



# Response to Expression of Interest

**Chief Logan State Park**

**Pool Renovation Project**

**CEOI 0310 DNR1600000002**

11/04/15 10:08:49  
WV Purchasing Division

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## The Miller Engineering Difference



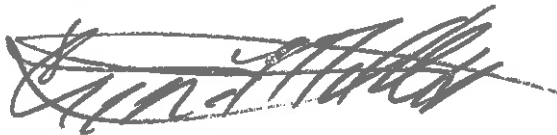
When people ask me what it is exactly we do here at Miller Engineering, I like to explain our craft as “the stuff that makes people’s eyes roll into the back of their heads when we go into detail”. Our work isn’t exciting or pretty – it’s the behind-the-scenes stuff that makes the pretty, exciting facilities functional – but we know we’ve done the job right if nobody knows we were ever there.

I founded Miller Engineering in 2002 when, after 6 years working for West Virginia University and 20 years spent in facilities operation and maintenance, I decided it was time to provide a solution that was different by design. We’re not your typical MEP firm; we ensure our designs meet very specific, time-tested criteria, including but not limited to being constructible, operable and maintainable. It’s an improved process that, in short, helps owners and their staffs effectively operate and maintain their systems. We want to set up our clients to be self-sufficient, but we work to be available every step of the way.

Our hands-on staff takes great pride in their construction and operations backgrounds, which help us see the project as being constructed instead of just lines on paper. We don’t sit clients down and lecture to them about what they’re going to get; we listen to them so we can strive to deliver exactly what they want and need. It costs too much time and money (for both our clients and us) to not deliver exceptional service every single time, and we work tirelessly to keep projects on time and on budget. We’re proud to say that our change order percentage over the last 8 years is less than 0.1%, and that’s not just a statistic; it’s a proclamation of our commitment and determination to make sure things are done right the first time, every time.

I want to personally thank you for reviewing our proposal and giving us the opportunity to learn more about you and earn your business. Miller Engineering would be privileged to add you to our long history of satisfied customers. If you have any questions for me directly, please don’t hesitate to reach out to me at 304-291-2234, [cmiller@millereng.net](mailto:cmiller@millereng.net) or stop by our new office at 240 Scott Avenue Suite 1.

Best regards,



Craig Miller  
President/Owner  
Miller Engineering, Inc.

## Miller Engineering, Inc. Firm Profile

*Our engineered solutions involve a detailed assessment process: investigation, observation, communication with stakeholders, system analysis, building modeling and engagement from our entire team. We approach each and every project with this process and the guiding principle that buildings are designed to be livable and function in their intended purpose.*

*Over the past 13 years Miller Engineering, Inc. (MEI) has engineered solutions for over \$20.1M in mechanical system upgrades, repairs and renovations for projects of all scopes and sizes, with clients ranging from private owners to local and state governments.*

*With a strict attention to detail and commitment to delivering a job done well and done right the first time, every time, MEI has accumulated a change order percentage of less than 0.1% over the past 8 years.*

*Our team has unique skill-sets regarding engineered renovation solutions. Each member of the team has hands-on mechanical system experience including installation, construction, design and maintenance.*

*Miller Engineering takes pride in being **different by design** and that difference shines through in all phases of our work and continued relationships with our clients.*

### Additional Benefits

- Experienced and Licensed Professional Engineers
- Quality, Value-Engineered Project Delivery
- Qualified Construction Representative on Staff
- LEED-AP Certified
- Below Industry Change Order Status
- Building Information Modeling
- Interactive Solutions Provider
- Emergency Facility Response

## Engineering Design and Consultation

- Mechanical
- Electrical
- Plumbing
- HVAC Design
- Renovation
- New Construction

### Aquatic Facility Design

Public Pools & Areas  
 ADA Compliance  
 Indoor & Outdoor (air flow)  
 Chlorination/Filtration

### Construction Administration

Maintenance/Facility Improvement Plans  
 Contract Administration  
 Code Observation

### Communication System

Intercomm & Public Address  
 Voice/Data/CATV  
 Urgent Response

### Energy

Power Supply (main & backup)  
 Green & Renewable Consulting  
 Systems Utilization & Upgrades  
 Sustainable Solutions

### Facility Utilization

Systems Assessment & Solutions  
 Adaptive Re-use  
 Planning/Life-Cycle Control  
 Engineered Replacement

### Life Safety Inspection/Design

Fire Protection & Alarm Systems  
 Access Control  
 Fire & Electrical Investigation

### Industry Experience

Education  
 Local & State Government  
 Commercial Development  
 Healthcare  
 Public Pools (indoor & outdoor)  
 Department of Parks & Recreation

## Staff – Qualifications and Experience



### **B. Craig Miller, PE**

Craig founded Miller Engineering in 2003, and serves as President and Principal Engineer. He has more than 20 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, allows him to serve in multiple capacities within a given project. Craig will serve as the “Relationship Manager” for Miller Engineering as the main design and communication interface between the Owner, the design team, contractors and end users.

