

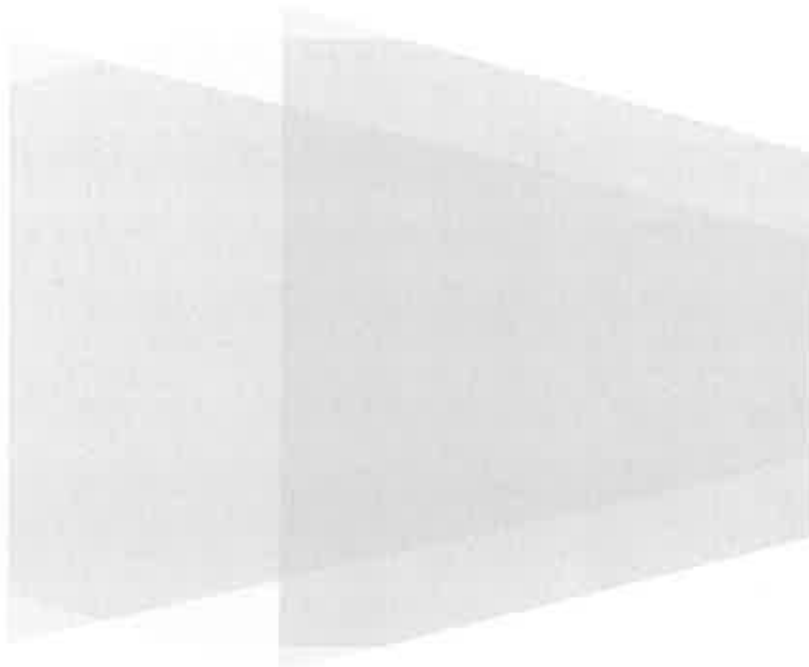


# Response to Expression of Interest

**Building 22**

Server and Check Scanner Rooms - HVAC Renovations

CEOI 0211 GSD1700000002



12/16/16 14:38:39  
WU Purchasing Division

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## The Miller Engineering Difference



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

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

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

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

Best regards,

Craig Miller  
President/Owner  
Miller Engineering, Inc.

## Miller Engineering, Inc. Firm Profile

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

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

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

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

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

### Additional Benefits

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

## Engineering Design and Consultation

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

### Aquatic Facility Design

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

### Construction Administration

Maintenance/Facility Improvement Plans  
Contract Administration  
Code Observation

### Communication System

Intercomm & Public Address  
Voice/Data/CATV  
Urgent Response

### Energy

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

### Facility Utilization

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

### Life Safety Inspection/Design

Fire Protection & Alarm Systems  
Access Control  
Fire & Electrical Investigation

### Industry Experience

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

## Staff – Qualifications and Experience



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

Craig founded Miller Engineering in 2003, and serves as President and Principal Engineer. He has more than 20 years experience in design, specification, operations and project management. During his employment with WVU, Craig was directly involved with approximately \$130 million in new capital construction. His experience with a wide range of projects including HVAC, electrical, plumbing, infrastructure upgrades, building automation, energy efficiency and maintenance/renovation, among others, allows him to serve in multiple capacities within a given project. Craig will serve as the “Relationship Manager” for Miller Engineering as the main design and communication interface between the Owner, 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*
- *Building 36 -- HVAC Renovation*
- *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*

#### **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**

- *Building 25 – HVAC Piping Upgrade*
- *Building 36 – HVAC Renovation*
- *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*
- *Building 36 – HVAC Renovation*

