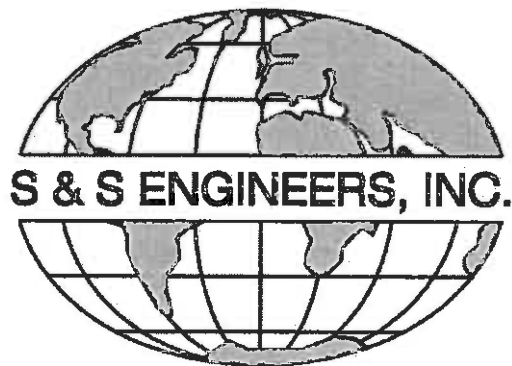


**WEST VIRGINIA ARMY NATIONAL GUARD  
JOINT FORCES HEADQUARTERS  
CONSTRUCTION & FACILITIES MANAGEMENT OFFICE  
1707 COONSKIN DRIVE  
CHARLESTON, WV 25311**

**PROPOSAL FOR  
REDUNDANT WATER &  
SEWAGE SYSTEMS DESIGN  
JOINT FORCES HEADQUARTERS  
& CAMP DAWSON**

**AUGUST 2016**



**S & S ENGINEERS, INC.  
501 EAGLE MOUNTAIN ROAD  
CHARLESTON, WV 25311  
(304) 342-7168  
(304) 342-7169 (FAX)  
WWW.S-S-ENG.COM**



August 31, 2016

501 Eagle Mountain Road  
Charleston, WV 25311  
(304) 342-7168  
(304) 342-7169 FAX  
www.s-s-eng.com

Ms. Jessica S. Chambers, Senior Buyer  
Department of Administration  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

Re: CEOI 0603 ADJ1700000004  
Redundant Water & Sewage  
Systems EOI Design Project

Dear Ms. Chambers:

We are pleased to submit four (4) copies of our proposal for providing professional engineering services for the above referenced project.

S & S Engineers, Inc. (S & S) is a highly qualified and experienced environmental / civil engineering firm providing services for municipal, federal, state, industrial and commercial clients throughout West Virginia.

For over 36 years S & S has a history of completing projects on time, under budget and without any successful litigation against us or our client, a record no other firm can match in West Virginia.

We would greatly appreciate an opportunity to present our detailed qualifications at a mutually convenient date and time.

Please call if you have any questions or need further information.

Very Truly Yours,

S & S ENGINEERS, INC.

Jessie O. Parker, Jr., P.E.  
President

Email: [j.parker@s-s-eng.com](mailto:j.parker@s-s-eng.com)

Enclosures

• ENGINEERS  
• DESIGNERS  
• SURVEYORS

• ENVIRONMENTAL  
• MUNICIPAL WASTE  
• INDUSTRIAL WASTE  
• STORMWATER/SCP  
• NPDES PERMITS  
• CIVIL DESIGN  
• LAND PLANNING  
• LAND SURVEYS  
• DIGITAL MAPS  
• HYDROLOGY  
• ENVIRONMENTAL  
SITE ASSESSMENT  
• GPS/GIS  
• CONSTRUCTION  
MANAGEMENT

**WEST VIRGINIA ARMY NATIONAL GUARD  
JOINT FORCES HEADQUARTERS  
CONSTRUCTION & FACILITIES MANAGEMENT OFFICE**

**REDUNDANT WATER & SEWAGE SYSTEMS DESIGN  
JOINT FORCES HEADQUARTERS, KANAWHA COUNTY  
& CAMP DAWSON, PRESTON COUNTY**

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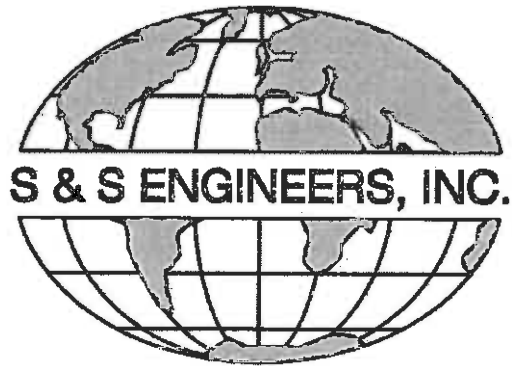
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**WEST VIRGINIA ARMY NATIONAL GUARD  
JOINT FORCES HEADQUARTERS  
CONSTRUCTION & FACILITIES MANAGEMENT OFFICE**

**REDUNDANT WATER & SEWAGE SYSTEMS DESIGN  
JOINT FORCES HEADQUARTERS, KANAWHA COUNTY  
& CAMP DAWSON, PRESTON COUNTY**

**SCOPE OF SERVICES**

**GENERAL**

The WV Army National Guard's (WVARNG) Joint Forces Headquarters is located next to Yeager Airport within the Coonskin Complex in Kanawha County and Camp Dawson is located in Kingwood in Preston County.

