



**SEALED BID: Miller Engineering, Inc.**

**BUYER: Laura E. Hooper**

**SOLICITATION NO.: CEOI 0211 GSD1600000005**

**BID OPENING DATE: 11/12/2015**

**BID OPENING TIME: 1:30 P.M.**

**FAX NUMBER: (304) 291-2246**

11/10/15 09:30:24  
W Purchasing Division

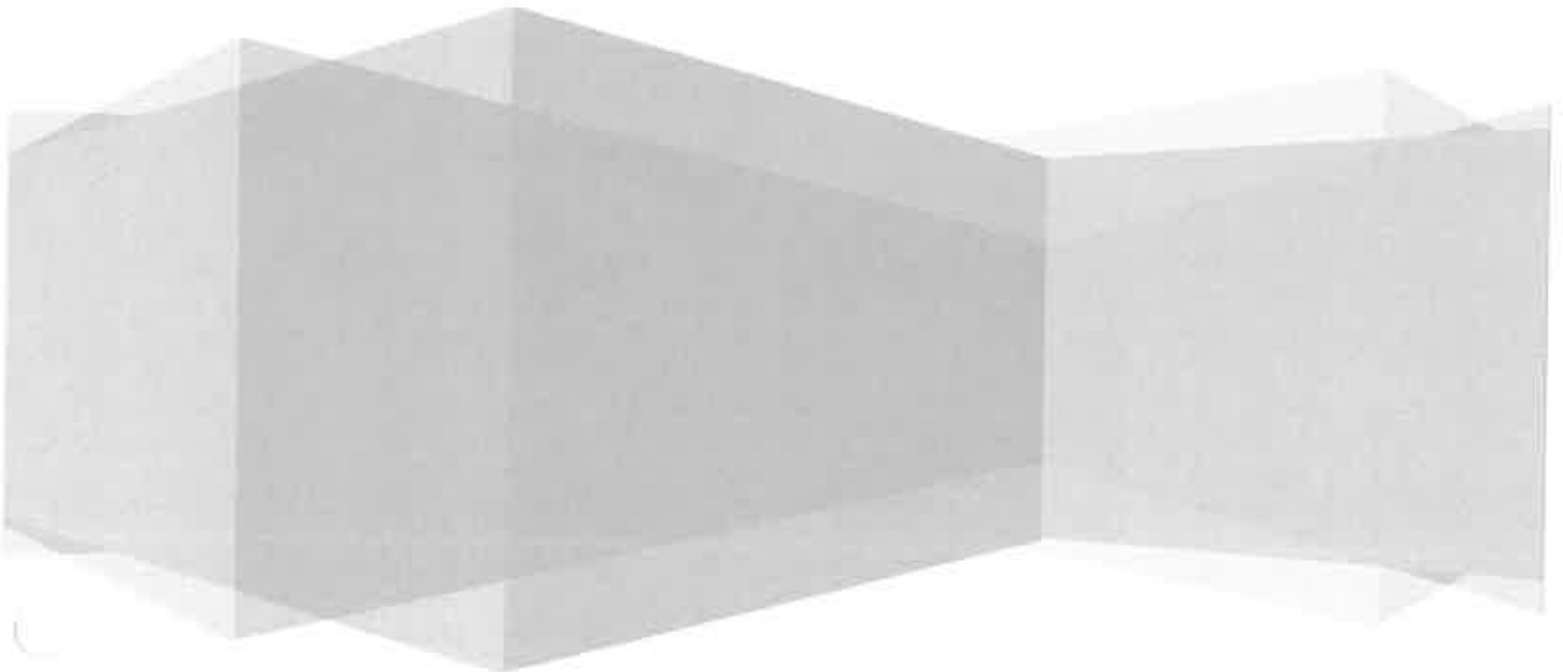


# **Response to Expression of Interest**

**Building 36**

**HVAC Renovations**

**CEOI 0211 GSD1600000005**



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## The Miller Engineering Difference



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

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

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

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

Best regards,



Craig Miller  
President/Owner  
Miller Engineering, Inc.

