

EXPRESSION OF INTEREST
Architectural/Engineering Services
Needs Assessment of Fifty-five Courthouses in West Virginia
Courthouse Facilities Improvement Authority
550 Eagan Street, Suite 208
Charleston, WV 25301
304-558-5000

Response by
LBRA Architecture
3356 Pennsylvania Avenue
Weirton, WV 26062
November 16, 2011
304-723-5870
lou@lbra-arch.com

RECEIVED

2011 NOV 15 A 10: 56

PURCHASING DIVISION
STATE OF WV

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

Request for Quotation

RFQ NUMBER
 CFA100611

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

RFQ COPY
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LBRA Architecture
 3356 Pennsylvania Ave Suite E
 Weirton, WV 26062

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COURTHOUSE FACILITIES
 IMPROVEMENT AUTHORITY
 550 EAGAN STREET, SUITE 208
 CHARLESTON, WV
 25301 304-558-5000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/19/2011				

BID OPENING DATE: 11/16/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-00-00-001		
ARCHITECT/ENGINEERING SERVICES, PROFESSIONAL EXPRESSION OF INTEREST (EOI) THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY, IS SEEKING EXPRESSIONS OF INTEREST (EOI) FOR ARCHITECTURAL/ENGINEERING SERVICES TO PRODUCE A NEEDS ASSESSMENT TARGETING THE 55 COUNTY COURTHOUSE BUILDINGS PER THE ATTACHED SPECIFICATIONS. ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/03/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE. EXHIBIT 1 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James P. Rowland</i>	TELEPHONE 304-723-5870	DATE 11/11/11
TITLE OWNER	FEBIN 76-0778854	ADDRESS CHANGES TO BE NOTED ABOVE

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



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LBRA Architecture
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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John P. Benarsh</i>	TELEPHONE 304-723-5870	DATE 11/11/11
TITLE OWNER	FEIN 76-0778854	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: CFA100611</p> <p>BID OPENING DATE: 11/16/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-914-3789 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- LOUIS P. BERNARDI -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Louis P. Bernardi</i>	TELEPHONE 304-723-5870	DATE 11/11/11
TITLE OWNER	FEIN 76-0778854	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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FRANK WHITTAKER 304-558-2316

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VENDOR

LBRA Architecture
 3356 Pennsylvania Ave Suite E
 Weirton, WV 26062

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ CFA100611 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Justin P. Bernard</i>	TELEPHONE 304-723-5870	DATE 11/11/11
TITLE OWNER	FEIN 76-0778854	ADDRESS CHANGES TO BE NOTED ABOVE

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

Revised July 28, 2009

EXPRESSION OF INTEREST

Statewide Courthouse Facility Needs Assessment: CFA100611

Part 1 GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting Expression(s) of Interest (EOI) for the WV Courthouse Facilities Improvement Authority, "Agency", from qualified firms to provide architectural/engineering services as defined in section two (2) and three (3).

1.2 Project:

The mission or purpose of the project described in sections 2 & 3 is to provide a facility needs assessment for each of the 55 county courthouses throughout the state of West Virginia. This assessment may be used to determine the upgrades or additions necessary to comply with state, federal, municipal and building codes, as well as determine the needs for additional space or growth demanded by the needs of county government to serve its citizens.

1.3 Format: N/A

1.4 Inquiries:

Additional information inquiries regarding this EOI must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission, which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Frank Whittaker
Purchasing Division
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

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

1.5 Vendor Registration:

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

firm must register and pay the fee prior to the issuance of an actual contract.

1.6 Oral Statements and Commitments:

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

1.7 Economy of Preparation:

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

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

1.9 Submission:

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

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

Submit:

One original plus 5 convenience copies to:
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

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

Buyer: Frank Whittaker
Req#: CFA100611
Opening Date: November 16, 2011
Opening Time: 1:30 p.m.

1.10 Rejection of Expressions:

The State shall select the best value solution according to §5G-1-3 of the West

Virginia State Code. However, the State reserves the right to accept or reject any or all expressions and to reserve the right to withdraw this Expression of Interest at any time and for any reason. Submission of, or receipt by the State of Expressions confers no rights upon the firm nor obligates the State in any manner.

1.11 Incurring Costs:

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

1.12 Addenda:

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

1.13 Independent Price Determination:

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

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

1.15 Public Record:

1.15.1 Submissions are Public Record.

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

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request, which ever is greater.