#### **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*

#### **Experience in Completing Similar Projects**

- *Bluestone State Park Pool Replacement*
- *Camp Virgil Tate Pool Design*
- *City of Grafton Pool Repairs and Wading Pool Replacement*
- *Greenbrier State Park Pool and Filtration System Replacement*
- *Tomlinson Run State Park Pool Repair*
- *West Virginia University - Jackson’s Mill Pool Replacement*

#### **Professional 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

## Staff – Qualifications and Experience



### **Travis Taylor, PE**

Experience in project management facilitates Travis’s ability to create and design constructible projects. Prior to joining the Miller Engineering team he was directly responsible for managing \$10 million in electrical construction budgets. His experiences encompass both new construction and renovation. Travis maintains professional competencies by attending seminars and continuing education classes. As lead engineer he provides HVAC, mechanical, plumbing and electrical design solutions and services for our clients. In addition, he is part of our team’s complete assessment process in both planning and MEP design through construction administration.

#### **Project Role: Lead MEP Engineer**

- *Design of Mechanical, Electrical, and Plumbing Systems*
- *Constructible Materials Evaluation*
- *Site Evaluation and Mechanical System Review*
- *Submittal and RFP Review*
- *RFI Coordination, Review, and Response*
- *Construction Observation*

#### **Experience in Completing Similar Projects**

- *Bluestone State Park Pool Replacement*
- *Camp Virgil Tate Pool Design*
- *Greenbrier State Park Pool and Filtration System Replacement*
- *Krepps Park Pool ADA Ramps*
- *Rocktop Bar Hot Tub Additions*

#### **Professional History**

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

#### **Education**

2006	West Virginia University	BS – Mechanical Engineering
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#### **Licenses and Certifications**

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

## Staff – Qualifications and Experience



### **Robert Angus**

20 Years of maintenance, operations, and construction management precede Rob’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. Rob’s hands-on approach, common sense and valuable work history knowledge enables him to interface with construction personnel seamlessly alongside engineers and architects. He is adept at both preventing and handling issues, and is involved at the estimation phase to allow for continuity within the project’s design and construction.

#### **Project Role: Project Construction Representative**

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

#### **Experience in Completing Similar Projects**

- *Bluestone State Park Pool Replacement*
- *Camp Virgil Tate Pool Design*
- *City of Grafton Pool Repairs and Wading Pool Replacement*
- *Greenbrier State Park Pool and Filtration System Replacement*
- *Tomlinson Run State Park Pool Repair*

#### **Professional History**

2009- Present	Miller Engineering, Inc.	Aquatic Construction 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 West Virginia General Contractor
- Licensed West Virginia HVAC Contractor
- Certified HVAC Mechanic Contractor
- Licensed West Virginia Journeyman Electrician
- Licensed West Virginia Master Plumber
- OSHA 10-Hour Construction Safety & Health

## Staff – Qualifications and Experience



### **Jack Jamison**

Jack brings 15 years as an electrical/building inspector and over 25 years of experience in the commercial electrical construction industry. His knowledge and experience are valuable resources to Miller’s complete assessment process.

#### **Project Role: Master Code Official**

- *Facility Review, Code Research, Field Observations, Issue Resolutions, and Project Evaluation*

#### **Professional History**

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

#### **Education**

1971 Fairmont State College, BS-Engineering Technology-Electronics

#### **Licenses and Certifications**

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



### **Joseph Machnik**

Joe has experience with AutoCAD, MEP and Revit MEP. He provides design modeling, drafting and supervised design services and construction support for Miller Engineering.