## Miller Engineering, Inc. Firm Profile

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

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

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

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

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

### Additional Benefits

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

## Engineering Design and Consultation

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

### Aquatic Facility Design

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

### Construction Administration

Maintenance/Facility Improvement Plans  
 Contract Administration  
 Code Observation

### Communication System

Intercomm & Public Address  
 Voice/Data/CATV  
 Urgent Response

### Energy

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

### Facility Utilization

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

### Life Safety Inspection/Design

Fire Protection & Alarm Systems  
 Access Control  
 Fire & Electrical Investigation

### Industry Experience

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

## Staff – Qualifications and Experience



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

Craig founded Miller Engineering in 2003, and serves as President and Principal Engineer. He has more than 20 years experience in design, specification, operations and project management. During his employment with WVU, Craig was directly involved with approximately \$130 million in new capital construction. His experience with a wide range of projects including HVAC, electrical, plumbing, infrastructure upgrades, building automation, energy efficiency and maintenance/renovation, among others, allows him to serve in multiple capacities within a given project. Craig will serve as the “Relationship Manager” for Miller Engineering as the main design and communication interface between the Owner, design team, contractors and end users.

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

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

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

- *Building 25 – HVAC Piping Upgrade*
- *Pipestem State Park – HVAC Piping Upgrade*
- *Bobtown Elementary School – HVAC Upgrade*
- *Suncrest Middle School Gym – HVAC Piping Upgrade*
- *Mapletown Junior/Senior High School – HVAC Upgrade*
- *North Elementary School – Boiler Replacement*

#### **Professional History**

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

#### **Education**

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

#### **Licenses and Certifications**

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

## Staff – Qualifications and Experience



### **Travis Taylor, PE**

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

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

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

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

- *Building25 – HVAC Piping Upgrade*
- *Pipestem State Park – HVAC Piping Upgrade*
- *Bobtown Elementary School – HVAC Upgrade*
- *Suncrest Middle School Gym – HVAC Piping Upgrade*
- *North Elementary School – Boiler Replacement*

#### **Professional History**

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

#### **Education**

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

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

## Staff – Qualifications and Experience



### **Robert Angus**

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

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

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

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

- *Building 25 – HVAC Piping Upgrade*
- *Pipestem State Park – HVAC Piping Upgrade*
- *Bobtown Elementary School – HVAC Upgrade*
- *Suncrest Middle School Gym – HVAC Piping Upgrade*
- *North Elementary School – Boiler Replacement*

#### **Professional History**

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

#### **Education**

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

#### **Licenses and Certifications**

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



## Staff – Qualifications and Experience



### **Jack Jamison**

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

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

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

#### **Professional History**

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

#### **Education**

1971 Fairmont State College, BS-Engineering Technology-Electronics

#### **Licenses and Certifications**

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



### **Joseph Machnik**

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

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

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

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

- *Building 25 – HVAC Piping Upgrade*
- *Mapletown Junior/Senior High School – HVAC Upgrade*

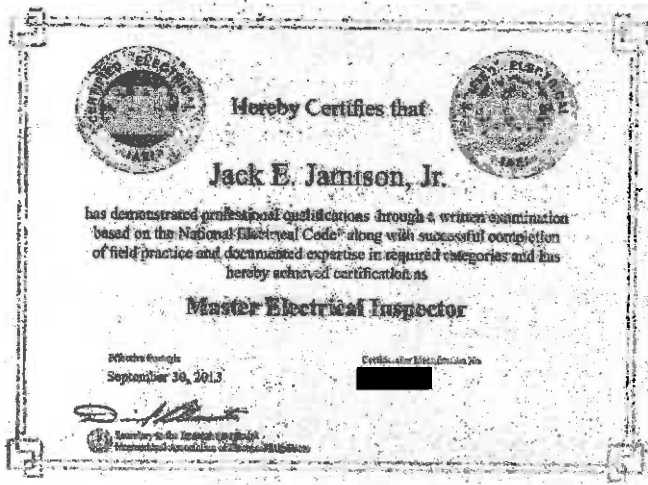
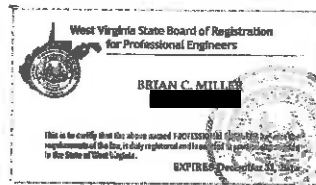
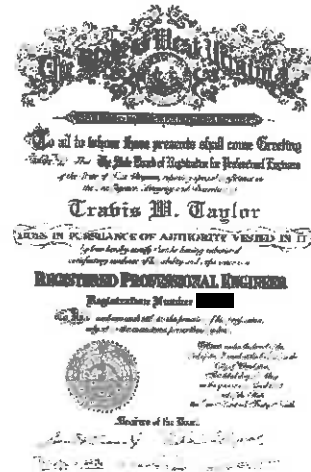
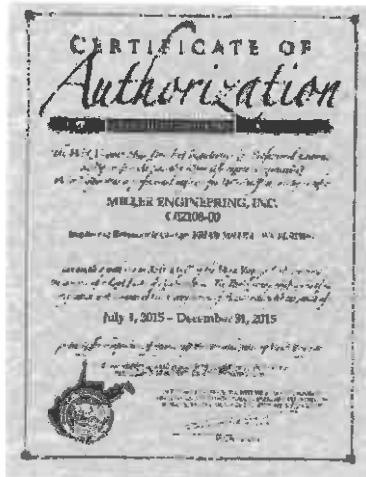
#### **Professional History**

