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Header 5

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General Information

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Procurement Folder: 423762

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0432

Vendor ID: 

SO Doc ID: DCH1800000007

Legal Name: AURORA RESEARCH ASSOCIATES LLC

Published Date: 3/22/18

Alias/DBA: COURTNEY ZIMMERMAN

Close Date: 3/28/18

Total Bid: \$38,550.00

Close Time: 13:30

Response Date: 

Status: Closed

Response Time: Solicitation Description:

Total of Header Attachments: 5

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

State of West Virginia
 Solicitation Response

Proc Folder : 423762
 Solicitation Description : Addendum No. 1 - Historic Resources Survey
 Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-03-28 13:30:00	SR 0432 ESR03261800000004348	1

VENDOR

000000188640
 AURORA RESEARCH ASSOCIATES LLC
 COURTNEY ZIMMERMAN

Solicitation Number: CRFQ 0432 DCH1800000007

Total Bid : \$38,550.00 Response Date: 2018-03-27 Response Time: 22:53:10

Comments: Attachment "ARA Solicitation - CRFQ DCH1800000007" includes completed and signed Designated Contact, Certification, Disclosure of Interested Parties to Contracts, Vendor Preference Certificate and Purchasing Affidavit forms.

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature on File FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Historic Resources Survey for Morgan & Mineral Counties				\$38,550.00

Comm Code	Manufacturer	Specification	Model #
80111617			

Extended Description : Enter Lump Sum Total Bid Amount For 500 HPI Forms
Historic Preservation: Architectural Resources Survey for Morgan and Mineral Counties in WV.



AURORA
Research Associates, LLC

Historic Preservation Consulting
1436 Graham Road
Silver Lake, OH 44224
(304) 685-7410

Courtney Fint Zimmerman, P.E.
Owner/Principal

Bid Clerk
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

March 27, 2018

Dear Sir or Madame:

For your consideration I submit the enclosed proposal and bid for Solicitation No. CRFQ 0432 DCH1800000007 for the Historic Resources Survey for Morgan & Mineral Counties. Following this letter is a proposal containing our project team background, project approach, representative projects and résumés of key personnel. The required bid documents have been uploaded to the WVOasis Vendor Self Service system.

Aurora Research Associates and our partner, ASC Group, Inc., have extensive experience conducting architectural history surveys and National Register of Historic Places eligibility recommendations in the State of West Virginia. In 2017, ARA completed a 750-resource survey of Mason, Pleasants, Jackson, Wayne and Lincoln Counties for the West Virginia Division of Culture and History. In addition, we have surveyed thousands of resources throughout the state for Section 106 review projects, National Register nominations and grant-funded surveys.

ARA's team includes qualified architectural historians with decades of experience in historic resource surveys. We employ the latest technology in mobile field survey, Geographic Information Systems, and digital photography in order to provide the highest degree of accuracy and data analysis. We also utilize a variety of resources for discovering the history and significance of resources and communities, including historic mapping, United States Census records, repositories and archives at the local, state and national levels, oral histories and historic photograph collections.

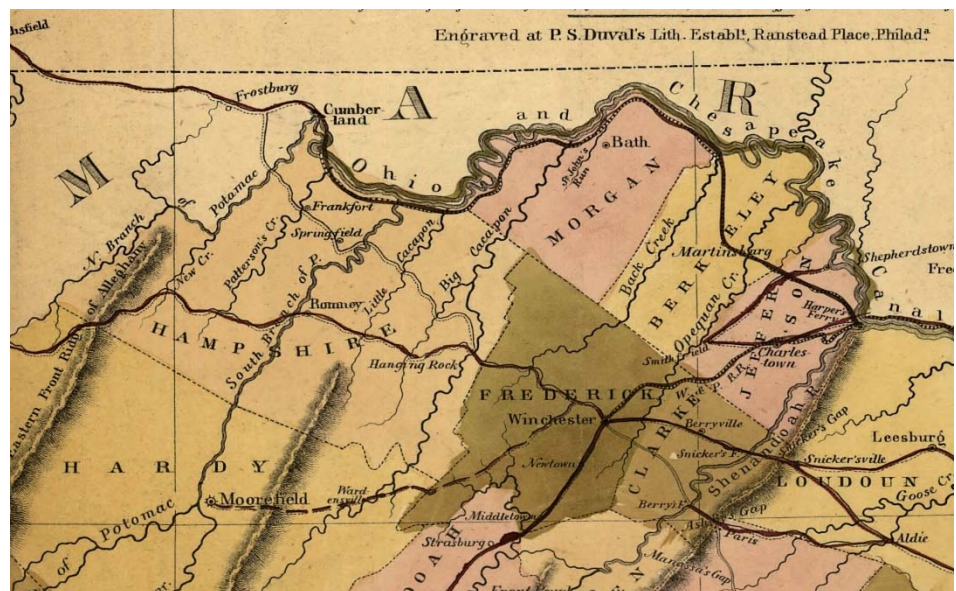
I always welcome the opportunity to work in my home state and support the efforts to document and preserve West Virginia's built heritage. Please feel free to contact me with any comments or questions at courtney@aurora-llc.com or (304)685-7410. Thank you for your consideration.