Our proposal is in response to an advertisement to provide engineering services such as design, provide a system inventory and vulnerability assessment, and to develop construction documents for the existing and redundant water and wastewater systems. Professional services for the project will include, but not be limited to, the evaluation of the existing facilities and the inclusion of the necessary improvements into the preliminary engineering report, design, construction administration / management, and permitting services.

**S & S APPROACH**

S & S Engineers, Inc. (S & S) has a tremendous amount of experience in the development of similar projects throughout the State of West Virginia.

S & S is a highly qualified and experienced environmental / civil engineering firm specializing in water and wastewater systems. S & S has provided these services to state, municipalities, public service districts, industries and the private sector for over 36 years.

S & S has provided water and wastewater system design services to state agencies such as WV Division of Natural Resources for Bluestone State Park's Meador Campground and Kanawha State Forest Campground. S & S also provided waterline replacement services to the Bluestone State Park. All of these projects were carried out within time and allocated budget amounts.

S & S just completed a water storage tank replacement and water treatment plant high service pumps replacement project at the Denmark Correctional Center for the WV Division of Corrections. In addition, S & S is currently working with St. Marys Correctional Center to replace its wastewater collection system, install backflow preventers on waterlines and other improvements in St. Marys, WV for the WV Division of Corrections.

S & S keeps clients informed at every step of the project. Telephone calls, written communication by letter, emails or text messages are provided on a daily or weekly basis throughout all the phases of the projects. In addition, meetings are held with clients at the office and/or on-site to review the projects.

S & S is proud of its 36 years of record to complete all projects under budget, within time frame, and without any successful litigation against the firm or our clients. This is due to the personal and professional attention given by the principals of the firm at every step of the project. In-house quality control is exercised by peer review of all documents, keeping up with current cost trends in estimating costs, construction techniques and materials of construction. S & S provides full time resident inspection and a weekly site visit by a registered professional engineer to further assure timely completion of the projects.

Key staff resumes are included to demonstrate our experience for these projects.

### **PROJECT SPECIFICS**

Our first step will be to meet with WVARNG personnel and review existing plans, data and other materials to evaluate a plan that can be implemented in a manner with minimum interruption and to keep existing facilities in operation.

We will verify existing plans by surveying to as-built the existing water lines and sewer lines. We will determine the needs for the redundant systems and develop a cost effective and efficient plan, constantly keeping WVARNG officials involved for input.

We will review the preliminary design with WVARNG personnel and incorporate their comments in the final design. We will then assist WVARNG in filing a construction permit from the WV Bureau for Public Health.

Once WVARNG advertises the project for bid, we will conduct a pre-bid meeting with contractors and answer their questions in the form of an addendum.

Upon bid award, we will conduct a pre-construction meeting with the selected contractor, and review all material submittals prior to beginning construction. We will provide periodic resident inspection and then certify project completion. We will furnish as-built drawings to WVARNG.

## QUALIFICATIONS OF S & S

### SERVICES

S & S was formed in 1980 to provide consulting engineering and surveying services to government, industry, municipalities, commercial, and individuals.

S & S provides a wide variety of technical services in the following areas:

#### Engineering:

- Water Supply, Treatment, Storage, and Distribution Systems
- Wastewater Collection and Treatment Systems
- Industrial and Hazardous Waste Treatment Systems
- Environmental Site Assessments
- Storm Water NPDES Permit Services
- EPA and WVDEP Compliance Discharge Permits
- WVDEP 401 and USACE 404 Permit Services
- Solid Wastes Management and Landfill Designs
- Subdivision Design and Permit Applications
- Site Development Plans
- Earth Work Quantity Estimates
- Street Paving Design and Drainage Control
- Construction Management
- Technical Expert Testimony

#### Surveying:

- Aerial Mapping Control Surveys
- Topographic Mapping
- Rights-of-Way and Land Acquisition Maps
- GPS/GIS Services
- ALTA/ACSM Land Title Surveys
- Property Surveys
- Construction Stakeout
- Computer Mapping

S & S' office is conveniently located at the Yeager Airport Complex in Charleston, West Virginia. S & S uses the latest CAD software on computers, electronic distance measurement instruments and GPS/GNSS receivers to complete the work in a professional, timely and cost-effective manner.

The highly qualified staff consisting of engineers and land surveyors is supported by technicians, draftspersons, construction inspectors, and office clerical staff.

Cost effective design and survey projects are processed using Autocad, Bentley and Carlson software. Other software packages utilized are Haestead Flow Master, SCS TR55 Urban Hydrology, WaterCAD, StormCAD, Sewer CAD, FlowMaster, Carlson Survey 2010, Word Perfect, Microsoft Office and CAD scanning conversion.

