it had an extremely short design period and delivery requirement.

Miller Engineering's Role

The construction period was shortened by (20%) by the owner after bidding, making our construction administration all the more critical in delivering the project. The funding agency commented that the project was initiated by the owner "much later" than many others but finished first and completely met the requirements of the funding agency.

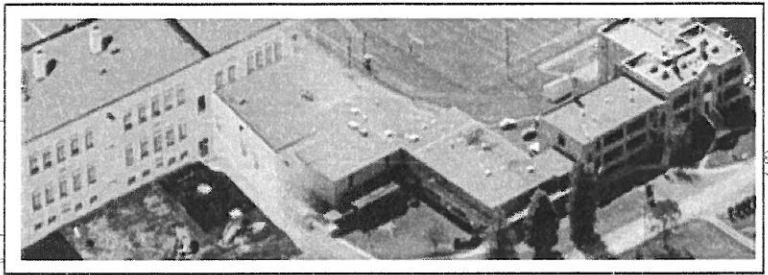
The response has been excellent, the patrons of the lodge immediately began to comment on how much nicer their visits are now than before.

Project Owner	Project Manager	Prime Contractor
West Virginia Department Of Natural Resources 324 Fourth Ave. S. Charleston, WV 25303 Phone: (304) 558-3315	Bradley S. Leslie, PE Assistant Chief State Parks Section 324 Fourth Ave. S. Charleston, WV 25303 Phone: (304) 558-2764 Ext. 51826	Reno Bros, Inc. Eric Mahaffey 3406 43 rd St. Box 53 New Brighton, PA 15066 Phone: (724) 843-8000



Mapletown Junior/ Senior High School

WV General Services
EOI# GSD 146403
Miller Engineering, Inc.
August 12, 2013



(Miller Engineering Services)
Mechanical, HVAC

Background and Project Scope

Total Project Budget \$1,235k
MEP Budget \$1,235k
Project Status: Complete

Location: Masontown, Pennsylvania
Facility Area 18, 500 ft²

Construction of the facility was undertaken in three different time periods spanning several decades thus, resulting in multiple types of equipment and systems that yielded lack of capacity. The HVAC and mechanical systems had reached their life expectancy. The HVAC piping had failed and needed to be replaced. The goal of the project was to replace the heating system while creating a design and system that is compatible with upgrading the cooling system in the future.

Miller Engineering's Role

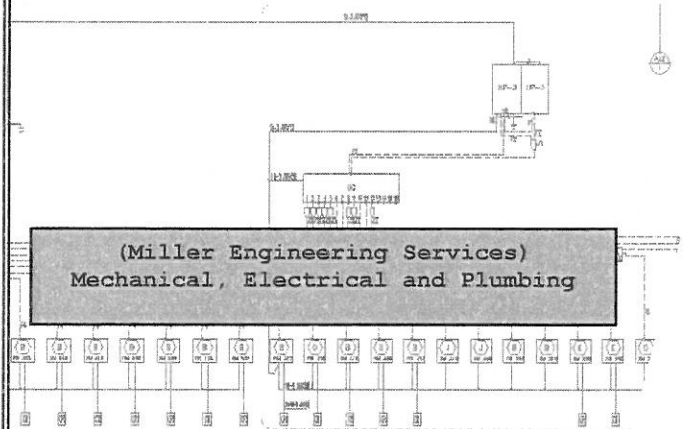
A field study determined that multiple systems within the structure are degenerated, lacking capacity, unreliable, and inefficient. The goal of the project is to apply the best systems to the facility that will balance cost, reliability, improve function, and provide long term energy efficiency. The Miller Engineering project planning method utilized computer modeling of the building and its current systems in order to generate options that were feasible and fit within the owner's construction time-frame. The owner opted for a (2) phase construction process. Phase (1) of construction was so successful that the owner has opted to include the cooling system upgrade during Phase (2) of construction, which is also complete.