#### **Project Role: Lead Designer**

*Revit/CADD Coordination of New Construction and Renovation Designs*

#### **Experience in Completing Similar Projects**

- *Bluestone State Park Pool Replacement*
- *Camp Virgil Tate Pool Design*

#### **Professional History**

2010 – Present	Miller Engineering, Inc.	MEP Designer
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#### **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*



## Staff – Qualifications and Experience

### Joseph E. Bird, ASLA Vice President Project Officer



**Years of Experience:** 37  
**Years with Chapman:** 30

#### **Education**

B.S., Landscape Architecture,  
1981, West Virginia University

#### **Registration**

Landscape Architect: WV, KY

#### **Affiliations**

WV Chapter, American Society of  
Landscape Architects

#### **Awards**

Honor Award, WV ASLA  
Shrewsbury Street Development Plan

#### **Projects Include**

St. Albans Streetscape Improvements  
(St. Albans, WV)

Robert C. Byrd Federal Courthouse  
Site Design (Beckley, WV)

VA Medical Center Healing Garden  
and Site Design (Huntington, WV)

Canaan Valley State Park Ski Facility  
Improvements (Canaan Valley, WV)

Lewisburg L & R Recreation Trail  
(Greenbrier County, WV)

Smith Street Streetscape Improvements  
(Charleston, WV)

Sixth Street Streetscape Improvements  
(Covington, KY)

## Qualifications

#### **Site Development**

Site planning and project management for numerous projects throughout West Virginia ranging from small campus sites to large sites for commercial, government, industrial, and institutional development. Projects include military complexes, campuses, public housing developments and other public facilities.

#### **Parks and Recreation**

Projects include swimming pools, bathhouses, cabins and support facilities for the West Virginia Division of Natural Resources and similar facilities for county and municipal park systems. Also involved in the design of facilities such as softball fields, fishing access facilities, recreation facilities for prisons, as well as passive recreation areas for public and private clients.

#### **Miscellaneous**

Other project experience includes the urban planning and development, streetscape design, roadway and storm drainage projects, as well as the project management of numerous major architectural projects throughout West Virginia. His recent relevant project experience includes the design and/or management of major recreation projects including the Beech Fork State Park Campground Improvements; the Beech Fork State Park Cabin Project; the Beech Fork State Park Swimming Pool and Bathhouse; the Blackwater Falls Cabin Projects; the Canaan Valley Golf Course Drainage Improvements Project, and the Canaan Valley Ski Area Improvements Project.



## Staff – Proposed Staffing Plan

**Team Leader** *Craig Miller, PE*

**Primary Point of Contact** *Craig Miller, PE*

**Engineer in Responsible Charge** *Craig Miller, PE*

**Pool Specialist** *Craig Miller, PE*

**Lead MEP Engineer** *Travis Taylor, PE*

**Project Construction Representative** *Robert Angus*

**Master Code Official** *Jack Jamison*

**Lead Designer** *Joseph Machnik*

**Landscape/Playground Subconsultant** *Joe Bird, Chapman Technical Group*

## Descriptions of Past Projects Completed

Project Name	Bluestone State Park Pool	Grafton City Pool	Greenbrier State Park Pool	Tomlinson Run State Park Pool
Location	Hinton, WV	Grafton, WV	Caldwell, PA	New Manchester, WV
Manager Name and Contact Info	Bradley S. Leslie (304) 558-2764 ext. 51826	Busty Webber (304) 265-1234	Bradley S. Leslie (304) 558-2764 ext. 51826	Bradley S. Leslie (304) 558-2764 ext. 51826
Type of Project	Pool Replacement	Pool Repairs and Wading Pool Replacement	Pool and Filtration System Replacement	Pool Repair
Goals and Objectives – How They Were Met	<p><b>Goals and Objectives:</b> Correct total basin failure, improve “prison-like” beach area and wading pool; prevent “floating” from rising lake level</p> <p><b>How We Did It:</b> Replaced entire basin, wading pool and all equipment but filters; reconfigured beach area to increase sunbathing area; special consideration given to allow pool basin, if empty to flood to prevent “floating”</p>	<p><b>Goals and Objectives:</b> Re-design of the filter room equipment; improve wading pool and correct chemistry problems caused by poor circulation</p> <p><b>How We Did It:</b> Worked with owner to upgrade filtration system, installed a chemical feed system; designed new wading pool with zero-grade entry, water-spray feature and castle with interactive waterfall</p>	<p><b>Goals and Objectives:</b> Efficiently use existing piping tunnels that were in good condition and place a new basin within the existing one; replacement of the existing filtration and heating systems</p> <p><b>How We Did It:</b> New filtration and heating systems were designed for the wading pool and an attractive aquatic design element was also added to increase water movement</p>	<p><b>Goals and Objectives:</b> Identify cause of and correct leaking, repair cracking, solve maintenance issues with water slide</p> <p><b>How We Did It:</b> Owner wished to significantly alter the depth profile of the pool and make pool ADA accessible; repair also included installation of new filtration system, gutter system, PVC liner and addressed several long-term concerns</p>