The survey crew is equipped with GeoMax Robotics Total Station set, Nikon Total Station EDM with TDS/SMI Data Collectors, Ashtech RTK GPS/GNSS receivers and Topcon GRS-1 L1/L2 GPS/GNSS receivers linked to WVDOT Virtual Reference Station Network. S & S has provided GPS/RTK/GIS services since 1991 using Trimble, Ashtech and Topcon GPS/GNSS equipment as an alternate to high cost long distance traverse with accurate results.

S & S has provided services on projects funded by the U.S. Environmental Protection Agency, HUD-Small Cities Block Grant, WV Infrastructure Jobs Development Council, WV Water Development Authority, Economic Development Administration, U.S. Corps of Engineers, USDA-Rural Development, Soil Conservation Service, Office of Surface Mining, U.S. Forest Service, America Recovery & Reinvestment Act, state and local government agencies as well as industry and private businesses.

S & S is a registered vendor with the State of West Virginia and maintains a cost accounting system which is capable of segregating and identifying accumulation costs for each job under cost type projects. All work is performed under the direct supervision of a licensed engineer or surveyor and no subcontracting is anticipated.

### **STATES OF REGISTRATION**

S & S holds a valid Certificate of Authorization to practice as Engineers and Surveyors in the following states:

- West Virginia
- Ohio
- Kentucky
- Virginia

## PROJECT MANAGEMENT

With over 100 years of combined professional experience, the project team will be made up of the following personnel, including the principal of the firm:

Jessie O. Parker, Jr., P.E. Email: <a href="mailto:j.parker@s-s-eng.com">j.parker@s-s-eng.com</a>	President / Principal Engineer
Randy B. Crace, P.S. Email: <a href="mailto:r.crace@s-s-eng.com">r.crace@s-s-eng.com</a>	Vice President / Professional Surveyor
Ashok M. Sanghavi, P.E., DEE, QEP Email: <a href="mailto:a.sanghavi@s-s-eng.com">a.sanghavi@s-s-eng.com</a>	Senior Staff Engineer
D. Matt Shelton Email: <a href="mailto:m.shelton@s-s-eng.com">m.shelton@s-s-eng.com</a>	Project Designer / Engineering Technician
Michael Hubbard	Survey Crew Chief / Construction Inspector
Robert P. Bowyer	Construction Inspector

The above team will also be supported by the other staff.



## RESUMES OF KEY PERSONNEL OF S & S

**JESSIE O. PARKER, JR., P.E.**

**PRESIDENT**

### **SUMMARY**

Over thirteen years of professional experience in civil engineering fields such as environmental, water supply, wastewater, storm water and drainage. Also has experience in grading plans, construction management, payment request approvals, quantity & cost estimates, and has worked with City, Town & PSD personnel, regulatory and funding agencies, as well as contractors. Has proven to move projects forward in a professional, cost-effective and timely manner.

Has extensive knowledge of the state and federal water supply, and wastewater laws and regulations and is very familiar with federal and state grant and loan programs.

### **ACADEMIC BACKGROUND**

**WVU Institute of Technology, Montgomery, WV**  
B.S. Civil Engineering – December 2002

**Marshall University, South Charleston, WV**  
M.S. Engineering – May 2006

### **PROFESSIONAL REGISTRATION**

Registered Professional Engineer, West Virginia  
Registered Professional Engineer, Ohio  
Registered Professional Engineer, Kentucky  
Registered Professional Engineer, Virginia

### **PROFESSIONAL HISTORY**

**S & S Engineers, Inc., April 2003 to Present**

### **PROFESSIONAL AFFILIATIONS**

Member, Water Environment Federation  
Member, American Water Works Association  
Member, American Society of Civil Engineers

**RANDY B. CRACE, P.S.**

**VICE PRESIDENT**

**SUMMARY**

Over forty-two years of surveying and technical experience. Areas of concentration in boundary surveys, mapping, topography, subdivisions, annexations, right of ways, subdivision development, construction stakeout, solid waste disposal permits, aerial mapping controls, GPS-RTK survey control networks, oil and gas well locations, land development projects, wastewater collection systems, surface and underground mining permits, construction stakeout, hydrology, erosion and sediment control plans, stormwater retention systems, site grading plans, parking lot layout, WVDOH driveway permits, Cad software programs, Geographic Information Systems, Phase I - ASTM environmental site assessment and expert witness testimony in the surveying field.