**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*
- *Building 36 – HVAC Renovation*

#### **Professional History**

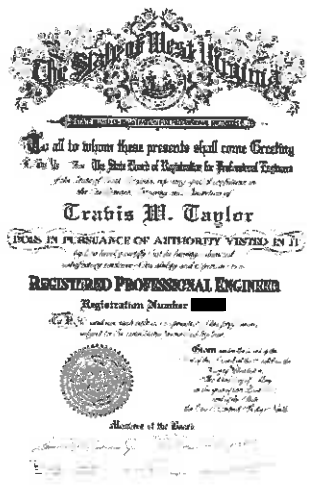
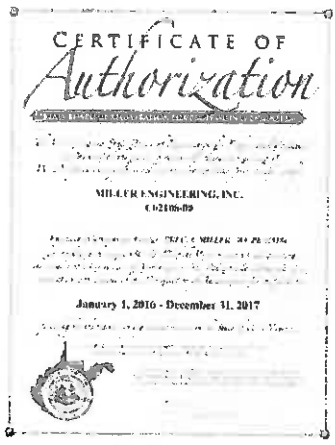
2010 – Present	Miller Engineering, Inc.	MEP Designer
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#### **Education**

- 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 – Certifications and Degrees Applicable to this Project**



**Staff – Proposed Staffing Plan**

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

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

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

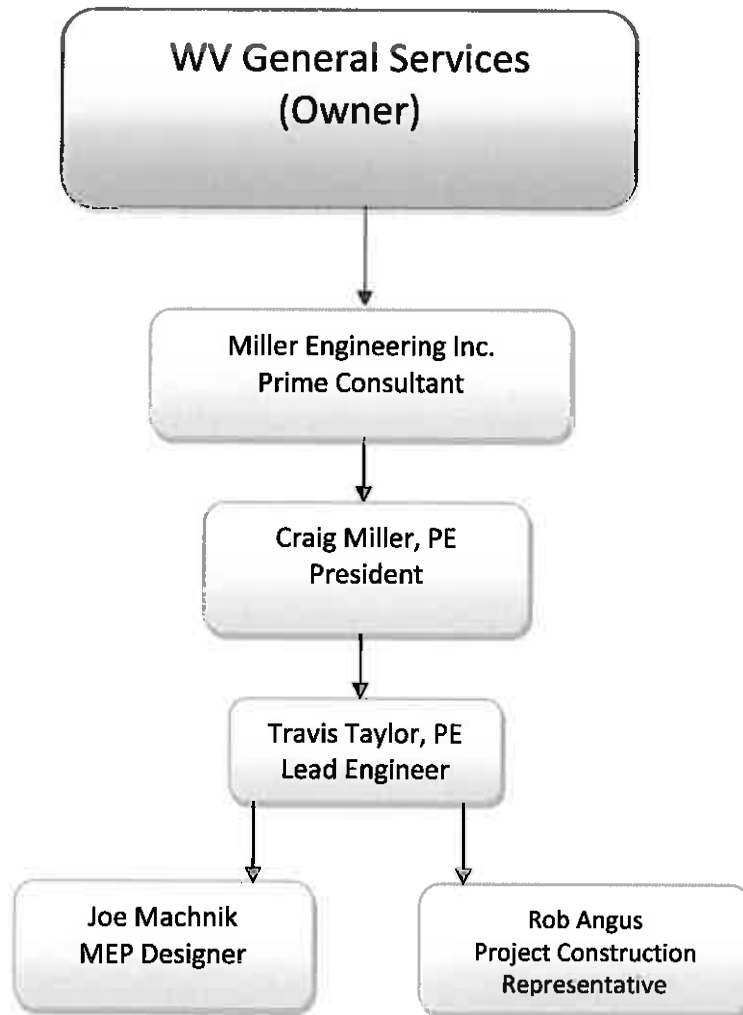
**Lead MEP Engineer** *Travis Taylor, PE*

**Project Construction Representative** *Robert Angus*

**Master Code Official** *Jack Jamison*

**Lead Designer** *Joseph Machnik*

# Organization Chart – Design



## **Project Methodology and Approach**

- **Potential Issues & Resolution**

Miller Engineering will meet with the Owner's key personnel to determine the priorities and goals of the project. A design standard of MEI is to involve the Owner throughout the design process. The WVGSD will be informed of the pros and cons of any design decision (both in performance and cost), so the Owner can make informed decisions. In reviewing the Proposed MEP Scope of Work, there are a few issues that may need to be addressed. The most pressing issue would be construction phasing and schedule. MEI will work with the WVGSD to determine a reasonable time line for contractors to perform the work outlined in the scope of work. Certain construction activities may need to be performed after hours, or be performed in phases to limit interruptions. Construction costs are always a concern, and MEI has procedures in place to help keep the design within budget. MEI will prepare a construction budget and review with the WVGSD. The Owner will be informed of any design decisions or changes which may affect construction costs. The budget will be regularly reviewed and updated as design progresses.