## Descriptions of Past Projects Completed – Pool Replacement

### Bluestone State Park

Hinton, WV

#### Services Provided:

- Aquatic Design
- Plumbing
- Electrical

Estimated Budget: \$1M

Facility Area: 56,000 ft<sup>2</sup>

Owner: State of West Virginia  
Division of Natural Resources



The pool at Bluestone resides within the flood plain of Bluestone Lake and special consideration was required to actually allow the pool basin, if empty at the time, to flood to prevent it from “floating” should the lake level reach the pool. To our knowledge, the approach selected has never been utilized in the area before and was of our own design. The pool had experienced total basin failure and could not be filled completely during its last few weeks of operation in 2011. The project replaced the entire basin, wading pool and all equipment by the main pool filters. The beach area, which had been described as “prison-like” due to concrete retaining walls, was reconfigured to increase sunbathing area. The wading pool incorporated a mountain fountain that was outside the pool with arched spray bars. An addition to the existing bathhouse gave a place for the wading pool equipment to reside.

#### Project Contact:

Bradley S. Leslie, PE, Assistant Chief  
State Parks Section  
(304) 558-2764 ext. 51826

## Descriptions of Past Projects Completed – Pool Repairs

### City of Grafton

Grafton, WV

#### Services Provided:

- Mechanical
- Plumbing
- Pool Systems

Estimated Budget: \$70k

Facility Area: 4,500 ft<sup>2</sup>

Owner: City of Grafton



The project included a complete re-design of the filter room equipment serving the existing main pool. The wading or “baby” pool was in poor condition, disliked by the public and suffering from chemistry problems due to poor circulation. Miller Engineering, Inc. (MEI) worked with the owner to upgrade the filtration system and install a chemical feed system on the main swimming pool. MEI designed a new wading pool which is zero grade entry, incorporates a water-spray feature and increases the play area of the pool. The redesigned wading pool now includes a castle with an interactive waterfall, as well as a new filtration system and chemical feed system which are located in a pump-house addition. MEI provided plans and construction guidance to permit the city to construct the new pool and associated pump-house using city workers, allowing substantial savings to the city.

#### Project Contact:

*Busty Webber, Director of Public Works  
Grafton, West Virginia  
Phone: (304) 265-1234*

## Descriptions of Past Projects Completed – Pool Replacement

### Greenbrier State Park

Eastern, WV

#### Services Provided:

- Aquatic Design
- Plumbing
- Piping
- Electrical
- Future Planning

**Estimated Budget: \$850k**

**Facility Area: 6,000 ft<sup>2</sup>**

**Owner: West Virginia Division of Natural Resources**



A field study and assessment determined that several plumbing and mechanical systems were inadequate and needed more efficient, code-compliant replacement. The goal of the project was to efficiently use existing piping tunnels that were in good condition and place a new basin within the existing one in order to meet budget demands. The innovative isolation method saved on excavation cost and construction time. New filtration and heating systems were designed for the wading pool and an attractive aquatic design element was also added to increase water movement. The filtration and heating systems were sized and configured not just for the existing pool but also to accommodate a larger pool renovation that was planned during our design process and implemented the following year. High-rate fiberglass sand filters provide circulation and filtration of the pool water.

#### Project Contact:

*Bradley S. Leslie, PE, Assistant Chief  
State Parks Section  
(304) 558-2764 ext. 51826*

## Descriptions of Past Projects Completed – Pool Repair

### Tomlinson Run State Park

New Manchester, WV

#### Services Provided:

- Mechanical
- Plumbing
- Pool Systems

Estimated Budget: \$850k

Facility Area: 15,000 ft<sup>2</sup>

Owner: West Virginia Division of Natural Resources



The existing pool was constructed in approximately 1980 by a local pool contractor. The owner indicated they were experiencing significant leaking and could not determine the precise cause.