1.15.3 Risk of Disclosure.

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

1.16 Schedule of Events:

Release of the EOI: **October 18, 2011**

Firm's Written Questions Submission Deadline: **November 06, 2011**

Addendum Issued: **TBD**

Expressions of Interest Opening Date: **November 03, 2011**

Estimated Date for Interviews: **Two weeks after opening date**

1.17 Mandatory Prebid Conference: N/A**1.18 Bond Requirements: N/A****1.19 Purchasing Affidavit:**

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

PART 2**OPERATING ENVIRONMENT**

2.1 Location: Agency is located at 2003 Quarrier Street, Charleston, WV.

2.2 Background: This Agency provides funding assistance to counties for the modification of existing courthouse facilities or the construction of new county courthouse facilities. The intent of this project is to obtain a firm to produce a needs assessment document that will target the 55 county courthouse buildings. The needs assessment will identify and prioritize immediate and long-term courthouse facility needs and to establish the potential costs associated with the upgrades.

PART 3**PROCUREMENT SPECIFICATIONS**

3.1 General Requirements: Firms shall be West Virginia licensed Architectural/Engineering (A/E) firms and must be familiar with, and have a successful track record of providing similar needs assessment services. Firms must be capable of providing a comprehensive team to focus on the evaluation of the CFIA's ten (10) priority categories. Members of the proposed team must have previous experience working on courthouses, courthouse annexes and other Justice facilities. Firms must have experience coordinating projects with the West Virginia State Historic Preservation Office. Firms must have previous experience renovating significant historic structures and complying with the United States Secretary of the Interior's Standards for Historic Preservation.

3.2 Project Description: The intent of this project is to obtain a firm to produce a needs

assessment document that will target the 55 county courthouse buildings. The needs assessment will identify and prioritize immediate and long-term courthouse facility needs and to establish the potential costs associated with the upgrades. The successful vendor to this EOI will conduct a Comprehensive Facility Assessment (CFA) that includes an evaluation of the current building and a space planning/utilization study to include the main courthouse building in each county and, when suggested by the vendor and within the scope of the project, could potentially include annexes. The intent of the evaluation is to assist the Agency and the county governments in understanding the current conditions of each courthouse.

The assessment will include a detailed report that suggests repairs, modifications, and/or maintenance issues that encompass the priority categories as determined by the Agency's Board of Directors and other areas as suggested by the selected vendor. Those ten categories currently include: Life Safety, Structural Improvements, Roofing, Electrical/Data, Exterior Improvements, Interior Improvements, Mechanical (HVAC/Plumbing), Doors and Windows, Accessibility, and New Construction / Space. The vendor should include within the assessment a priority list of suggestions for each county. The successful vendor should consider the business and service that is being conducted within the county courthouses when conducting the needs assessment.

The successful firm is encouraged to meet with local officials in each county prior to conducting the needs assessment to develop a cooperative working relationship. In addition, the successful firm must provide progress reports to the Board of Directors of the Agency during each board meeting.

The final assessment report should facilitate future grant requests from the counties to the Agency and assist each county in determining which facility needs they should focus on to maintain and improve their courthouses. The final assessment report will be submitted to the Agency's Board of Directors for approval. The successful vendor will be responsible for making any modifications to the report design as requested by the Board. The final report will be provided to the Agency in both paper and electronic formats. An initial draft of the report must be presented to the Agency 12 months after the signing of the contract with a final report expected 18 months following the signing of the initial contract.

3.3 Special Terms and Conditions:

3.3.1 Bid and Performance Bonds:

3.3.2 Insurance Requirements: \$1,000,000 General Liability per Occurrence
 \$2,000,000 Aggregate
 \$1,000,000 Automobile Liability
 \$1,000,000 Professional Liability

Workers Compensation Certificate upon award
West Virginia Statutory requirements including
West Virginia Code §23-4-2 (Mandolidis)

3.4 General Terms and Conditions:

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

3.4.1 Conflict of Interest:

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

3.4.2 Prohibition Against Gratuities:

Firm warrants that it has not employed any company or person other than a bona fide employee working solely for the firm or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

3.4.3 Certifications Related to Lobbying:

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

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

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

3.4.4 *Vendor Relationship:*

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

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

The Firm shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

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

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

3.4.5 *Indemnification:*

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

to observe State and Federal laws, including but not limited to labor and wage laws.

3.4.6 Contract Provisions:

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

3.4.7 Governing Law:

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

3.4.8 Compliance with Laws and Regulations:

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

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

3.4.9 Subcontracts/Joint Ventures:

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

3.4.10 Term of Contract:

This contract will be effective January 1, 2012 and shall extend until the scope of work is complete or for one (1) consecutive twelve (12) month period. The contract may be renewed upon mutual consent for two (2) consecutive years one (1) year periods or until such reasonable time as may be necessary to obtain a new contract or to complete work.