- **Design Quality Control**

At the beginning of each project, MEI prepares a list of potential design issues and topics of discussion. As design progresses and these items are resolved, they are tracked to help ensure more complete project documents. Items will be added to the list and marked off as they arise and are handled. MEI believes in having design meetings, both formal and informal, with the Owner, local Code Officials, and operations staff. With several staff members having existing construction and maintenance backgrounds prior to joining Miller Engineering, it is a company standard to strive to make projects both constructible and maintainable.

- **Tracking & Managing the Project**

MEI is one of the few MEP firms in the area to utilize a full time Project Construction Representative to handle construction administration (CA). The Project Construction Representative's responsibilities includes managing the review of submittals, Requests for Information (RFIs), Applications for Payment (Pay Apps), and any Requests for Change Orders (RFCOs). MEI understands that any delays in receiving information results in delays and construction, affecting costs and quality. RFIs, RFCOs, and submittals take priorities and are typically answered in one business day. Several site visits, formal and informal, are taken to verify Pay Apps and ensure construction stays on schedule. MEI believes in creating a progress punch list and updating it as construction continues. This allows the contractors to know of issues which may be handled quicker and easier if addressed early.

- **Performance of Goals and Objectives**

The key to meeting client's goals and objectives is communication and documentation during the construction administration process. Our change order status is under the industry average and client's have praised Miller Engineering for our ability to respond. We can apply this same capacity to this project to keep construction costs and schedules from deviating from expectations. This is accomplished by a "boots on the ground" mentality during construction in which any concern brought up in the field is given priority, as delays can increase the schedule and lead to change orders.

# **Preliminary Proposed Project Timeline**

## **Building 22 Server and Check Scanner Rooms HVAC Renovations**

**Receipt of Authorization to Proceed**

**Investigation/ Documentation – 6 weeks**

**Schematic Design – 4 weeks**

**Owner Review – 2 weeks**

**Construction Documents – 6 weeks**

**Bidding and Award of Construction Contract – 8 weeks**

**Construction – 20 weeks**

**Closeout and Training, O&M's – 4 weeks**

## Descriptions of Past Projects Completed

Project Name	Building 25	Dominion Post – Greer Building	Building 36	Pipestem – McKeever Lodge
<b>Location</b>	Parkersburg, WV	Morgantown, WV	Charleston, WV	Pipestem, WV
<b>Manager Name and Contact Info</b>	David Parsons (304) 957-7122	Chris Halterman (304) 376-2642	David Parsons (304) 957-7122	Carolyn Mansberger (304) 558-2764
<b>Type of Project</b>	HVAC Upgrade	HVAC Upgrade	HVAC Upgrade	HVAC Upgrade
<b>Goals and Objectives – How They Were Met</b>	<p><b>Goals and Objectives:</b> Replace entire PVC piping system due to leaking, sagging, breaking and manganese build-up</p> <p><b>How They Were Met:</b> Rolled-groove piping system was installed, including a new cooling tower and supporting structure, and connected to original boilers; system converted from water to propylene glycol to correct manganese issues</p>	<p><b>Goals and Objectives:</b> Stabilize temperatures throughout current floor plan, building levels and pending office reconfigurations</p> <p><b>How They Were Met:</b> Main air handling systems, piping and current ductwork were replaced and reconfigured; newly designed system was implemented into the existing floor plan and designed as scalable for future needs of owner</p>	<p><b>Goals and Objectives:</b> Improve occupancy comfort while minimizing disruptions to daily operations</p> <p><b>How They Were Met:</b> The project was designed in phases which meet HVAC demands while working alongside the state to coordinate temporary arrangements for occupants.</p>	<p><b>Goals and Objectives:</b> Complete piping replacement due to corrosion leading to leaks, which caused an electrical service outage</p> <p><b>How They Were Met:</b> Phased to minimize guest rooms affected at a time; designed provisions to interconnect two separate boiler/chiller plants; Power provided to new equipment; motor control centers were added to control building loop pumps</p>