**ACADEMIC  
BACKGROUND**

**MUCGS, Institute, WV**

Partial course work toward M.S. in Environmental Studies

**West Virginia State College, Institute, WV**

B.A. Industrial Technology – December 1989

**Cedar Lakes Conference Center, Ripley, WV**

OSHA 40 Hour Hazardous Materials – July 1990

**AGC/WSDOT**

Site Erosion and Sediment Control Certification – April 2005

**Environmental Site Assessment**

Commercial Real Estate Certification

ASTM E-1527 & E-1528 – October 2001

ASTM E 1527-05 Phase I and USEPA AAI – October 2006

**West Virginia Department of Environmental Protection**

Approved Person - Mining Permits 1986

**ACSM Surveying Instrumentation and Coordinate Computation  
Certificate, 1978**

**Center College, Charleston, WV**

Technical Degree, Drafting – 1970

**PROFESSIONAL  
REGISTRATIONS**

Professional Surveyor, West Virginia, 1982

Professional Surveyor, Ohio, 1990

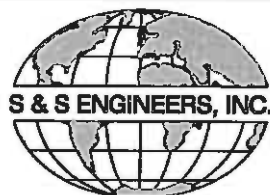
Registered Surveyor, Kentucky 1982

**PROFESSIONAL HISTORY** S & S Engineers, Inc., January 1983 to Present

**Converse Surveying**

**U.S. Army - SP4, Honorable Discharge - 1974**

**PROFESSIONAL AFFILIATIONS** Member, West Virginia Association of Land Surveyors  
Member, American Congress on Surveying & Mapping  
Member, National Society of Professional Surveyors  
Associate Member, American Institute of Architects, WV



**SUMMARY**

Over forty-six years of professional experience in civil engineering fields such as environmental, water supply, wastewater, solid wastes management, drainage, and mining. Has provided planning, design, construction management and technical expert testimony for environmental and general civil engineering projects. Has prepared Phase I environmental site assessments and carried out subsequent Phase II and Phase III remediation work. Has prepared environmental impact statements for state and federal highway projects.

Having worked for the private industry as well as state government, he thoroughly understands both sides. Has extensive knowledge of the state and federal water supply, and wastewater laws and regulations and is also very familiar with federal and state grant and loan programs.

**ACADEMIC  
BACKGROUND**

**West Virginia University, Morgantown, WV**  
M.S. Civil Engineering (Environmental Engineering) – 1970  
Partial course work for Ph.D.

**PROFESSIONAL  
REGISTRATION**

Registered Professional Engineer, West Virginia  
Registered Professional Engineer, Ohio  
Registered Professional Engineer, Kentucky  
Registered Professional Engineer, Virginia  
Diplomate, American Academy of Environmental Engineers  
Qualified Environmental Professional, IPEP

**PROFESSIONAL  
HISTORY**

**S & S Engineers, Inc., April 1980 to Present**

**West Virginia State Health Department**  
**1) Acting Chief, Wastewater Division; 2) District Engineer; 3)  
Water Supply Engineer**

**Flaherty-Giavara Associates; New Haven, Connecticut**

**PROFESSIONAL  
AFFILIATIONS**

Member, West Virginia Rural Water Association  
Member, Water Environment Federation (President, WV Section, 1987-88) (National Director 1989-92)  
Member, American Water Works Association

**AWARD**

Arthur Sidney Bedell Award, Water Environment Federation, (1993)

**D. MATT SHELTON**

**PROJECT DESIGNER /  
ENGINEERING TECHNICIAN**

**SUMMARY**

Over twelve years of professional experience in civil engineering fields such as water supply, wastewater, stormwater and drainage. Also has experience in surveying, construction management, record keeping, quantity and payment reviews, inspection and site grading. Having worked with general contractors, subcontractors, community representatives and residents, he has developed solid techniques to move the projects in a professional, cost-effective and timely manner.

**ACADEMIC  
BACKGROUND**

**WVU Institute of Technology, Montgomery, WV**  
A.S. Civil Engineering Technology – December 2004  
B.S. Civil Engineering Technology – May 2005

**PROFESSIONAL  
HISTORY**

**S & S Engineers, Inc., July 2004 to Present**  
Experienced in site grading, surveying, quantity surveys, building layout, water & sewer system design and construction inspection on civil engineering projects.

Experience as Engineering Technician includes design of water line extensions, water booster stations, water storage tanks, wastewater pump stations, sewer line extensions, manholes, drainage calculations, and preparation of quantity and cost estimates.

Experience as Survey Technician / Instrument man includes topographic surveys, construction stakeout for water & sewer systems and highways, building layout, cut sheets for sewer systems, GPS surveying for field control work, etc.

**MICHAEL HUBBARD**

**SURVEY CREW CHIEF /  
CONSTRUCTION INSPECTOR**

**SUMMARY**

Over six years of experience in design, grading plans, surveying, construction management, record keeping, quantity and payment reviews, inspection and surveying.

**ACADEMIC  
BACKGROUND**

**Bridgemont Community & Technical College, Montgomery, WV**  
A.S. Drafting & Design – May 2009  
A.S. Civil Engineering Technology – May 2010

**PROFESSIONAL  
HISTORY**

**S & S Engineers, Inc., August 2010 to Present**

Experience as Engineering Technician includes design of wastewater pump stations, water & sewer line extensions, and preparation of quantity estimates.

Experience as Survey Technician / Instrument man includes topographic surveys, construction stakeout for water & sewer systems and highways, building layout, cut sheets for sewer systems, GPS surveying for field control work, etc.