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

- 2008 Penn State – Fayette, AS - Building Engineering Systems Technology: *Building Environmental Systems Technology*
- 2007 Penn State – Fayette, AS - Building Engineering Systems Technology: *Architectural Engineering Technology*

# Staff – Proposed Staffing Plan



**Descriptions of Past Projects Completed**

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

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

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

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

**Project Construction Representative** *Robert Angus*

**Master Code Official** *Jack Jamison*

**Lead Designer** *Joseph Machnik*

## Descriptions of Past Projects Completed – HVAC Upgrade

### West Virginia State Building 25

Parkersburg, WV

#### Services Provided:

- Mechanical Piping
- Electric
- Construction Administration

**Estimated Budget: \$843k**

**Facility Area: 58,500 ft<sup>2</sup>**

**Owner: State of West Virginia –  
General Services Division**



original boilers;  
system  
converted from  
water to  
propylene glycol  
to correct  
manganese  
issues

The PVC piping system at Building 25 had a history of leaking, along with smaller piping sagging over time and breaking, prompting the owner to replace the entire system. The building was a logistic challenge to design due to offset multi-level mezzanines, resulting in low deck-to-deck heights in the lower levels. A new, rolled-groove piping system was installed, including a new cooling tower and supporting structure, and connected to the original boilers. To eliminate the problems associated with manganese, which forms solids and clogs piping, the system was converted from water to propylene glycol with the flow rates adjusted to accommodate the change.

MEI designed a phased approach to accomplish the piping, which was adjusted in consultation with the owner and contractor during construction to minimize the impact on the building occupants, who remained in the building during the entire construction period. MEI worked on an almost daily basis with the contractor to accomplish the re-piping of the building, providing support and real-time answers to questions and to work around challenges.

**Project Contact:**  
*David Parsons, Operations and  
Maintenance Manager  
State Capitol, Room E-119  
(304) 957-7122*

## **Dominion Post – Greer Building**

**Morgantown, WV**

### **Services Provided:**

- **Field Study**
- **HVAC Upgrade**
- **Electrical**
- **Construction Administration**

**Estimated Budget: \$1.8M**

**Facility Area: 18,000 ft<sup>2</sup>**

**Owner: Greer Industries, Inc.**



During a field study, Miller Engineering learned of HVAC system disintegration, interconnection of air systems between two levels of the building and the need for the facility to maintain occupancy during the renovation process. The goal of the project was to be a phased approach that integrated, updated and stabilized temperatures throughout the current floor plan, building levels and pending office reconfigurations. The main air handling systems, piping and ductwork were replaced and reconfigured as a necessity to serve the building's multiple levels and floor plan. The project was a success as a newly designed system was implemented into the existing floor plan and designed as scalable for future needs of the building's owner. Temperature control issues were resolved and the residents of the building could enjoy a more hospitable, consistent working environment.

## Descriptions of Past Projects Completed – HVAC Upgrade



Project Contact:  
*Chris Halterman, Director of Operations*  
*Greer Industries, Inc.*  
Phone: (304) 376-2642

### Mapletown Junior/Senior High School

Mapletown, PA

#### Services Provided:

- HVAC Design and Renovation
- Energy Savings of \$50,000 in the First Year

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

## Descriptions of Past Projects Completed – HVAC Upgrade



Project Contact:  
*Patrick R. Sweeney, Business Manager*  
*Southeastern Greene School District*  
*(724) 943-3630 ext. 2243*