## 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**



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*



## Descriptions of Past Projects Completed – HVAC Upgrade

### Dominion Post – Greer Building

Morgantown, WV

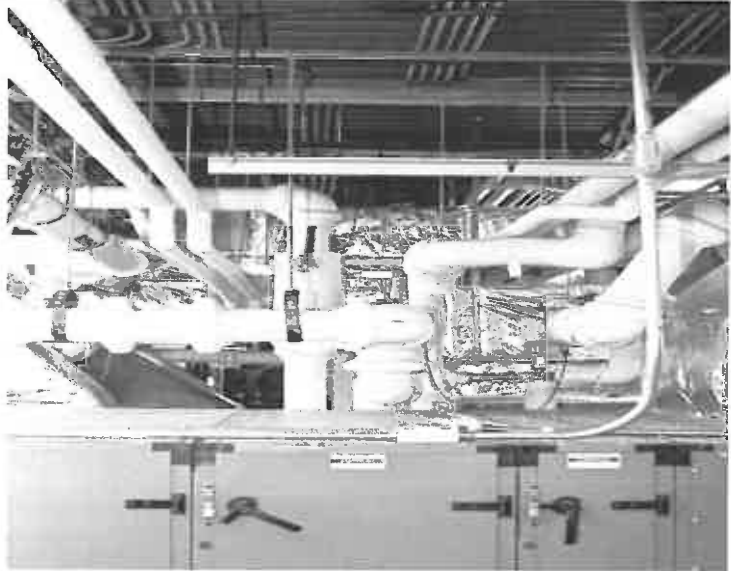
#### Services Provided:

- 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.

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

## Project Experience: HVAC Upgrade

**West Virginia State  
Building 36 (1 Davis Sq.)  
Charleston, WV**

**Services Provided:**

- HVAC System Replacement
- Mechanical Piping
- Electric
- Construction Administration

**Estimated Budget: \$2.1M**

**Facility Area: 58,400 ft<sup>2</sup>**

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



The 30-plus year old chiller serving Building 36 failed in the spring of 2016. MEI was retained to design the installation of a temporary rental chiller, which remains in service at this time. MEI was then retained to design a full HVAC retrofit to the building due to the condition of the air handlers, ductwork, VAV boxes, and associated systems. The building presented unique challenges as it was originally two buildings in which the common space was later in filled to create one building. The deck to deck heights in some areas are very limited, resulting in the need for accurate evaluation, design, and detailing in the construction documents. MEI designed a phased approach to accomplish the project. The phasing was developed directly with the owner to minimize the impact on the building occupants; who had to relocate to swing space phase by phase. Instead of just replacing the existing system in-kind, MEI designed a system utilizing three rooftop units ducted vertically through the building, which eliminates the sole source failures that have plagued the system for several years. The project is ready for bid at this time.

**Project Contact:**

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

## Descriptions of Past Projects Completed – HVAC Upgrade

### Pipestem McKeever Lodge

Pipestem, WV

#### Services Provided:

- HVAC
- Plumbing
- Electrical
- Accommodation of Existing Systems

**Estimated Budget: \$1.7M**

**Facility Area: 63,000 ft<sup>2</sup>**

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



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.