Project Owner	Project Manager	Prime Contractor
Southeastern Greene School District 1000 Mapletown Road Greensboro, PA 15338 Phone: (724) 943-3630 Ext. 2243	Patrick R. Sweeney Business Manager 1000 Mapletown Road Greensboro, PA 15338 Phone: (724) 943-3630 Ext. 2243	Reno Bros, Inc. L.J. Wolfe 3406 43 rd Street Box 53 New Brighton, PA 15066 Phone: (724) 843-8000



Metropolitan Theater

WV General Services
EOI# GSD 146403
Miller Engineering, Inc.
August 12, 2013



Background and Project Scope

Total Project Budget \$325k
MEP Budget \$325k
Project Status: Complete

Location: Morgantown, West Virginia
Facility Area 15, 400 ft²
Project Completion Date: 2006

The Metropolitan Theater is a historical structure which is currently being revitalized by the City of Morgantown and a concerned group of citizens. Air condition is required to use the facility throughout the year and to maintain a consistent atmosphere to preserve the structure's unique plaster interior finish.

Miller Engineering's Role

The Metropolitan Theater underwent an HVAC system upgrade several years ago but work was left unfinished and the budget was expended by a previous contractor. No project record drawings were created. After a field study was concluded, new, independent, HVAC calculations and computer modeling of the building systems were necessitated.

The goal of protecting the historic nature of the theater during system upgrades was paramount. The project entailed design, code upgrades, and the installation of air distribution systems, retrofits of air handling systems, completion of hot water reheat piping systems, and new control systems utilizing (CO₂) demand based ventilation. The project was a success and yielded systems with increased energy efficiency. Project record drawings were created, renovations enhanced the facility utilization, and the historic landmark's integrity was left intact.

Project Owner

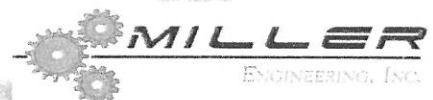
BOPARC of Morgantown
797 E. Brockway Avenue
Morgantown, WV 26501
Phone: (304) 296-8356

Project Manager

Mark Wise
BOPARC
797 E. Brockway Avenue
Morgantown, WV 26501
Phone: (304) 296-8356

Prime Contractor

Suburban Plumbing and Heating
Tom Turner
240 Scott Avenue #3
Morgantown, WV 26508
Phone: (304) 216-5570



Partnership and Customer Service

WV General Services
EOI# GSD 146403
Miller Engineering, Inc.
August 12, 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
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@segsd.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
239 Country Club Drive
Ellwood City, PA 16117-5007
Phone: (724) 758-5455

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



Building 25 Water Loop 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. 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 will perform a field investigation to develop a detailed understanding of the observable conditions of the system equipment and components. We will meet with the Owner's staff to determine the concerns and issues arising from operation of the existing systems and compare that to the field observed conditions to determine an understanding of the requirements of the project. MEI will perform:

- Visual survey of existing piping for general condition and accuracy of existing drawings
- General review of piping sizes as related to flow, with confirming calculations, to confirm pipe sizing is not an issue in the system.
- Depending on the information found in the existing drawings, measurement of the flow in the existing system may have to occur.

EVALUATION AND RECOMMENDATIONS:

Miller Engineering will review the existing conditions, develop a detailed understanding of the existing system, its condition; and merge this with the Owner's experience in operating the facility. Once the conditions are understood and the extent of demolition is defined, methods for integrating the existing into the new, if possible, will be reviewed.

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

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Morgantown, West Virginia 26508
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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.

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 developed a schematic plan of repair and/or replacement. 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 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 balancing of the new system. This is of particular importance when significant changes or repairs to a hydronic water system. 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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Morgantown, West Virginia 26508
Phone: (724) 966-5655
E-mail: cmiller@millereng.net



Project Methodology and Approach

WV General Services
EOI# GSD 146403
Miller Engineering, Inc.
August 12, 2013

- Determination of Priorities

By nature, the consulting engineering profession demands that we must meet the timeline of multiple clients, daily. We achieve this through developing a clear understanding of schedule from the first discussion of a project. Miller Engineering approaches each and every project with a **complete assessment process** which involves: identification and interview of key stakeholder's goals, formulation of timelines, field study, building usage survey, and consult meetings with architects, project managers, construction entities, and all others involved in the process that help the project come to successful fruition.