### **Pipestem McKeever Lodge** Pipestem, WV

#### **Services Provided:**

- HVAC
- Plumbing
- Electrical
- Accommodation of Existing

**14** Systems

The original HVAC piping at McKeever Lodge had exceeded its lifespan and had been suffering from corrosion leading to multiple leaks, including one causing an electrical service outage. Miller Engineering was hired to investigate the existing piping, discovering all of the piping required replacement. As this lodge is regularly occupied for larger conferences, the project had to be phased to minimize the amount of guest rooms taken out of service at one time. MEI also designed provisions to interconnect the lodge's two separate boiler/chiller plants so one plant could operate the entire lodge at a partial capacity while the other plant was replaced and re-piped. This interconnect also allows the lodge to operate in the event of a boiler or chiller outage. Power was provided to new equipment, and motor control centers were added to control the building loop pumps. A new building controls system was installed to allow the plants to run at optimum efficiency while meeting the lodges heating and cooling needs.

**| CEOI 0211 GSD160000005 | Building 36 HVAC Renovations**

**Estimated Budget: \$1.7M**  
**Facility Area: 63,000 ft<sup>2</sup>**

**Project Contact:**  
*Carolyn Mansberger, Project Manager*  
*State Parks Section*  
*(304) 558-2764*



## Similar Projects Budget Delivery History

Project Name	Project Type	Budget	Cost	Notes
Bluestone State Park	Pool Replacement	\$1,000,000	\$935,600	On budget
West Virginia State Building 25	HVAC Piping Renovation	\$650,000	\$533,400	On budget
Canaan Valley Resort	Emergency Electrical Repairs	\$225,000	\$129,829	On budget
Holly Grove Manor	Renovation	\$885,000	N/A	On hold
Mapletown Jr/Sr High School	HVAC Renovation	\$1,050,000	\$1,105,900	5.19% over budget
Pipestem – McKeever Lodge	HVAC Piping Replacement	\$1,600,000	\$1,776,000	10.43% over budget
Tygart Lake State Park	Beach and Bathhouse	\$750,000	\$695,000	On budget



**= Delivered on budget/on time**

## Similar Projects Deadline Delivery History

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

## Client References

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

"I chose Miller Engineering because they are not a purely design-based firm. They have real world construction experience and the work ethic to ensure that the project is completed on time, on budget. I have confidence that my agency's interest is well served in design and in construction contract administration. I cannot say that about every firm I have worked with."

—Bradley S. Leslie, PE

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

—Richard J. Briggs

<p><b>Brad Leslie, PE</b>  <i>Assistant Chief            WV Division of Natural Resources            State Parks Section            324 4<sup>th</sup> Avenue            South Charleston, WV 25303            (304) 558-2764 ext. 51823  <a href="mailto:Bradley.S.Leslie@wv.gov">Bradley.S.Leslie@wv.gov</a></i></p>	<p><b>Kerri J. Wade, MSW</b>  <i>Extension Agent - Kanawha County            West Virginia University            4700 MacCorkle Avenue, SE            Suite 101            Charleston, WV 25304            304.720.9573  <a href="mailto:Kerri.Wade@mail.wvu.edu">Kerri.Wade@mail.wvu.edu</a></i></p>	<p><b>Christopher T. Halterman</b>  <i>Director of Operations            The Dominion Post            1201 Earl Core Rd.            Morgantown, WV 26505            (304) 291-9479  <a href="mailto:chalterman@dominionpost.com">chalterman@dominionpost.com</a></i></p>
<p><b>Pat Sweeney</b>  <i>Business Manager            Southeastern Greene School District            1000 Mapletown Rd.            Greensboro PA 15338            (724) 943-3052  <a href="mailto:Sweeney.pat@segasd.org">Sweeney.pat@segasd.org</a></i></p>	<p><b>Mike Trantham</b>  <i>Program Administrator Senior            WVU Environmental Health &amp; Safety            P.O. Box 6551            975 Rawley Avenue            Morgantown, WV 26506            (304) 293-5785  <a href="mailto:Mike.Trantham@mail.wvu.edu">Mike.Trantham@mail.wvu.edu</a></i></p>	<p><b>Richard J. Briggs</b>  <i>Vice President            Lutz Briggs Schultz &amp; Associates Inc.            239 Country Club Drive            Ellwood City, PA 16117-5007            (724) 758-5455  <a href="mailto:lbsa@zoominternet.net">lbsa@zoominternet.net</a></i></p>

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

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

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



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

State of West Virginia  
 Centralized Expression of Interest

Proc Folder: 141136

Doc Description: Addendum 2 EOI A/E Services for HVAC Renovations of Bldg 36

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-28	2015-11-12 13:30:00	CEOI 0211 GSD1600000005	3