Additionally, the pool was experiencing significant cracking at the tops of the pool walls. The water slide was reportedly difficult to keep in operation due to various maintenance issues. The pool also had a rather unique CMU (concrete block) and tension rod wall configuration which was evaluated for the potential to perform an extensive repair. As part of the repair, the owner wished to significantly alter the depth profile of the pool and make the pool ADA accessible. The repair also included the installation of a new filtration system, gutter system and PVC liner, while also addressing several long-term maintenance

#### Project Contact:

*Bradley S. Leslie, PE, Assistant Chief  
State Parks Section  
(304) 558-2764 ext. 51826*



## DNR and Similar Projects Budget Delivery History

Project Name	Project Type	Budget	Cost	Notes
Bluestone State Park	Pool Replacement	\$1,000,000	\$935,600	On budget
West Virginia State Building 25	HVAC Piping Renovation	\$650,000	\$533,400	On budget
Canaan Valley Resort	Emergency Electrical Repairs	\$225,000	\$129,829	On budget
Camp Virgil Tate Pool	Pool Renovation	\$885,000	\$713,415 (est.)	In design, on hold
Greenbrier State Park	Pool and Filtration Replacement	\$850,000	\$860,000	1.17% over budget
Pipestem – McKeever Lodge	HVAC Piping Replacement	\$1,600,000	\$1,776,000	10.43% over budget
Tygart Lake State Park	Beach and Bathhouse	\$750,000	\$695,000	On budget
Tygart Lake State Park	Lodge Kitchen HVAC	\$250,000	\$285,000	13.08% over budget



= Project has been or is projected to be delivered under budget

## DNR and Similar Projects Deadline Delivery History

Project Name	Project Type	Contract Length	Contract Delivery	Notes
Blackwater Falls State Park	HVAC Upgrade	120 days	180 days*	*Extended 60 days due to equipment delivery issues
Bluestone State Park	Pool Replacement	180 days	180 days	Delivered on time
Canaan Valley Resort	Construction Administration	3.5 years	3.5 years	Long-term project with varying facets – no direct schedule
Hawks Nest/Twin Falls Lodge	HVAC Renovation	90 days	90 days*	*Expedited delivery
Holly River State Park	High Voltage Repair	180 days	195 days*	*Weather delay
Pipestem – McKeever Lodge	HVAC Piping Replacement	365 days	365 days	Delivered on time
Tygart Lake State Park	Beach and Bathhouse	270 days	270 days	Delivered on time

 = Project has been or is projected to be delivered by deadline

## Clear Procedure for Communication with the Owner

### Design Phase

- Craig Miller – Main point of contact with Owner’s project manager
  - Travis Taylor, Rob Angus and Joe Machnik to be copied on all correspondences
- Travis Taylor – Backup contact with Owner’s project manager
- Travis Taylor, Rob Angus and Joe Machnik – Points of contact between Miller Engineering, Inc. (MEI) and vendors, code officials and local utilities

### Estimating Phase

- Craig Miller – Main point of contact with Owner’s project manager
  - Travis Taylor and Rob Angus to be copied on all correspondences
- Rob Angus – Backup contact with Owner’s project manager
- Travis Taylor and Rob Angus – Main points of contact between MEI and vendors

### Bidding Phase

- Craig Miller – Main point of contact between MEI and the Owner’s project manager
  - Travis Taylor and Rob Angus to be copied on all correspondences related to bidding

### Construction Phase

- Rob Angus – Main point of contact between MEI and Owner’s project manager, vendors and contractors
- Craig Miller and Travis Taylor – Backup contacts between MEI and vendors and contractors

### Warranty

- Craig Miller and Rob Angus – Main point of contact with Owner for warranty period

The preferred method of communication is written, but MEI’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 possible affected by the conversation. To minimize project downtime and ensure there are no gaps in communication, MEI utilizes a backup system which consists of our secure network and FTP site, which will house all written correspondences. Project team members are given access to the FTP site, which also serves as a way to transmit large files electronically. This can serve to prevent downtime waiting on multiple emails or shipping hard copies.