Provided construction inspection for numerous water and sewer projects. Duties include construction inspection, keeping daily log books and maintaining a set of as-built drawings.

**ROBERT P. BOWYER**

**CONSTRUCTION INSPECTOR**

**SUMMARY**

Over ten years of experience in construction management, record keeping, quantity and payment reviews, inspection and surveying.

**ACADEMIC  
BACKGROUND**

Union High School, Union, WV

**PROFESSIONAL  
HISTORY**

**S & S Engineers, Inc., 2015 to Present**

Provided construction inspection for sanitary sewer and storm water projects. Duties include construction inspection, keeping daily log books and maintaining a set of as-built drawings.

**Thrasher Engineering, 2012 to 2015**

Provided construction inspection for water, sewer and gas projects. Duties include construction inspection, keeping daily log books and maintaining a set of as-built drawings.

**Dunn Engineers, Inc., 2006 to 2011**

Provided construction inspection for water and sewer projects. Duties include construction inspection, keeping daily log books and maintaining a set of as-built drawings.

## PROJECT EXPERIENCE OF S & S

### 1. American Medical Facilities Management, Wayne County, WV

- **Description:** Planning, design, and construction management for the replacement of a 15,000 gpd wastewater treatment plant, pump station, force main and related work.
- **Funding Source:** AMFM
- **Project Cost:** Approximately \$300,000
- **Project Status:** Scheduled for Construction in September 2016

### 2. American Medical Facilities Management, Summers County, WV

- **Description:** Planning, design, and construction management for the replacement of a 22,000 gpd wastewater treatment plant, sand filters and related work.
- **Funding Source:** AMFM
- **Project Cost:** Approximately \$350,000
- **Project Status:** Scheduled for Construction in September 2016

### 3. WV Division of Corrections: St. Marys Correctional Center, Pleasants County, WV

- **Description:** Planning, design, and construction management for the replacement of sewer lines and gas lines, the installation of back flow preventers on the water lines, security fencing and high mast lighting, separation of stormsewer and sanitary sewers.
- **Funding Source:** WVDOC
- **Project Cost:** \$1,645,000 budget, bids totaled \$1,609,000
- **Project Status:** Project is approximately 70 percent complete.

### 4. WV Division of Corrections: Denmark Correctional Center, Pocahontas County, WV

- **Description:** Planning, design, and construction management for the replacement of two (2) water storage tanks with a 300,000 gallon glass bolted water storage tank and the replacement of two (2) high service pumps.
- **Funding Source:** WVDOC
- **Project Cost:** \$508,247.97
- **Project Status:** Completed March 2015



**5. WV Division of Natural Resources: Bluestone State Park, Summers County, WV**

- **Description:** Planning, design, and construction management for the replacement of approximately 7,550 LF of 6" water line, installation of two (2) pressure reducing stations, and connection to WV American Water.
- **Funding Source:** WVDNR
- **Project Cost:** \$382,733.71
- **Project Status:** Completed March 2011

**6. Ellenboro-Lamberton PSD, Ritchie County, WV**

- **Description:** Planning, design, and construction management of extension of water and sewer lines and a 150,000 gallon water storage tank to serve a proposed industrial park.
- **Funding Source:** ARC (Administered by USDA-RD)
- **Project Cost:** \$1,260,000, completed project approximately \$46,000 under budget and used savings to purchase equipment
- **Project Status:** Completed 2009

**7. Camp Virgil Tate 4-H Camp, Kanawha County, WV**

- **Description:** Planning, design, and construction management for an underground injection control (UIC) wastewater system consisting of five clusters of septic tanks and biofilters.
- **Funding Source:** Camp Virgil Tate
- **Project Cost:** \$400,000
- **Project Status:** Completed 2003

**8. WV Division of Natural Resources: Bluestone State Park, Summers County, WV**

- **Description:** Planning, design, and construction management for the replacement of the wastewater collection system including pump station, force main, septic tanks with recirculating filters and chlorination.
- **Funding Source:** WVDNR
- **Project Cost:** \$160,000
- **Project Status:** Completed 1998

**9. WV Division of Natural Resources: Kanawha State Forest Campground, Kanawha County, WV**

- **Description:** Planning, design, and construction management for the replacement of the wastewater collection system including pump station, force main, septic tanks with recirculating filters and chlorination.
- **Funding Source:** WVDNR
- **Project Cost:** \$400,000
- **Project Status:** Completed 1998