BID RECEIVING LOCATION

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


VENDOR

Vendor Name, Address and Telephone Number:

*Miller Engineering, Inc.  
 240 Scott Ave. Ste. 1, Morgantown, WV 26508  
 304-291-2234*

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper  
 (304) 558-0468  
 laura.e.hooper@wv.gov

Signature X  FEIN # *861081386* DATE *9/16/15*

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

**ADDITIONAL INFORMATION:**

Addendum # 2

To distribute the vendor questions and agency responses.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 1900 KANAWHA BLVD E, BLDG 1, RM MB-68 CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 36 ONE DAVIS SQUARE CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue
1	EOI A/E Services for HVAC Renovations of Building 36		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description :**

EOI A/E Services for HVAC Renovations of Building 36

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting 10:00AM	2015-09-28
2	Non-Mandatory Walk-Through 10:00AM	2015-10-15
3	Question Submission Deadline 5:00PM	2015-10-22

<b>GSD1600000005</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 2 EOI A/E Services for HVAC Renovations of Bldg 36	<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

**CERTIFICATION AND SIGNATURE PAGE**

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

Miller Engineering, Inc.  
(Company)

~~B. G. Miller~~ B. G. Miller, P. Eng.  
(Authorized Signature) (Representative Name, Title)

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

9 Nov 15

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 § 23-20-2, 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 §31-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Miller Engineering, Inc.

Authorized Signature: [Signature] Date: 9 Nov 15

State of WV

County of Monongalia, to-wit:

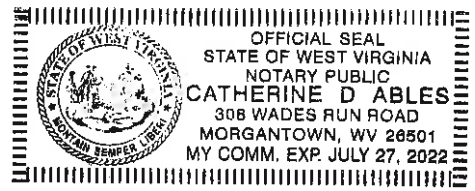
Taken, subscribed, and sworn to before me this 9<sup>th</sup> day of November, 2015

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

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Catherine D. Ables

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





**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: GSD1600000005**

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

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

Miller Engineering, Inc.  
Company  
  
Authorized Signature  
9/10/15  
Date

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

**SOLICITATION NUMBER: GSD1600000005**

**Addendum Number: 1**

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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:**

- To distribute the pre-bid sign-in sheet
- To notify vendors of non-mandatory walk-through on Thursday, 10/15/2015 at 10:00AM  
Lobby of Building 36  
One Davis Square  
321 Capitol Street,  
Charleston, WV 25301
- To postpone question submission deadline 10/22/2015 5:00PM
- To postpone bid opening date to 11/12/2015 1:30PM

No further 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

SIGN IN SHEET

Request for Proposal No. CEOI GSD16\*05 PLEASE PRINT

Date: 09/28/2015

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>McKINLEY &amp; ASSOCIATES</u> Rep: <u>THOM WORLEDGE</u> Email Address: <u>TWORLEDGE@MCKINLEYASSOC.COM</u>	<u>116 SMITH ST. SUITE 406</u> <u>CHARLESTON, WV 25314</u>	PHONE <u>(304) 340-9267</u> TOLL FREE FAX <u>(304) 340-4269</u>
Company: <u>ZMM, INC.</u> Rep: <u>SAMUEL BUTZER</u> Email Address: <u>SB@Zmm.com</u>	<u>222 Lee St. West</u> <u>Charlesba, WV 25302</u>	PHONE <u>304-342-0159</u> TOLL FREE FAX
Company: <u>Miller Engineering Inc</u> Rep: <u>Candy Miller</u> Email Address: <u>cmiller@millereng.net</u>	<u>2210 Scotty Ave Ste. 3</u> <u>Stargardt, WV 26513</u>	PHONE <u>304 291 2234 ext 2</u> TOLL FREE FAX
Company: <u>MSES Architects</u> Rep: <u>David L. Skeen, PE</u> Email Address: <u>dskeen@msesinc.com</u>	<u>1000 Green River Drive</u> <u>Suite 200</u> <u>Fairmont, WV 26554</u>	PHONE <u>304-366-9700</u> TOLL FREE FAX <u>304-523-2555</u>
Company: <u>CTL Engineering</u> Rep: <u>Bob Urban</u> Email Address: <u>BUrban@ctlengineering.com</u>	<u>1555 COLUMBIAN HEIGHTS RD</u> <u>SUITE 4200 MONROE PA</u> <u>15108</u>	PHONE <u>412-262-1220</u> TOLL FREE FAX <u>412-262-3972</u>