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

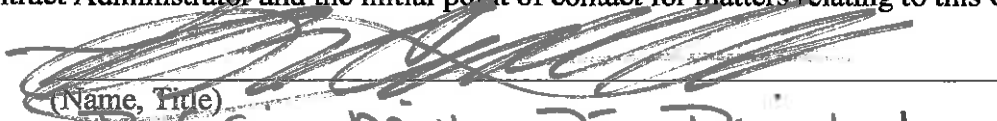
### *From Jonathan Miller, Mechanical Project Manager, Nitro Mechanical:*

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



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

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



(Name, Title)

B. Craig Miller, PE President

(Printed Name and Title)

240 Scott Avenue Ste 1 Morgantown WV 26505

(Address)

304-291-2234

(Phone Number) / (Fax Number)

cmiller@millereg.net

(email address)

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

Miller Engineering, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

B. Craig Miller, PE President

(Printed Name and Title of Authorized Representative)

15 Dec. 16

(Date)

304-291-2234

(Phone Number) (Fax Number)



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Miller Engineering, Inc.

Authorized Signature: [Signature] Date: 14 Dec 16

State of West Virginia

County of Taylor, to-wit:

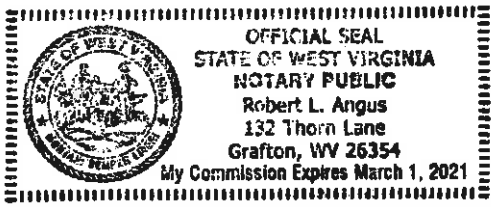
Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of December, 2016.

My Commission expires 3/1/2021, 20  .

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]  
Purchasing Affidavit (Revised 08/01/2015)





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

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

Proc Folder: 246344

Doc Description: EOI: Bldg 22 Server and Check Scanner Rooms HVAC Renovations

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-22	2016-12-20 13:30:00	CEOI 0211 GSD1700000002	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN #

86108138E

DATE

12/20/16

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

**ADDITIONAL INFORMATION:**

Expression of Interest

The Acquisition and Contract Administration Section of the Purchasing Division (Purchasing Division) is soliciting Expression(s) of Interest (EOI or Bids) for the West Virginia Department of Administration, General Services Division (Agency), from qualified firms to provide architectural/engineering services (Vendors) as defined herein.

Online submissions are prohibited for Expression of Interest \*

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 22 - TAX AND REVENUE 1001 LEE ST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue
1	A/E Services for Bldg 22 Server Room HVAC Project		

Comm Code	Manufacturer	Specification	Model #
81101508			

**Extended Description :**

A/E Services for Bldg 22 Server Room HVAC Project

<b>GSD170000002</b>	<b>Document Phase</b> Draft	<b>Document Description</b> EOI: Bldg 22 Server and Check Scanner Rooms HVAC Renovations	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## EXPRESSION OF INTEREST

### Building 22 Server Rooms and Check Scanner Areas HVAC Renovations

#### TABLE OF CONTENTS:

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

#### SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for the West Virginia Department of Administration, 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 services for a two-phase project (“Project”), with the first phase consisting of providing an assessment of the work flow processes and the HVAC requirements in Building 22 areas that are designated as server rooms and check scanner areas, resulting in a report with recommendations for remediation including estimated costs. The second phase would be services for designing and administering construction of any owner-requested remediation projects resulting from the report.
3. **SCHEDULE OF EVENTS:**

Release of the EOI.....	11/22/2016
Firm’s Written Questions Submission Deadline. ....	12/12/2016 at 9:00 AM (EST)
Addendum Issued .....	TBD
Expressions of Interest Opening Date.....	12/20/2016 at 1:30 PM (EST)
Estimated Date for Interviews .....	TBD

Revised 08/18/2016

## **EXPRESSION OF INTEREST**

**Building 22 Server Rooms and Check Scanner Areas HVAC Renovations**

### **SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

Instructions begin on the next page.

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

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

Question Submission Deadline: December 12, 2016 by 9:00 am EST

Submit Questions to: Jessica S Chambers  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [jessica.s.chambers@wv.gov](mailto:jessica.s.chambers@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.