- Identification of Resources and Applications

The complete assessment approach applies to new construction projects as well as renovations. In the case of a renovation and/or an addition, the critical value of the field study and building usage survey allows Miller Engineering to gain the greatest depth of understanding by analyzing and determining the current building's system from those who are most familiar with the current structure. At this juncture we can identify if any systems or materials are available for reuse. This process continues in the application of personnel resources per project. After the assessment process, the design process begins and team members are assigned as a "best fit" for the project application in order to maintain efficiencies, construction timetables, and provide solutions for our clients. Our project administration process is efficient at maintaining balance of goals, budgets, and resources in order to bring a project to completion.

- Planning and Project Management Tools Utilization

The goal is to not only to design a system that works, but also constructible and maintainable for the owner's needs. Miller Engineering's planning and project management tools involve a complete assessment process, partnering, communication, timetable analysis, preliminary computer modeling, and engagement with our entire team from the inception of the project to conclusion. Each team member is utilized in their capacity to identify solutions, prevent delays, and deliver constructible designs. Our project management model involves the use of our Project Construction Representative who provides value to the process by consulting with engineers, construction oversight, and ensuring quality outcomes.

- Performance of Goals and Objectives

The key to meeting client's goals and objectives is communication and documentation during the construction administration process. Our change order status is under the industry average and client's have praised Miller Engineering for our ability to respond. Miller Engineering can provide with a complete design and contract administration services from beginning to end.

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 and Joseph Machnik will be copied on all correspondences.
- Travis Taylor
 - Serves as backup contact with Owner's Project Manager.
- Travis, Joseph, Rob Angus, Jack Jamison
 - Will serve as points of contact between Miller Engineering and sub-consultants, 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 sub-consultants along with 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, sub-consultants, vendors, and contractors.
 - Craig and Travis will be copied on all correspondences.
- Craig
 - Will serve as backup point of contact between Miller Engineering and sub-consultants, vendors, and contractors.
- Travis
 - Backup contact with sub-consultants, vendors, and contractors.

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



Warranty

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

Methodology for Communication

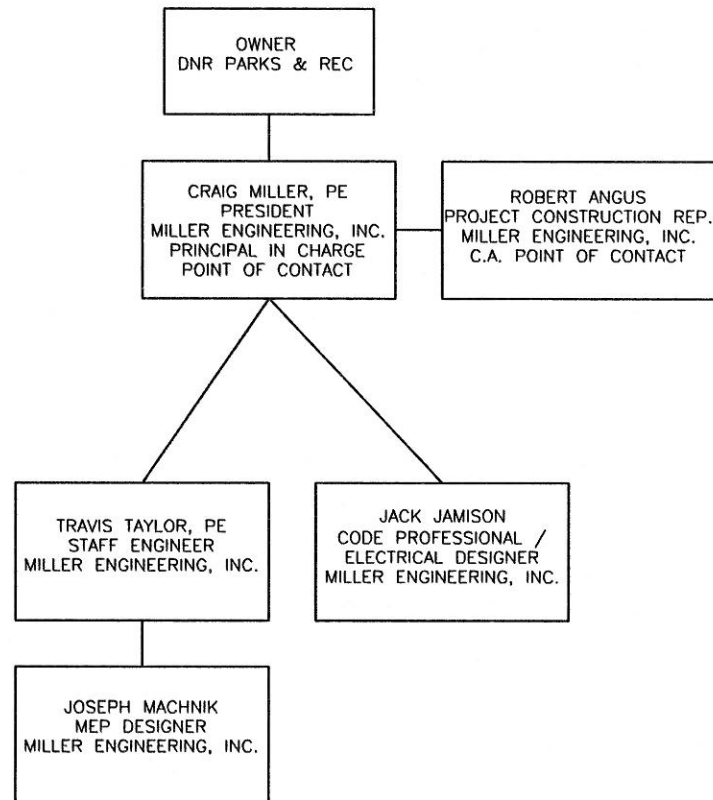
The preferred method of communication is written, but Miller Engineering's staff will use verbal communication if necessary for continuing project flow. Any verbal discussions or directions will be documented in meeting minutes or memo, and distributed to all members of the project team possibly affected 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 ORGANIZATIONAL CHART

BUILDING 25 – EIO# GSD 146403



LEGEND

- DIRECT EMPLOYEE / CONSULTANT
- SUPPORT SUB-CONSULTANT

Cost Controls

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 Code Officials and any Authority Having Jurisdiction (AHJ) 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.
- Begin to coordinate the needs of the MEP systems with the rest of the project, particularly in terms of the impact on the building structure and architecture.