Yours Truly,



Courtney Fint Zimmerman

HISTORIC RESOURCES SURVEY FOR MORGAN & MINERAL COUNTIES, WEST VIRGINIA



March 27, 2018

Solicitation No. CRFQ 0432 DCH180000007



Prepared for the State of West Virginia Purchasing Division
2019 Washington Street East, Charleston, WV 25305
By Aurora Research Associates LLC
1436 Graham Road, Silver Lake, OH 44224

Historic Resources Survey for Morgan & Mineral Counties, West Virginia

SOLICITATION NO. CRFQ 0432 DCH1800000007

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COMPANY PROFILE

Aurora Research Associates, LLC (ARA) has prepared this proposal for the Historic Resources Survey for Morgan & Mineral Counties and will provide project management and architectural/history survey services. ARA is a small woman-owned business with extensive experience in architectural survey, the National Register of Historic Places, and consulting for local, state and federal agencies. ARA was established in 2011 by Courtney Fint Zimmerman and is a certified EDGE firm with the State of Ohio and a Disadvantaged Business Enterprise (DBE) with the Ohio, Pennsylvania and West Virginia Departments of Transportation. ARA provides architectural survey and environmental review services as a consultant for the Ohio and West Virginia Departments of Transportation, West Virginia State Historic Preservation Office, local preservation groups and other clients. ARA has worked on a number of architectural history and survey projects, including the survey of 750 resources in Pleasants, Mason, Jackson, Wayne and Lincoln counties in West Virginia and the survey of 2000 coal-related historic resources in McDowell County, West Virginia.

ARA will be teaming with ASC Group, Inc., a certified women-owned cultural and environmental resources consulting company. Since its founding in 1986, ASC Group has grown steadily and now has offices in seven cities across the Midwest, including Hurricane, WV. ASC has been conducting environmental surveys in West Virginia since 1989 and is a certified DBE/WBE and currently holds an On-Call agreement for cultural resource services with the West Virginia Division of Highways. ASC has three Senior Staff Architectural Historians who meet the Secretary of Interior Standards for Architectural History and History. Many of ASC's staff are former SHPO staff with extensive experience preparing state Historic Inventory Forms, National Register of Historic Places (NRHP) forms, Memoranda of Agreement, Programmatic Agreements, and Effect Documents.

PROJECT EXPERTISE

Courtney Fint Zimmerman, P.E., will serve as the principal historian for the project, and will be responsible for project management, field survey, historic research, Historic Property Inventory form preparation and review, and survey report preparation. Ms. Zimmerman has a B.S. in Civil Engineering from West Virginia University and an M.S. in Historic Preservation from Columbia University, and is a registered P.E. in West Virginia and Ohio. Ms. Zimmerman has 15 years of experience in the historic preservation field and is a qualified architectural historian under the Secretary of the Interior's Standards for Professional Qualifications. Prior to founding ARA, she was employed as an architectural historian with the West Virginia Division of Highways Environmental Section. She has considerable experience in conducting research in West Virginia on properties ranging from truss bridges to coal camps to commercial historic districts. Ms. Zimmerman has successfully completed eight National Register of Historic Places nominations in West Virginia covering over 300 contributing resources. She has also documented thousands of structures throughout the state for the West Virginia State Historic Preservation Office Architectural Inventory. Ms. Zimmerman is well-versed in a variety of research resources and strategies, including deed research, historic mapping, historic photographs, local and state archives, census records and other repositories.

Dr. Matthew Hyland of ASC Group will provide additional field survey and historic property inventory form preparation. Dr. Hyland has considerable experience organizing fieldwork to survey all NRHP property types. He has conducted numerous historic site surveys and assessments in West Virginia and has developed a substantive expertise in West Virginia historic preservation planning and local history. Dr. Hyland has worked collaboratively with Ms. Zimmerman in the past on large-scale historic resources surveys in West Virginia,

including populating historic resource databases, writing resource descriptions, drafting historical overviews, and completing HPI forms. He has also performed surveys for a variety of clients and projects in Cabell, Gilmer, Jackson, Lincoln, Mason, McDowell, Monongalia, Pleasants, Putnam, Summers, Taylor, Wayne, and Wyoming. Dr. Hyland's qualifications as a historian and architectural historian exceed the Secretary of the Interior's standards for historic preservation professionals (36 CFR Part 61).