The bid delivery address is:  
 Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

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

**SEALED BID: Expression of Interest: Building 22 Server Rooms HVAC Project**  
**BUYER: Jessica S Chambers**  
**SOLICITATION NO.: CEOI 0211 GSD1700000006**  
**BID OPENING DATE: December 20, 2016**  
**BID OPENING TIME: 1:30pm EST**  
**FAX NUMBER: 304-558-3970**

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

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

**BID TYPE:** (This only applies to CRFP)

- Technical  
 Cost

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

**Bid Opening Date and Time: December 20, 2016, at 1:30pm EST**

**Bid Opening Location: Department of Administration, Purchasing Division**  
**2019 Washington Street East**  
**Charleston, WV 25305-0130**

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

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

## EXPRESSION OF INTEREST

### Building 22 Server Rooms and Check Scanner Areas HVAC Renovations

#### SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at 1900 Kanawha Boulevard East, Building 1, Room MB-60 Charleston, WV 25305 and the Project will be completed at 1001 Lee Street, Building 22, Charleston, WV 25301.
2. **Background:** The State of West Virginia Tax and Revenue Center is located in a State-owned building in downtown Charleston, West Virginia. Over the last few years, the Department of Revenue has added automated equipment to their server room, work space and work processes with little consideration to HVAC requirements or work processes, compromising the efficiency and interior comfort of the building.
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 where and how they were met.
4. **Approach and Methodology for Meeting Goals and Objectives:** The approach and methodology project goals and objectives are:
  - 4.1. Phase 1: Assess the equipment loads, work processes and HVAC requirements in the areas designated for server and check scanner rooms in Building 22
  - 4.2. Phase 1: Provide a report of the assessment to the Agency; report shall include condition status, recommended remediation, and estimated costs for remediation.
  - 4.3. Phase 2: Provide bidding documents and construction administration services for the owner-agreed items for remediation.
  - 4.4. Vendors should include, as part of their response, their intended approach and methodology to complete these goals and objectives. The proposal should include documentation, such as an organization chart, a basic Gantt schedule with project steps, and any other documentation that demonstrates how the qualified team members and shareholders will function together in specific roles to reach these goals and objectives.

Revised 08/18/2016

## **EXPRESSION OF INTEREST**

### **Building 22 Server Rooms and Check Scanner Areas HVAC Renovations**

- 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 thirty minute interview question-and-answer session, with allowance to the firm for the first quarter hour to make a presentation of any type they deem suitable to demonstrate their abilities, knowledge of the subject matter and qualifications. Questions can be based on any aspect of the project or submitted proposals.

## **EXPRESSION OF INTEREST**

### **Building 22 Server Rooms and Check Scanner Areas HVAC Renovations**

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

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

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## EXPRESSION OF INTEREST

### Building 22 Server Rooms and Check Scanner Areas HVAC Renovations

commence scope of service and price negotiations with the highest qualified professional firm.

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

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

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

- |  |                           |
|--|---------------------------|
| • Qualifications and Experience                                | 45 Points Possible        |
| • Approach and methodology for meeting<br>Goals and Objectives | 35 Points Possible        |
| • Oral Interview   | <u>20 Points Possible</u> |

**Total 100**

## **EXPRESSION OF INTEREST**

**Building 22 Server Rooms and Check Scanner Areas HVAC Renovations**

### **SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.



## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

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

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

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

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

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

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

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

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

**Term Contract**

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

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

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

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \$1,000,000.00  
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.

All insurance requirements are pursuant to the conditions established in AIA B101, as amended by the WV Supplementary Terms

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

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

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

**8. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

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

**10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of na for na. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**13. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

**15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**18. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

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

**20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**21. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**25. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**27. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**28. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**29. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.



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

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

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

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

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

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

(Name, Title)  
B. Craig Miller, PE President  
 (Printed Name and Title)  
240 Scott Avenue Ste 1 Morgantown WV 26508  
 (Address)  
304-291-2234  
 (Phone Number) / (Fax Number)  
cmiller@millereg.net  
 (email address)

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

Miller Engineering, Inc.  
 (Company)

  
 (Authorized Signature) (Representative Name, Title)

B. Craig Miller, PE President  
 (Printed Name and Title of Authorized Representative)

15 Dec. 16  
 (Date)

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature:  \_\_\_\_\_ Date: 14 Dec 16

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_