## CLIENT REFERENCES OF S & S

1. Mr. John Elliot, President / Owner (304) 344-1623  
American Medical Facilities Management  
240 Capitol Street, Suite 500  
Charleston, WV 25301
2. Mr. Philip K. Farley, II (304) 558-2036  
Director of Engineering & Construction  
WV Division of Corrections  
617 Leon Sullivan Way  
Charleston, WV 25301
3. Mr. Brad Leslie (304) 558-4025  
WV Division of Natural Resources  
324 Fourth Avenue  
South Charleston, WV 25303
4. Hon. Bill Rice, Mayor (304) 652-6361  
City of Sistersville  
200 Diamond Street  
Sistersville, WV 26175
5. Hon. Rose DeVaney, Mayor (304) 648-5246  
Town of Fort Gay  
P.O. Box 336  
Fort Gay, WV 25514
6. Mr. Mickey Walters, Chairman (304) 869-3280  
Ellenboro-Lamberton PSD  
418 Main Street  
Pennsboro, WV 26415
7. Mr. John Rubin, Chairman (304) 595-2203  
Kanawha Public Service District  
P.O. Box 8  
Cabin Creek, WV 25035
8. Mr. David Beach, General Manager (304) 755-3669  
Nitro Regional Wastewater Utility (City of Nitro)  
P.O. Box 607  
Nitro, WV 25143



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: 240128

Doc Description: Addendum 1-Redundant Water and Sewage Systems EOI Design

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-08-02	2016-08-31 13:30:00	CEOI 0603 ADJ1700000004	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:

S&S Engineers, Inc.  
 501 Eagle Mountain Road  
 Charleston, WV 25311  
 (304) 342-7168

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN #

55-060-1971

DATE

8/30/2016

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.

**Expression of Interest**

The West Virginia Purchasing Division is soliciting Expression(s) of Interest for the Agency, The West Virginia National Guard to provide design services to complete a system inventory and vulnerability assessment of the existing infrastructure for water and sewage systems at the Joint Forces Headquarters at the Coonskin Complex in Charleston, WV, and selected areas within Camp Dawson at Kingwood (Preston County), and to provide a prioritized approach with conceptual costs for redundant water and sewage systems at these locations.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Redundant Water and Sewage Systems EOI Design Services		

Comm Code	Manufacturer	Specification	Model #
81101508			

**Extended Description :**

CHARLESTON COONSKIN LOCATION-Professional engineering design services to develop construction documents to provide for a complete system inventory and vulnerability assessment of the existing infrastructure for water and sewage systems as needed, at the Joint Forces Headquarters Complex, located at 1703 Coonskin Drive, Charleston, WV 25311, and to provide a prioritized approach with conceptual costs for redundant water and sewage systems at this location per the attached documentation

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		FACILITY MAINTENANCE MANAGER CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV25311	KINGWOOD	WV 26537-1077
US		US	

Line	Comm Ln Desc	Qty	Unit Issue
2	Redundant Water and Sewage Systems EOI Design Services		

Comm Code	Manufacturer	Specification	Model #
81101508			

**Extended Description :**

CAMP DAWSON LOCATION- Professional engineering design services to develop construction documents to provide for a complete system inventory and vulnerability assessment of the existing infrastructure for water and sewage systems as needed, at selected areas within Camp Dawson at Kingwood (Preston County), and to provide a prioritized approach with conceptual costs for redundant water and sewage systems at this location per the attached documentation.

ADJ1700000004	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum 1-Redundant Water and Sewage Systems EOI Design	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER:** CRFQ 0603 ADJ1700000004

**Addendum Number:** No.01

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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. To amend the bid opening date and technical question deadline, per the attached.

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

## **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 nonbinding.

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

Question Submission Deadline: 08/16/2016 at 9:00AM. EDT.

Submit Questions to: Jessica S. Chambers, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Jessica.S.Chambers@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.



**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.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

**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.

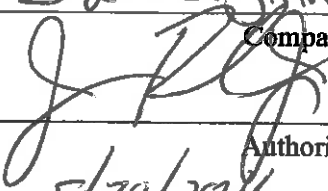
**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**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.

S&S Engineers, Inc.  
\_\_\_\_\_  
Company  
  
\_\_\_\_\_  
Authorized Signature  
8/30/2016  
\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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: 240128

Doc Description: Redundant Water and Sewage Systems EOI Design Services

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-08-02	2016-09-01 13:30:00	CEO: 0603 ADJ1700000004	1

**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:

S&S Engineers, Inc.  
 501 Eagle Mountain Road  
 Charleston, WV 25311  
 (304) 342-7168

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN #

55-060-1971

DATE

5/30/2016

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

**ADDITIONAL INFORMATION:**

Expression of Interest

The West Virginia Purchasing Division is soliciting Expression(s) of Interest for the Agency, The West Virginia National Guard to provide design services to complete a system inventory and vulnerability assessment of the existing infrastructure for water and sewage systems at the Joint Forces Headquarters at the Coonskin Complex in Charleston, WV, and selected areas within Camp Dawson at Kingwood (Preston County), and to provide a prioritized approach with conceptual costs for redundant water and sewage systems at these locations.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Redundant Water and Sewage Systems EOI Design Services		