PROJECT APPROACH

The West Virginia Division of Culture and History, State Historic Preservation Office (WVSHPO) is seeking bids to perform an intensive-level survey of 500 properties in Morgan and Mineral counties. Based on the data available on the WVSHPO Interactive GIS Survey Map, approximately 400 resources have been previously surveyed in Mineral County, and are primarily concentrated in Keyser and along US Route 220, with scattered resources along US Route 50. In Morgan County, approximately 300 resources have been previously surveyed, and are primarily concentrated in and around Berkeley Springs and US Route 522. ARA will begin in Mineral County and survey rural areas and unincorporated communities, and then continue in Morgan County until 500 resources have been documented. The geographical areas and communities to be surveyed within each of the counties will be based on discussions with WVSHPO staff and correspondence with local historic groups. In planning the field survey, ARA will also consult historic mapping and compare it to current maps in order to identify communities that may retain historic structures. Limited resurvey of previously documented resources may be completed in areas that appear to be potential historic districts.

This project is an intensive-level survey, intended to provide detailed historic context for the survey area and identify potential sites that may be eligible for the National Register of Historic Places. ARA will conduct the survey using the standards outlined in the most current West Virginia National Register and Architecture/History Survey Manual, published by the WVSHPO.

The project has been organized into five work tasks as follows:

- Task 1: Project Management
- Task 2: Field Survey
- Task 3: Historic Property Inventory Forms
- Task 4: Mapping
- Task 5: Survey Report

These tasks and associated work are further discussed below.

1. **Project Management.** Aurora Research Associates (ARA) will coordinate project activities with the WVSHPO. Management activities include progress updates, communications, scheduling and budget tracking. ARA will assist in coordination efforts between the WVSHPO, other agencies and local governments as necessary. ARA will also conduct training for field technicians regarding survey methodology for this project, and perform quality control and review of all deliverables, HPI forms and survey documents. This task includes one file search and kick-off meeting with WVSHPO staff in Charleston, West Virginia.
2. **Field Survey.** ARA and ASC will conduct an historic resource survey of 500 properties beginning in Mineral County, and moving on to Morgan County until the contracted number of properties is met. An anticipated number of 120 man-hours in the field is estimated for this project. The survey team will consist of at least two (2) surveyors, working together in the field. Qualified surveyors will be will be managed and

reviewed by Ms. Zimmerman, project manager. Surveyors will utilize mobile tablet devices with custom-designed database applications to record properties in the field. The database will be provided to WVSHPO upon completion of the project. In-office preparation for the field survey will include review of the WVSHPO Interactive GIS Survey Map, previous HPI forms and current aerial photography in order to evaluate possible location, existence and status of potential resources. ARA will confer with WVSHPO staff on which geographical areas, towns, communities and properties should be surveyed. At the WVSHPO's discretion, the survey may include updates of properties previously surveyed more than 10 years prior. Each previously documented resource with an HPI form completed more than 10 years prior will be verified in the field to confirm its existence and to collect updated information on materials, alterations, additions and other relevant information. Architectural information will also be collected for any previously undocumented resources. At least two (2) photographs will be taken for each resource, including a three-quarter view showing the main elevation. Streetscape and vicinity photographs will be taken as appropriate. Photographs will be provided electronically on CD-R media with filenames corresponding to the WVSHPO survey number.

3. **Historic Property Inventory Forms.** ARA and ASC will complete research and write brief histories for each county surveyed to provide sufficient context for National Register eligibility evaluation. The project team will complete 500 standard West Virginia HPI forms at an intensive survey level for each surveyed resource in the project area, using the most recent draft of the "West Virginia National Register and Architecture/History Survey Manual" issued by the WVSHPO. Each form will be completed as fully as possible, including materials, UTM NAD83 coordinates, photograph, map, setting, narrative description, alterations, additions, outbuildings and brief statement of significance. The statement of significance will include a brief context of the county, area or community, any significant facts about the property, integrity evaluation and National Register eligibility recommendation. HPIs will be provided in hard copy and electronically as individual PDF files using the assigned WVSHPO survey number as filename. Drafts will be submitted for review in electronic form prior to finalization.
4. **Mapping.** ARA will provide United States Geological Survey (USGS) topographical mapping for the project using Geographic Information Systems (GIS). Maps will include the location of each surveyed property, survey number, name of county and quadrangle name. Maps will be provided as part of the HPI forms, survey reports, electronically and as GIS shapefiles.
5. **Survey Report.** ARA will prepare a survey report for the project, organized by county, summarizing the properties surveyed, historic contexts, survey methodology, description of property types, table of eligibility recommendations and other general findings. The survey report will be provided in hard copy and electronic format to the WVSHPO and any additional organizations as requested.