3.4.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the firm written notice of such non-allocation of funds as soon as possible after the Agency receives notice.

No penalty shall accrue to the Agency in the event this provision is exercised.

3.4.12 Contract Termination:

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

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

3.4.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by the State, the Agency and the firm. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office prior to the effective date of such amendment. **NO CHANGE SHALL BE IMPLEMENTED BY THE FIRM UNTIL THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

3.4.14 Invoices, Progress Payments, & Retainage:

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

If progress payments are permitted, firm is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the firm's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

3.4.15 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), firm agrees that liquidated damages shall be imposed at the rate of \$100 per workday, for failure to provide

deliverables at the agreed upon date identified in the final contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the firm.

3.4.16 Record Retention (Access & Confidentiality):

Firm shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the firm. The firm shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at firm's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

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

PART 4 EVALUATION & AWARD

4.1 Evaluation and Award Process:

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

"In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project. All such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three [§59-3-1et seq.] A committee comprised of three to five representatives of the agency initiating the request shall evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service. Interviews with each firm selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and

the proposed methods of approach to the assignment. The committee shall then rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached."

- b) The evaluation criteria and assigned point values are as follows:
1. Concept, or How the proposal demonstrates understanding of the concept
25 Points Possible
 2. Firm / Team Qualifications
25 Points Possible
 3. Project Organization
20 Points Possible
 4. Demonstrated Experience in Completing Projects of Similar Size and Scope
15 Points Possible
 5. Oral Interview
15 Points Possible

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

4.2.1 Concept

Provide a discussion of the facility needs assessment project, anticipated concepts and your firm's proposed methods of addressing the concerns and concepts as previously explained in the Background, General Requirements, and Project Description.

4.2.2 Firm / Team Qualifications

- a. Provide the name, address, phone number, e-mail address and signature of the firm's contact person responsible for the project and having full authority to execute a binding contract on behalf of the firm submitting the proposal.
- b. Provide the names, function and resume of individuals within the lead firm's organization who will be assigned to this project.
- c. The design team must have expertise in the area of architecture-engineering-historical design services. The design team must include individuals with expertise in the ten (10) areas of priority as defined by the Agency's Board of Directors and outlined previously in the Project Description. Members of the proposed firm's team must include a registered architect with the State of West Virginia, a structural engineer, an electrical engineer, an interior designer, an historian, and a person knowledgeable about the business / service offerings of a courthouse. Members of the team must have prior experience working on courthouses, courthouse annexes, and other justice facilities.
- d. Provide a statement of the firm's ability to handle the project in its entirety.
- e. Provide a statement of the firm's acceptance and full understanding that any and all work produced as a result of the contract will become property of the Agency and can be used or shared by the Agency as deemed appropriate.
- f. Provide evidence that the firm is current in their licensing and education requirements in conformance with all local, State, and Federal regulations applicable to courthouse facilities. These requirements shall include building and life safety code requirements and NFPA regulations.
- g. Provide a description of any litigation or arbitration proceedings, including vendor complaints filed with the State's Purchasing Division, relating to the firm's delivery of similar facility needs assessments, if applicable.

4.2.3 Project Organization

- a. Provide information on the personnel who will manage and persons proposed to be assigned to the project. Provide locations of firm's offices. Provide a project organization chart including key personnel and the proposed organization of the project team and describe any experience with previous facility assessment projects.
- b. Provide a statement or evidence of the firm or team's ability to provide services within the project time frame and a proposed project schedule outlining

the key phases.

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

- a. Provide a brief description of relevant projects demonstrating the firm's ability to execute projects similar to those described in this Expression of Interest. Provide descriptions of not more than ten projects performed in the last ten years. Projects of interest should include work performed within the State of West Virginia.
- b. Provide references for the last two clients for whom the firm has conducted projects of a similar size and type. Also provide references for the last three clients for whom the firm has conducted projects specifically with county governments. Include the name of the contact person along with the addresses, telephone numbers and short descriptions for the projects.