Comm Code	Manufacturer	Specification	Model #
81101508			

**Extended Description :**

CHARLESTON COONSKIN LOCATION-Professional engineering design services to develop construction documents to provide for a complete system inventory and vulnerability assessment of the existing infrastructure for water and sewage systems as needed, at the Joint Forces Headquarters Complex, located at 1703 Coonskin Drive, Charleston, WV 25311, and to provide a prioritized approach with conceptual costs for redundant water and sewage systems at this location per the attached documentation

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		FACILITY MAINTENANCE MANAGER CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV25311	KINGWOOD	WV 26537-1077
US		US	

Line	Comm Ln Desc	Qty	Unit Issue
2	Redundant Water and Sewage Systems EOI Design Services		

Comm Code	Manufacturer	Specification	Model #
81101508			

**Extended Description :**

CAMP DAWSON LOCATION- Professional engineering design services to develop construction documents to provide for a complete system inventory and vulnerability assessment of the existing infrastructure for water and sewage systems as needed, at selected areas within Camp Dawson at Kingwood (Preston County), and to provide a prioritized approach with conceptual costs for redundant water and sewage systems at this location per the attached documentation.

ADJ170000004	<b>Document Phase</b> Draft	<b>Document Description</b> Redundant Water and Sewage Systems EOI Design Services	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



## EXPRESSION OF INTEREST

### Redundant Water and Sewage Systems Design for JFHQ and Camp Dawson

#### 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 West Virginia Army National Guard Construction and Facilities Management Office ("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 engineering design services for the West Virginia National Guard. Selected vendor will provide design services to complete a system inventory and vulnerability assessment of the existing infrastructure for water and sewage systems at the Joint Forces Headquarters at the Coonskin Complex in Charleston, WV, and selected areas within Camp Dawson at Kingwood (Preston County), and to provide a prioritized approach with conceptual costs for redundant water and sewage systems at these locations, and will be altered to accommodate the facility's needs and meet current building codes. ("Project").
3. **SCHEDULE OF EVENTS:**

Release of the EOI.....	08/02/2016
Firm's Written Questions Submission Deadline. ....	09/26/16 at 9:00 AM. EDT.
Addendum Issued .....	TBD
Expressions of Interest Opening Date.....	10/01/2016 at 1:30 PM. EDT.
Estimated Date for Interviews .....	TBD

**EXPRESSION OF INTEREST**

**Redundant Water and Sewage Systems Design for JFHQ and Camp Dawson**

**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 nonbinding.

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

Question Submission Deadline: 08/26/2016 at 9:00AM. EDT.

Submit Questions to: Jessica S. Chambers, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Jessica.S.Chambers@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:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus       N/A       convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (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: 09/01/2016 at 1:30 PM. EDT.

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.
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- 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.

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

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## **EXPRESSION OF INTEREST**

### **Redundant Water and Sewage Systems Design for JFHQ and Camp Dawson**

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

- 1. Location:** Agency is located at WVARNG, Joint Forces Headquarters, Construction and Facilities Management Office, 1707 Coonskin Drive, Charleston, WV 25311 and the Project will be completed at the Joint Forces Headquarters, within the Coonskin Complex, at 1703 Coonskin Drive, Charleston, WV 25311, and within Camp Dawson, located in Kingwood (Preston County) WV 26537.
- 2. Background:** The Owner is seeking the services of a qualified professional engineering firm to design, provide a system inventory and vulnerability assessment, and to develop construction documents for existing and redundant water and sewer systems at the West Virginia Army National Guard facilities at the Coonskin Complex in Charleston, WV 25311, and at selected areas within Camp Dawson, located near Kingwood, WV 26537. These facilities house West Virginia National Guard troops. The facilities will be renovated to support elements of the West Virginia Army National Guard Command.
- 3. 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 were and how they were met.
- 4. Project and Goals:** The project goals and objectives are:
  - 4.1.** Provide a complete system inventory and vulnerability assessment of the existing infrastructure systems. The intent of this assessment is to document the current condition and operation of the water and wastewater (sewage) systems and to provide guidance for developing a prioritized approach and conceptual costs to provide for redundant water and sewage systems.
  - 4.2.** Catalog and index the existing water and sewer infrastructure. Site assessment will determine needs of well site and infrastructure. Develop the most cost effective and efficient redundant water and sewage systems at each location. Determine sustainable flow rate of proposed well and maximum number of gallons able to be extracted in a 24 hour period without diminishing service from the well.