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.

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- Communicate MEP 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 MEP system 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.

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.

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Project History in Relation to Change Orders*

Project Name	MEP 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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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.

M.I.T. Engineering Inc
(Company)

[Signature]
(Authorized Signature)

Craig M.I.T., President
(Representative Name, Title)

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

12 Aug 2013
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

None
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.

M. H. Engineering Inc.

 Company
[Signature]

 Authorized Signature
12 Aug 13

 Date

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



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

Solicitation

NUMBER	PAGE
GSD146403	1
ADDRESS CORRESPONDENCE TO ATTENTION OF	
KRISTA FERRELL 304-558-2596	

RFQ COPY
TYPE NAME/ADDRESS HERE

V
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DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
BUILDING TWENTY FIVE
5TH & AVERY
PARKERSBURG, WV
26105 304-558-2317

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-07		
DESIGN WATER LOOP REPLACEMENT FOR BUILDING 25						
EXPRESSION OF INTEREST (EOI)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING EXPRESSION'S OF INTEREST FROM QUALIFIED FIRMS TO PROVIDE DESIGN FOR THE REPLACEMENT OF THE WATER LOOP IN BUILDING 25, LOCATED IN PARKERSBURG, WV., PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ GSD146403 ***** TOTAL:						
SIGNATURE: <i>[Signature]</i> TELEPHONE: 304 291 2234 DATE: 10/18/13						
TITLE: <i>[Signature]</i> FEIN: 861081386 ADDRESS CHANGES TO BE NOTED ABOVE						

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

EXPRESSION OF INTEREST

Parkersburg State Office Building
HVAC Water Loop Replacement
GSD 146403

TABLE OF CONTENTS:

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

SECTION ONE: GENERAL INFORMATION

1. **Purpose:** The Acquisition and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI") for General Services Division ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") as defined herein.
2. **Project:** The purpose of the project is to provide design services and construction documents for the replacement of the water source heat pump system piping, valves and accessories in the Parkersburg State Office Building located at 400 5th Street, Parkersburg, West Virginia. Firm shall be capable of providing construction phase services in coordination with Agency personnel. Firms shall be WV licensed Architectural or Engineering (A/E) firms and must be familiar with, and have a successful track record of providing all required services.

3. Schedule of Events:

Release of the EOI.....	July 19, 2013
Firm's Written Questions Submission Deadline	July 30, 2013
Addendum Issued	August 1, 2013
Expressions of Interest Opening Date	August 13, 2013
Estimated Date for Interviews (wk of ?)	August 26, 2013

EXPRESSION OF INTEREST

Parkersburg State Office Building
HVAC Water Loop Replacement
GSD 146403

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: July 30, 2013 at 3:00 PM. EST.

Submit Questions to: Krista S. Ferrell, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: 304.558.3970
Email: Krista.S.Ferrell@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
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: August 13, 2013 at 1:30 PM. EST.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 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.

EXPRESSION OF INTEREST

Parkersburg State Office Building
HVAC Water Loop Replacement
GSD 146403

SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** The General Services Division is located at 1900 Kanawha Boulevard East, Room MB-60, Charleston, WV 25305 and the Project will be completed at the Parkersburg State Office Building (Building 25) located at 400 5th Street, Parkersburg, West Virginia.
2. **Background:** The Parkersburg State Office Building is a three story, 57,625 SF office structure renovated in the late 1980's. The building is served by a water source heat pump system with PVC piping with isolation valves and other accoutrements. Engineering services are required to remove the piping system and replace with schedule 40 black steel piping equipped with metal valves, strainers and accessories as required to operate the system in a successful manner. The successful A/E firm will be responsible for verifying, coordinating and documenting existing conditions and providing related design, rebuild and enhancements. Copies of existing drawings showing the current system will be provided to the selected firm. Expertise in designing hydronic heating and cooling system projects must be demonstrated.
3. **Project and Goals:** The project goals and objectives are:
 - 3.1. Replace the existing PVC hydronic piping system with a metal piping system.
 - 3.2. Verifying piping sizes and systems requirements to provide a fully operational hydronic HVAC system.
 - 3.3. The system shall utilize the current water source heat pumps (not included in this project) which are currently being replaced on a rotating basis.
4. **Project Drawings:** All project drawings will be in sets of three (3) paper and one (1) in AutoCAD format to allow future changes to the drawings. All drawings and electronic versions will be given to the GSD Architecture / Engineering Section Manager or their designee. The State shall retain copyright control over the final documents and may reuse documents for State facilities management purposes.