**SIGN IN SHEET**

Request for Proposal No. CEOI GSD16\*05 PLEASE PRINT

Date 09/28/2015

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>ZDS DESIGN/CONSULTING SERVICES</u> Rep: <u>JIM WATTERS</u> Email Address: <u>JIM.WATTERS@ZDSDESIGN.COM</u>	<u>281 SHILEY DRIVE</u> <u>ST ALBANS, WV 25177</u>	PHONE <u>304-755-0075</u> TOLL FREE FAX <u>304-755-0076</u>
Company: <u>CMA ENGINEERING</u> Rep: <u>LARRY WEENE</u> Email Address: <u>lweene@cmaew.com</u>	<u>824 CROSS LANE DR</u> <u>CHARLESTON, WV 25313</u>	PHONE <u>304-343-0016</u> TOLL FREE FAX <u>304-343-0142</u>
Company: <u>CSO</u> Rep: <u>Tony Watson</u> Email Address: _____	_____ _____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE TOLL FREE FAX

**SOLICITATION NUMBER: GSD1600000005**

**Addendum Number: 2**

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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:**

To distribute the vendor questions and agency responses.

**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



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
State Capitol  
Charleston, West Virginia 25305

Jason Pizatella  
Acting Cabinet Secretary

Gregory L. Melton  
Director

**MEMORANDUM**

**TO:** Laura Hooper, Senior Buyer, WV Purchasing Division  
**FROM:** Tony Walizer, Procurement Officer  
**DATE:** October 27, 2015  
**REF:** CEOI GSD16\*05 Building 36 HVAC Renovations

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**Questions & Answers**

1. Refer to Section 4.3, "Design Services shall be completed and submitted within 90 days of the receipt of issuance of a Notice to Proceed" and General Terms and Conditions, item #3 "Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 90 days." a. Is the 90 day period intended for design services only and, if so, will the State be providing in-house services for the Bidding and Construction Administration periods?

Answer: Yes, this is for design services only. This EDI is for submission of qualifications, terms and conditions of the contract will be worked out with the selected consultant.

b. If the intent for the Project is for the design professional to provide services through completion of the HVAC renovations will the Contract period be adjusted accordingly?

Answer: Yes, terms and conditions of the contract will be worked out with the selected consultant.

c. Since the length of time for Agency and Purchasing approvals is outside the control of the design professional will the Contract period be extended as necessary?

Answer: Notice to proceed will be issued to the selected consultant, the period for the design will be 90 days after the Notice to Proceed. Any change in design scope may necessitate a change order during contract period.

d. The Contract period can also be impacted due to variations in the length of time involved in the bidding and award.



Answer: Time involved in bidding and award should be included in the contract period of the selected consultant during construction.

**e. The construction phasing on this project with the building intended to be occupied will increase the construction time needed.**

Answer: Correct, this EDI is for submission of qualifications.

**2. Has a budget been established for the Project or will the needs and associated costs be used to establish the budget?**

Answer: The project estimate will be used to establish the budget.

**3. Are there existing drawings (architectural and HVAC) in cad that are available?**

Answer: No, existing drawings in cad are not available.

**EXPRESSION OF INTEREST**  
**GSD1600000002**  
**HVAC Renovations for Building 36**

**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 General Services Division ("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 architectural engineering (A/E) services ("Project") to design the HVAC renovation of GSD Building 36. This EOI is to include schematic design, design development, construction documents and construction administration services in coordination with the Owner's representative. The design will provide an HVAC design modernization package complete with all drawings and specifications. Modifications are to be compliant with ASHRAE, NFPA, NEC and all other State or Federal regulations as required. The Agency wishes to bring the HVAC systems up to compliance with the existing loads and specific to the existing partition layout.