## Clear Plan to Ensure Project Can Be Constructed on Budget

### Estimating Methodology

- Perform initial budgetary estimate of probable cost
- Review initial estimate with owner to determine possible changes in scope or design
- Communicate any possible cost implications of design changes with the owner and design team
  - Design changes can affect cost
- Perform estimating at each design phase and update as necessary throughout

### Programming/Schematic Design

- Review the owner's operation and maintenance procedures and capabilities to ensure the system is designed to which the owner can properly maintain
  - Simpler systems cost LESS
- 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 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 an educated decision
- Ensure the plans being set forth are constructible and within budget

### 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 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

- Perform full review of the documents focusing on operation and maintenance, as well as the impact on the facility
- 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
- Ensure the documents clearly define coordination amongst all trades
- During the bidding process, answer any question in writing for distribution to all bidders, ensuring answers become part of project requirements; questions are to be answered in a timely manner to prevent delays in bid submissions

### Construction Phase

- 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

## Clear Plan to Ensure Project Can Be Constructed on Time

### Schedule Awareness

- Utilize past successful comparable projects while estimating to give owner a realistic and achievable timeline
- Communicate any possible timing implications of design changes with the owner and design team
  - Design changes can affect build delivery
- Discuss with owner any long lead time items that could possibly affect schedule
  - Possibility of owner pre-purchase

### Programming/Schematic Design

- Relay intent to owner and discuss possible scheduling implications due to changes
- Have reviews with code officials as early as possible to ensure compliance and reduce chances of last-minute design changes affecting schedule
- Gain understanding of owner's operations capabilities and schedules
- Explore all possibilities of creating a phased approach to minimize owner interruption

### Design Development

- Constant review design to ensure constructability, preventing issues which could affect delivery
- Ensure understanding throughout MEP design team to minimize confusion and potential setbacks
- Constantly review design for compliance with decisions made during schematic phase
- Verify with vendors on possible long lead time items, change if necessary

### Construction Documents/Bidding Phase

- Peer review the documents once they have reached 30% completion
- Peer review the documents once they have reached 50% completion
- Peer review the documents once they have reached 95% completion
- During the bidding process, answer any question in writing for distribution to all bidders; ensure answers become part of project requirements and answer questions in a timely manner to prevent delays in bid submissions

### Construction Phase

- "Same Day" turnaround on submittals and RFIs to eliminate delay-based claims for time extension
- Perform regular site visits, both scheduled and unannounced, to ensure project is staying on schedule and proactively address time concerns
- Keep channels of communication between construction and design teams flowing uninterrupted for timely responses to questions and issues that may arise
- Perform regular progress meetings involving the owner to keep everyone abreast of schedules, issues and expectations
- Perform frequent informal punchlists during site visits so items can be addressed prior to the final punch
- Answer RFIs in a timely manner and issue clarification drawings (CSD) as necessary; distribute CSDs to all potentially affected trades

## Demonstration of Competent and Acceptable Experience

### MEP Engineering

- Craig Miller
  - Professional Engineer (WV, PA, MD, OH)
  - Licensed Master Plumber
  - LEED-AP Certified
  - Over 25 years relevant experience (see pg. 5)
- Travis Taylor
  - Professional Engineer (WV)
  - Managed over \$10 million in electrical construction budgets prior to MEI
- Robert Angus
  - Licensed WV HVAC Contractor
  - Licensed WV Journeyman Electrician
  - Licensed WV Master Plumber
- Joseph Machnik
  - 5 years AutoCAD MEP and Revit MEP design experience

### Pools/Aquatic Design

- Craig Miller
  - MEI's primary pool specialist
  - Lead on 5 recent, 2 current DNR pool projects
  - Greenbrier State Park Pool water feature
  - City of Grafton Pool spray feature
- Travis Taylor
  - Camp Virgil Tate Pool lighting, electric and pool piping design
  - Beech Fork Lodge including pool design
  - Krepps Park ADA compliance design

### Construction/Contractor Administration

- Craig Miller
  - Over 25 years of construction management experience
  - MEI – Less than 0.01% change order percentage over past 8 years
- Travis Taylor
  - OSHA 10-hour Construction Safety & Health course
  - Prior project management experience (Tri-County)
- Robert Angus
  - Licensed WV General Contractor
  - OSHA 10-hour Construction Safety & Health course
  - Greenbrier State Park Pool
  - Bluestone State Park Pool