4.2.5 Oral Interview

Selected firms should be prepared to conduct an interview for approximately forty-five minutes at the office of the Agency – 2003 Quarrier Street in Charleston. The interview format will be a question-and-answer session, with time allowance to the firm for the first quarter hour to make a presentation of any type they deem suitable to demonstrate their abilities, knowledge of the subject matter and qualifications including projects of like or similar scope. Questions can be based on any aspect of the project or submitted proposals. Firms selected for interview should be prepared to bring whatever multimedia presentation tools, supplies or equipment they choose to use. Firms selected for interview should include contact person responsible for the project on their interview team.

RFQ No. CFA100611

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: UPRA Architecture

Authorized Signature: [Signature] Date: 11/11/11

State of West Virginia

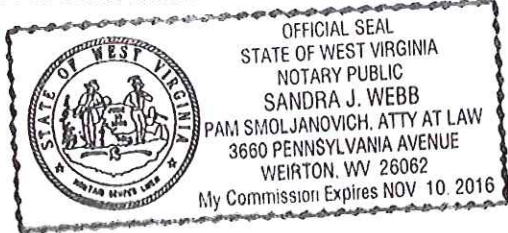
County of Hancock, to-wit:

Taken, subscribed, and sworn to before me this 11 day of November, 2011.

My Commission expires November 10, 2016

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



November 16, 2011
Frank Whittaker, Buyer 44
Purchasing Division, Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Re: CFA100611
Courthouse Facilities Improvement Authority
550 Eagan Street, Suite 208
Charleston, WV 25301

Mr. Whittaker:

LBRA Architecture is pleased to submit this response to the Department of Administration, General Services Division's request for Expressions of Interest for Architectural and Engineering Services related to providing a facility needs assessment for each of the 55 county courthouses.

Considering the work we've done already for Brooke and Hancock County Courthouses, I believe this would be a perfect fit for us. Working with county governments and assessing their needs is a specialty of ours.

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

As requested, enclosed are an original and three (5) copies.

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



Louis P. Bernardi, AIA
LBRA Architecture
Owner

Architects Qualification Statement

Overview

LBRA Architecture is committed to providing professional consulting services to Clients who appreciate appropriate design solutions, quality construction, and strict adherence to budget and schedule. Each project is carefully evaluated and a customized design solution, based upon the Client's needs, is developed. Although we rely on the latest technology¹, we understand its limitations if the fundamental client consultation and project analysis are not properly performed. By this method our clients can be assured that carefully prepared construction documents, accurate development of project programming, and construction administration by experienced building experts yield the most satisfactory results. This formula leads to highest level of quality professional architectural and engineering services for our clientele.

Concept

Having dealt with the county governments in Brooke and Hancock counties for several years now, we understand the concerns and the ever-present predicament of funding or lack thereof. Our appreciation of these circumstances has led to innovative, focused solutions to design issues. Although these counties are neighbors, there are subtle yet significant differences in their structure that must be understood to achieve a successful project. By so doing, a bond of trust is formed as well as an appreciation on the part of these officials and us.

We would replicate this formula for each project. Our first priority would be to understand on a fundamental level the particular circumstances of each county and each government. Along with a comprehensive evaluation and needs report (due diligence) of the building, we would seek input and advice from the commissioners and elected officials, county administrators, staff and building maintenance personnel. In this way, the stakeholders and long-term users of the facility are partners in the process. This also promotes the most efficient use of available funds.

Firm/Team Qualifications

Principal Architect

Louis P. Bernardi, AIA

Mr. Bernardi is the firm's principal and has recently worked with local city and county governments, remodeling and rehabilitating structures and portions thereof. Over the course of his career Mr. Bernardi has worked diligently to successfully coordinate the placement of millions of dollars of new construction and renovations, residential and commercial, on time and within specified budgets. He will head and coordinate all necessary teams.

Registration

West Virginia License Number: 3750

Washington, DC License Number: 5786

NCARB: 409133

Professional Affiliations

American Institute of Architects

National Trust for Historic Preservation

Construction Specifications Institute

National Council of Architectural Registration Boards (NCARB)

Additional team members may include:

Michael J. Pappas, RA

Mr. Pappas is an architect with extensive experience in public facility building types, new and existing, historic.

Barry Gold, mechanical designer

Mr. Gold has wide-ranging experience with many years of diverse projects in engineering design, construction and field administration.

James Doud, architectural drafter

Mr. Doud is a skilled drafter with hands-on experience particularly with field investigation of existing building structures.