EXPRESSION OF INTEREST

Parkersburg State Office Building

HVAC Water Loop Replacement

GSD 146403

5. **Proposal Format:** It is strongly preferred that information submitted should be formatted in three ring binders or similarly bound to allow the Agency to remove sections to make additional copies, if necessary. The proposal should be assembled in the order as set forth below:
- a. **Concept:** Provide a general discussion of the project and the firm's approach to addressing issues and concerns including anticipated concepts, proposed methods of design and project sequence as explained in the Background, Project and Goals. Include a discussion of similar previous projects and how these issues were resolved.
 - b. **Firm/Team Qualifications**
 - o Provide the name, address, phone number, e-mail address and signature of the firm's contact person responsible for the project and having full authority to execute a binding contract on behalf of the firm submitting the proposal.
 - o Provide the names, function and resume of individuals within the lead firm's organization who will be assigned to this project.
 - o The project team should have expertise in the A/E areas previously mentioned and required to complete this project. Provide information on all other project consultants, sub-consultants, and firms proposed to be employed by the lead firm for this project.
 - o Provide a statement of the firm's ability to handle the project in its entirety.
 - o Provide a statement of the firm's acceptance and full understanding that any and all work produced as a result of the contract will become property of the Agency and can be used or shared by the Agency as deemed appropriate.
 - o Provide a description of any litigation or arbitration proceedings, including vendor complaints filed with the State's Purchasing Division, disputes with other Agencies of the State of West Virginia that involved legal representation by either party relating to the firm's delivery of design services, if applicable. Also, any disputes with other Agencies of the State of West Virginia that

EXPRESSION OF INTEREST

Parkersburg State Office Building

HVAC Water Loop Replacement

GSD 146403

involved legal representation by either party.

c. **Project Organization**

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

d. **Demonstrated Experience in Completing Projects of a Similar Size and Scope:**

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

EXPRESSION OF INTEREST

Parkersburg State Office Building

HVAC Water Loop Replacement

GSD 146403

- Any other information deemed relevant
 - Provide references for the last five clients for whom the firm has conducted projects of a similar size and type; include the name of the contact person along with the addresses, telephone numbers and short description of the project.
- 6. 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:

6.1. Materials and Information Required at Oral Presentation:

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

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 (see Section 3.5).
- 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.

EXPRESSION OF INTEREST

Parkersburg State Office Building

HVAC Water Loop Replacement

GSD 146403

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 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

EXPRESSION OF INTEREST

Parkersburg State Office Building
HVAC Water Loop Replacement
GSD 146403

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:

• Concept; or how the proposal demonstrates understanding of the concept	15 points
• Firm/Team Qualifications	20 points
• Project Organization	20 points
• Demonstrated Experience in Completing Projects of a Similar Size and Scope	25 points
• Oral Interview	20 points
Total	100 points

EXPRESSION OF INTEREST

Parkersburg State Office Building

HVAC Water Loop Replacement

GSD 146403

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.

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

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ 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 and shall list the state as a certificate holder:

- ☐ **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.
- ☒ Insurance as required by AIA B101-2007 and WV Supplementary
- ☐ Conditions to the AIA B101-2007 if used as part of the negotiated
- ☐ scope of work and cost.
- ☒ \$1,000,000.00 Professional Liability
- ☐

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. [RESERVED]

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.
- 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 AFFIDAVIT:** 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. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:
 - (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
 - (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
 - (3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **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 subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **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.
 - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit 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: M. H. Engineering Inc

Authorized Signature: [Signature] Date: 12 Aug 13

State of WV

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 12 day of August, 2013

My Commission expires 7-27-2022, 20



NOTARY PUBLIC

Catherine D. Ables

Purchasing Affidavit (Revised 07/01/2012)