## Client References

### What our satisfied customers have to say...

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

—Chris Halterman

“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

<p><b>Busty Webber</b>  <i>Director of Public Works</i>            City of Grafton            214 Front St.            Grafton, WV 26354  <b>(304) 265-1234</b>  <a href="mailto:Bradley.S.Leslie@wv.gov">Bradley.S.Leslie@wv.gov</a></p>	<p><b>Kerri J. Wade, MSW</b>  <i>Extension Agent - Kanawha County</i>            West Virginia University            4700 MacCorkle Avenue, SE            Suite 101            Charleston, WV 25304  <b>304.720.9573</b>  <a href="mailto:Kerri.Wade@mail.wvu.edu">Kerri.Wade@mail.wvu.edu</a></p>	<p><b>Christopher T. Halterman</b>  <i>Director of Operations</i>            The Dominion Post            1201 Earl Core Rd.            Morgantown, WV 26505  <b>(304) 291-9479</b>  <a href="mailto:chalterman@dominionpost.com">chalterman@dominionpost.com</a></p>
<p><b>Pat Sweeney</b>  <i>Business Manager</i>            Southeastern Greene School District            1000 Mapletown Rd.            Greensboro PA 15338  <b>(724) 943-3052</b>  <a href="mailto:Sweeney.pat@segds.org">Sweeney.pat@segds.org</a></p>	<p><b>Mike Trantham</b>  <i>Program Administrator Senior</i>            WVU Environmental Health &amp; Safety            P.O. Box 6551            975 Rawley Avenue            Morgantown, WV 26506  <b>(304) 293-5785</b>  <a href="mailto:Mike.Trantham@mail.wvu.edu">Mike.Trantham@mail.wvu.edu</a></p>	<p><b>Richard J. Briggs</b>  <i>Vice President</i>            Lutz Briggs Schultz &amp; Associates Inc.            239 Country Club Drive            Ellwood City, PA 16117-5007  <b>(724) 758-5455</b>  <a href="mailto:lbsa@zoominternet.net">lbsa@zoominternet.net</a></p>

### From Jonathan Miller, Mechanical Project Manager, Nitro Mechanical:

“Miller Engineering is not your average engineering company; they work with the owner AND the contractor to solve all issues that arise throughout the project to make the process as fluid as possible.”

For more information, contact Craig Miller, PE, Owner, President, Miller Engineering, Inc.  
 (304) 291-2234 | 240 Scott Avenue Suite 1 Morgantown, WV 26508

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Miller Engineering, Inc  
(Company)

[Signature] Corey Miller, President  
(Authorized Signature) (Representative Name, Title)

304 291 2234, 291 2246 3 Nov 2015  
(Phone Number) (Fax Number) (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.

Addendum Numbers Received:  
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

M.H. Engineering Inc  
Company

[Signature]  
Authorized Signature

3 Nov 2015  
Date

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

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

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** 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.



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

State of West Virginia  
 Centralized Expression of Interest  
 02 - Architect/Engr

Proc Folder: 146009

Doc Description: Addendum; AE SVC's Pool Renovations, Chief Logan State Park

Proc Type: Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No	Version
2015-10-21	2015-11-04 13:30:00	CEOI 0310 DNR1600000002	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number: *Miller Engineering, Inc.*  
*240 Scott Ave, Morgantown, WV 26508*  
*304-291-2234*

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.i.nisbet@wv.gov

Signature X

FEIN #

*861081386*

DATE

*3 Nov 15*

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.01, issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*

CEOI

The West Virginia Purchasing Division for the Agency, The West Virginia Division of Natural Resources, Parks and recreation Division is soliciting CEOI responses from qualified firms to provide an architectural /engineering services contract to the renovations of the Outdoor Pool at Chief Logan State Park, Logan County, WV. per the attached CEOI specifications and terms & conditions

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	SUPERINTENDENT DIVISION OF NATURAL RESOURCES CHIEF LOGAN STATE PARK 1000 CONFERENCE CENTER DR LOGAN WV 25601 US

Line	Comm Ln Desc	Qty	Unit Issue.
1	Architectural engineering	0.00000	

Comm Code	Manufacturer	Specification	Model #
81101508			

**Extended Description :**  
Architectural engineering

SOLICITATION NUMBER: CEOI 0310 DNR1600000002

Addendum Number: No.01

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Reissue the solicitation in its entirety, Section (3) Project Specifications revised.

No other Changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

# ATTACHMENT A

# EXPRESSION OF INTEREST

Chief Logan State Park  
Pool Renovation Project

## 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” or “Bids”) for The Division of Natural Resources (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
- 2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide necessary engineering, architectural and other related professional services to design and construct certain needed renovations to the Chief Logan State Park Swimming Pool and provide other improvements to the facility (“Project”).