## **EXPRESSION OF INTEREST**

### **Redundant Water and Sewage Systems Design for JFHQ and Camp Dawson .**

- 4.3. Assessment must provide, condition of existing facilities, describing present condition, suitability for continued use, adequacy of water supply, existing water source quantity and quality. Health and Safety describe any concerns and include relevant regulations and correspondence from/to Federal and State regulatory agencies. System operation and maintenance describe the concerns and indicate those with the greatest impact, investigate water loss, management adequacy, and inefficient designs. Sanitary sewage system availability, describe the existing sewage system and sewage treatment works, with special reference to their relationship to existing or proposed waterworks structures.
  - 4.4. Provide proposed design and cost estimates for redundant water systems to include: Water treatment, storage, pumping stations, a financial report including annual operation and maintenance costs for proposed redundant systems and a project timeline.
  - 4.5. Provide full design services that may include civil, mechanical and electrical disciplines to assist with the design and construction of fully functional facilities within the proposed budget. Develop drawings and specifications for renovating/ updating existing locations for the purpose of advertising and awarding construction contract(s).
  - 4.6. Preparation of the definitive design including preparation of all preliminary and final working drawings, specifications, detailed cost estimates, bidding and construction schedules, and assistance in surveying, analyzing and evaluating bids or proposals for construction.
  - 4.7. Perform review and approval of samples and/or shop drawings, preparation of change orders and detailed cost estimates, evaluation of supplier's change order proposals and recommendations for negotiation, and preparation of record drawings (reproducible) showing construction work as actually accomplished (as-built drawings). These services also include presiding over the required construction meetings and preparing construction progress and forecast reports.
5. **Oral Presentations:** 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:

## **EXPRESSION OF INTEREST**

### **Redundant Water and Sewage Systems Design for JFHQ and Camp Dawson**

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

“Evaluation and Award Process” will be conducted with the three (3) firms selected as the most qualified by the WVARNG-CFMO selection committee. The Committee will schedule the interviews.

The format for the interviews will be a 30-45 minute Power-Point presentation consisting, at a minimum, of the following:

- Corporation / Personnel experience as it relates to the project(s)
- Proposed project management plan
- Key personnel available for the proposed work
- Proposed subcontractors
- Product quality control
- Project cost control

## EXPRESSION OF INTEREST

### Redundant Water and Sewage Systems Design for JFHQ and Camp Dawson

#### 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. Electronic responses to EOI's are no longer allowed through the WV Oasis system, so vendors are asked to provide at least 3 convenience copies of their submission in response to the EOI.
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.

## **EXPRESSION OF INTEREST**

### **Redundant Water and Sewage Systems Design for JFHQ and Camp Dawson**

- 3.3.3.** Rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.
- 3.3.4.** Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price 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                             | (50) Points Possible        |
| • Approach and methodology for meeting Goals and Objectives | (30) Points Possible        |
| • Oral interview  | <u>(20) Points Possible</u> |
| <b>Total</b>  | <b>100</b>                  |

**EXPRESSION OF INTEREST**

**Redundant Water and Sewage Systems Design for JFHQ and Camp Dawson**

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

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

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

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

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

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

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

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

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal 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 \_\_\_\_\_ successive one (1) year 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. 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. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. 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                      
                    \$2,000,000.00 Aggregate                     or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

**Automobile Liability:** \$1,000,000.00

**Professional Liability:** \$1,000,000.00

**WV Statutory requirement- WV Code §23-4-2 (Mandolidis)**

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.

**8. 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.

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

**10. 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.

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

**12. 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.

**13. 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.

**14. 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.

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

**17. 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.

**18. 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 § 148-1-6.1.e.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. 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.

**21. 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 laws, regulations, and ordinances.

**22. 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.

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

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

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

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

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, 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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**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.

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

*J.P.P.*, President  
 \_\_\_\_\_  
 (Name, Title)  
 Jessie Parker, Jr., President  
 \_\_\_\_\_  
 (Printed Name and Title)  
 501 Eagle Mountain Road, Charleston, WV 25311  
 \_\_\_\_\_  
 (Address)  
 (304) 342-7168 / (304) 342-7169  
 \_\_\_\_\_  
 (Phone Number) / (Fax Number)  
 j.parker@s-s-eng.com  
 \_\_\_\_\_  
 (email address)

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

S&S Engineers, Inc.  
 \_\_\_\_\_  
 (Company)  
*J.P.P.*, President  
 \_\_\_\_\_  
 (Authorized Signature) (Representative Name, Title)  
 Jessie Parker, Jr., President  
 \_\_\_\_\_  
 (Printed Name and Title of Authorized Representative)  
 8/30/2016  
 \_\_\_\_\_  
 (Date)  
 (304) 342-7168 / (304) 342-7169  
 \_\_\_\_\_  
 (Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

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

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

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

S&S Engineers, Inc.  
Company

  
Authorized Signature

8/30/2016  
Date

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

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: SLS Engineers, Inc.

Authorized Signature: [Signature] Date: 8/30/2016

State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 30 day of AUGUST, 2016.  
My Commission expires NOVEMBER 25, 2018.

AFFIX SEAL HERE



OFFICIAL SEAL  
STATE OF WEST VIRGINIA  
NOTARY PUBLIC  
Andy B. Grace  
SLS Engineers, Inc.  
Strategic Mountain Road  
Charleston, WV 25311  
My Commission Expires Oct. 25, 2018

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)