Consultants

Civil Engineer:

Caleb S. Tabon, PE

PVE Sheffler, LLC

Waterfront Corporate Park II

2100 Georgetowne Drive

Sewickley, PA 15143

MEP

Craig Miller, PE

230 Scott Ave., Suite 3

Morgantown, WV 26508

724-966-5655

Landscape Architect:

W. Cleland (Landy) Dowler

127 Freeport Road

Pittsburgh, PA 15215

(412) 784-1877

Geotechnical Engineering

Michael G. Suchar, PE

ACA Engineering

40 Western Avenue

Pittsburgh, PA 15202

Structural Engineer:

David Brace, PE

Brace Engineering, Inc

3440 Babcock Blvd

Pittsburgh, PA

Related Professional Services

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

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

¹ Building Information Modeling (BIM) is available upon request

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

Hancock County Courthouse
New Cumberland, WV

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

Third Floor Remodeling - Administrative Offices

Hancock County Courthouse
New Cumberland, WV

This project was completed in 2005 and involved the complete remodeling of the administrative offices. The work was publicly bid, using Prevailing Wage and included demolition, general construction, mechanical, electrical, plumbing and tele-data.

Entrance to Courthouse

Hancock County Courthouse
New Cumberland, WV

We were hired by the Commission to design an entrance addition to the courthouse wherein guards could screen courthouse visitors. The work was publicly bid using Prevailing Wage, was bid, awarded and was started by the successful contractor. Then it was abandoned due a property related issue.

Brooke County Magistrate Court - Remodeling

600 Main Street
Wellsburg, WV 26067

This project involved the remodeling of the existing Brooke County Museum into a Magistrate Courtroom and offices for the Brooke County Commission. This is one of the oldest buildings in the historic city of Wellsburg. It was built in 1797 as an inn and pub. It's one of the most historic buildings in this historic city and on the National Register of Historic Places. The Commission canceled the project.

Brooke County Magistrate Court - Remodeling

Second and Third Floor, Progressive Bank Building
744 Charles Street
Wellsburg, WV 26070

This project is currently in the planning stage and replaces the remodeling of the Brooke County Museum building described above. This is a historically significant building and will require coordination and acceptance by WV State Historic Preservation Office

(WVSHPO) for any exterior modifications. It involves the construction of a new stair tower along with modifications to the office area of the existing third floor office area disrupted by the stair as well as the general remodeling of the second floor. This work will be publicly bid, using Prevailing Wage and will include demolition, general construction, mechanical, electrical, plumbing and tele-data.

3rd Floor Courtroom Remodeling

Brooke County Courthouse
Wellsburg, WV

This project is complete and involved the complete remodeling of the main courtroom of the county seat. The work including new finishes, ceilings, trim and repair and insulation on a historic room in a historic structure built over 150 years ago. The work was publicly bid, using Prevailing Wage and included demolition, general construction as well as mechanical, electrical, tele-data.

Sprinkler System for Greater Weirton Senior Citizen's Center

3425 Main Street
Weirton, WV 26062

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

Proposed Addition to Library

Mary H. Weir Public Library
3442 Main Street
Weirton, WV 26062

This project is a large addition to the library. It is in the fund raising and early planning stages. Preliminary layouts presented to the Board have tentatively been approved.

Addition to Office Building

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

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

Cove Events Center

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

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

Brooke County Animal Shelter

Mac Barnes Drive
Beech Bottom, WV

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

Modifications to America's Best Value

8858 University Boulevard
Coraopolis, PA 15108

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

Household Storage Building for Starck Van Lines, Inc.

12 Starck Drive
Burgettstown, PA 15021

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

"Back To The Grind" Coffee Shop

430 Market Street
Steubenville, OH 43952

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

Scaffidi's Pasta

Steubenville, OH

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

Photo Studio

Private Owner
Weirton, WV

3356 Pennsylvania Avenue ■ Weirton, WV 26062
304-723-5870 ■ lou@lbra-arch.com

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

Long Term Care Pharmacy

Weirton Medical Center

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

Jane Street Apartments

Southside, Pittsburgh, PA

This project involves the renovation of an existing warehouse building into 18 apartments, office and retail. The building is somewhat historically significant, being built around the turn of the 19th century. The project is privately funded and is in the planning and approval stage.

Accessibility Improvements to City Sidewalks

City of New Cumberland, WV

This project involves modifications to deteriorated and inaccessible sidewalks on the south side of the city making them safer and more useable by local residents. The project is in the planning stage with documents available in early March of 2012. This work will be publicly bid, using Prevailing Wage and will include demolition, general construction and some utility work.

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

REFERENCES

Richard Blackwell, Mayor
City of New Cumberland
102 N. Court Street
New Cumberland, WV 26047
304-564-3383

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

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

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

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

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

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

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

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

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

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

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

Additional references are available upon the request.