### 3. SCHEDULE OF EVENTS:

Release of the EOI.....09/14/2015  
 Firm’s Written Questions Submission Deadline. ....10/09/2015 at 9:00 AM. EST.  
 Addendum Issued .....TBD  
 Expressions of Interest Opening Date.....11/04/2015 at 1:30 PM. EST.  
 Estimated Date for Interviews (wk. of?).....TBD

**EXPRESSION OF INTEREST**  
Chief Logan State Park  
Pool Renovation Project

**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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: October 9th, 2015 at 9:00AM. EST.

Submit Questions to: Guy Nisbet, Buyer Supervisor  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
 Email: Guy.L.Nisbet@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

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, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus three (3) convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: November 4th, 2015 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.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. **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.
13. **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.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

- 17. 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.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

## EXPRESSION OF INTEREST

### Chief Logan State Park Pool Renovation Project

#### SECTION THREE: PROJECT SPECIFICATIONS

**Location:** Agency is located at 324 4<sup>th</sup> Ave, South Charleston, WV and the Pool Renovation Project will be completed Chief Logan 376 Little Buffalo Creek Rd. Logan 25601-3074.

1. **Background:** The Division of Natural Resources operates State Park and related facilities at the above referenced locations. The Agency desires to provide needed renovations to the Outdoor Pool at Chief Logan State Park. The renovations may include replacement of the filtration system and controls, construction of a spray park type facility and playground equipment and other related facilities.
2. **Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.
  - 2.1. In addition to the above, the Vendor should provide information regarding the following:
    - a. The successful firm or team should demonstrate a clear procedure for communication with the owner during all phases of the project.
    - b. The successful firm or team should demonstrate a history of projects that met the owner's budget and a clear plan to ensure this project can be constructed within the project budget. This plan should be described in detail.
    - c. The successful firm or team should demonstrate a history of projects that have been constructed in the time allotted in the contract documents and a clear plan to ensure this project will be constructed within the agreed construction period. This plan should be described in detail.

## EXPRESSION OF INTEREST

### Chief Logan State Park Pool Renovation Project

- d. The successful firm or team should demonstrate competent and acceptable experience in all expected professional disciplines necessary for the design and completion of the project.

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

- 3.1. Goal/Objective 1:** Review existing plans and conditions as well as the operation of the park and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the facility and meet all objectives.
- 3.2. Goal/Objective 2:** As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.
- 3.3. Goal/Objective 3:** Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.

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

**5.1. Materials and Information Required at Oral Presentation:**

The Vendor must be prepared to discuss and clarify required items submitted with the EOI as indicated in Section 2.

## EXPRESSION OF INTEREST

Chief Logan State Park  
Pool Renovation Project

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

1. **Economy of Preparation:** EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
  
2. **BIDS MUST NOT CONTAIN PRICE QUOTATIONS:** The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. In accordance with the Code requirements, no "price" or "fee" information is requested or permitted in the bid response.
  
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with West Virginia Code §5G-1-3. That Code section requires the following:
  - 3.1. **Required Elements of EOI Response:** The director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project.
  
  - 3.2. **Public Advertisement:** All EOI requests shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3-1 et seq.
  
  - 3.3. **Selection Committee Evaluation & Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
    - 3.3.1. evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
  
    - 3.3.2. conduct interviews with each firm selected and the conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment.
  
    - 3.3.3. rank in order of preference no less than three professional firms deemed to be



## **EXPRESSION OF INTEREST**

### **Chief Logan State Park Pool Renovation Project**

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

3.3.4. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.

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

3.4. **Vendor Ranking:** All evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- |   |                           |
|---|---------------------------|
| • Qualifications and experience                             | 40 Points Possible        |
| • Approach and methodology for meeting Goals and Objectives | 40 Points Possible        |
| • Oral Interview  | <u>20 Points Possible</u> |

**Total**                      100 Points

**EXPRESSION OF INTEREST**  
Chief Logan State Park  
Pool Renovation Project

**SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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 or 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. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 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 Notice to Proceed and extends for a period of One 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. 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.

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- Other:** See attached.

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 Award Document 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
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 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 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.
- 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:** In the amount of \$1,000,000.00 or more.
- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.
- Professional Liability Insurance in the amount of \$1,000,000 or more.
- Automobile Liability Insurance: \$1,000,000.00 combined single limit.
- Workers Compensation: WV Statutory requirements including WV Code
- 23-4-2 (Mandolidis)
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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. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. 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.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ 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.

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.



- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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>.

- 30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

- 31. 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.
- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States

and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. 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.

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

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

**41. 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.

**42. 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:
- c. 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

- d. 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.

**43. 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.