**EXPRESSION OF INTEREST**  
**GSD160000002**  
**HVAC Renovations for Building 36**

**3. SCHEDULE OF EVENTS:**

Release of the EOL.....	9/16/2015
Mandatory Pre-Bid Meeting.....	9/28/2015
Firm's Written Questions Submission Deadline. ....	10/08/2015
Addendum Issued .....	TBD
Expressions of Interest Opening Date.....	10/20/2015
Estimated Date for Interviews (wk of ?).....	TBD

**EXPRESSION OF INTEREST  
GSD1600000002  
HVAC Renovations for Building 36**

**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:

9/28/2015 10:00AM  
West Virginia Department of Administration / General Services Division  
1900 Kanawha Blvd., East  
Building 1 - MB-60  
Charleston, WV 25305

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

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

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

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

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

**Question Submission Deadline: 10/8/2015 5:00PM**

Submit Questions to: Laura Hooper, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Laura.E.Hooper@wv.gov](mailto:Laura.E.Hooper@wv.gov)

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

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

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus *n/a* convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: 10/20/2015 1:30PM  
Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the



same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

**EXPRESSION OF INTEREST**  
**GSD1600000002**  
**HVAC Renovations for Building 36**

**SECTION THREE: PROJECT SPECIFICATIONS**

1. **Location:** Agency is located at 321 Capitol Street, Charleston, WV and the Project will be completed at the West Virginia State DHHR Building, GSD Building #36, One Davis Square, Charleston, WV 25301.
2. **Background:** The design will provide an HVAC design modernization package complete with all drawings and specifications. Modifications are to be compliant with ASHRAE, NFPA, NEC and all other State or Federal regulations as required. The Agency wishes to bring the HVAC systems up to compliance with the existing loads specific to the existing partition layout.
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 To provide design services for bid documents to complete the design of an HVAC modernization package complete with all drawings and specifications. Modifications are to be compliant with ASHRAE, NFPA, NEC and all other State or Federal regulations as required. The Agency wishes to bring the HVAC systems up to compliance with the existing loads specific to the existing partition layout. Firm shall be capable of providing construction phase services in coordination with Agency personnel. Firms must be WV licensed Architectural or Engineering (A/E) firms and must be familiar with, and have a successful track record of providing all required services. The firm should have a minimum of five (5) years experience in designing similar projects.

**EXPRESSION OF INTEREST**  
**GSD1600000002**  
**HVAC Renovations for Building 36**

- 4.2 The purpose of this project is to provide Architectural/Engineering Services to design an HVAC system appropriate to the loads and existing partitioning in GSD Building 36, One Davis Square locate on Capitol and Washington Streets in Charleston, West Virginia. In addition to producing schematic and preliminary design and construction (bidding) documents, the successful A/E will be responsible for coordinating a construction phasing schedule which will allow the DHHR (the Tenant) occupation and use of the structure. The documentation will be provided to the Owner in both paper and electronic formats with drawing files provided in AutoCAD format.
- 4.3 All project drawings must be in sets of three (3) paper and one (1) in AutoCAD format to allow future changes to the drawings. All drawings and electronic versions will be given to the GSD Architecture / Engineering Section Manager or their designee. The State shall retain copyright control over the final documents and may reuse documents for State facilities management purposes.

**Design Services shall be completed and submitted within 90 days of the receipt of issuance of a Notice to Proceed.**

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

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

Selected firms should be prepared to conduct an approximately forty-five (45) minute interview question-and-answer session, with allowance to the firm for the first half of the interview to make a presentation of any type they deem suitable to demonstrate their abilities, knowledge of the subject matter and qualifications. Questions can be based on any aspect of the project or submitted proposals.

# EXPRESSION OF INTEREST

GSD1600000002

## HVAC Renovations for Building 36

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

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

**EXPRESSION OF INTEREST**  
**GSD1600000002**  
**HVAC Renovations for Building 36**

- 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:

- Concept; or how the proposal demonstrates understanding of the concept; (15) Points Possible
  - Firm / Team Qualifications (20) Points Possible
  - Project Organization (20) Points Possible
  - Demonstrated Experience in Completing projects of a Similar Size and Scope; (25) Points Possible
  - Oral Interview (20) Points Possible
- Total            100**

**EXPRESSION OF INTEREST  
GSD1600000002  
HVAC Renovations for Building 36**

**SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ 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 90 days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.



4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
  - Commercial General Liability Insurance:** In the amount of \$1,000,000.00 or more.
  - Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.
    - \$2,000,000.00 Aggregate
    - \$1,000,000.00 Automobile Liability
    - \$1,000,000.00 Professional Liability
    - WV Statutory Requirement - WV Code 23-4-2 (mandolidis) coverage.
    -

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

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

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

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

for \_\_\_\_\_

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 29. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents

to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States

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

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

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

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

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

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

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.



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

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

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

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**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.