RELEVANT PROJECT SUMMARIES

Reconnaissance-Level Survey of Pleasants, Mason Jackson, Wayne and Lincoln Counties, West Virginia (2017)

ARA was awarded a survey project by the WV Division of Culture and History for 750 properties in five counties in western West Virginia. ARA's team of three architectural historians surveyed the properties in a total of ten days in the field, covering a large geographical, primarily rural, area. The team completed 750 HPI forms to WVSHPO standards, including building materials, narrative descriptions, integrity, significance and National Register eligibility determinations. ARA used self-developed mobile tablet-based database

technology and GIS mapping to streamline the documentation process and provide statistical analysis on materials, property types and other data throughout the survey area. ARA's survey resulted in an increase ranging from 15-240% in each county's overall number of surveyed properties.

West Virginia Coal Heritage Survey Update, McDowell County, West Virginia

ARA was awarded a jointly-funded WV DOT Transportation Enhancement Grant and WV Division of Culture and History project to update 2000 properties previously surveyed in 1991 for the Coal Heritage Survey. ARA's team of seven completed the survey in two weeks in the field, covering the entirety of McDowell County and surveying both previously-surveyed and newly-documented structures. In order to identify 1991 Coal Heritage Survey resources in the field, the team used tablet-based databases pre-populated with the original HPI forms' photographs, locations and basic architectural info, and then updated the records with current photographs and data. The team substantially expanded the Statements of Significance from the 1991 survey and provided National Register Eligibility recommendations for each property. ASC staff historian Dr. Matthew Hyland worked with ARA on this project.



Mouth of Seneca Bridge Replacement Project, Pendleton County, West Virginia

The WVDOT/DOH proposed to replace the bridge over Seneca Creek at Mouth of Seneca in Pendleton County, West Virginia. Although the structure itself was determined to not be eligible for preservation, changes in the approach to the bridge necessitated a review of potential impacts to archaeological sites and historic structures under Section 106 of the NHPA. The project required additional coordination with the Monongahela National Forest and required ARPA permitting.



ASC conducted a cultural resources survey that included Historic Architecture evaluation within the defined APE. The NHRP-eligible Seneca Rocks mound and village site and the NRHP-listed Sites Homestead were known to exist in the project vicinity. Field methods applied include visual inspection, shovel test pit excavation, and digital photography. Spatial information was recorded digitally using resource grade GPS units.

ASC documented one historic site with a minor prehistoric component, a prehistoric lithic scatter and a previously identified prehistoric lithic reduction/camp site associated with the Seneca Rocks mound and village site. Nine architectural resources, including both the bridge and the Sites Homestead, were identified within the APE. Avoidance of archaeological properties with the potential to provide additional significant information to the understanding of prehistoric lifeways in the area was recommended. Construction of a new bridge was found to not diminish the integrity of setting for the Sites Homestead. No new NRHP-eligible structures were documented.

Elkins Rail Trail Connector Project

ASC completed both an Archaeological survey and Architectural History survey for the proposed Elkins Rail-Trail Connector in the City of Elkins, Randolph County, West Virginia. The project will extend the Allegheny Highlands Trail from the Highland Park Trailhead into downtown Elkins, running parallel to the east side of US Routes 33/219/250/N. Randolph Avenue before crossing the highway over a proposed trail bridge and following surface streets into downtown. For the architectural history survey, 13 architectural resources 45 years of age or older were identified in the APE and were photographed and recorded for evaluation. In addition, the former West Virginia Central and Pittsburgh/Western Maryland Railroad corridor previously had been determined eligible for listing in the National Register of Historic Places. That portion of the railroad corridor south of Craven Run, including in most of the Area of Potential Effects, was destroyed by highway construction prior to the determination of eligibility. The project was found to have no adverse effects to historic structures.



APPENDIX A
RESUMES OF KEY PERSONNEL

BIOGRAPHY

Ms. Zimmerman is an architectural historian and licensed professional engineer with 15 years of experience in historic preservation and environmental review. Since founding Aurora Research Associates, LLC in 2011, Ms. Zimmerman has provided historic preservation consulting, National Register of Historic Places research, Section 106/4(f) review, architectural history field survey, and environmental services for clients including the West Virginia and Ohio Departments of Transportation, engineering and architecture firms, local government and preservation organizations. Ms. Zimmerman has multidisciplinary experience in cultural and natural resources and structural/civil engineering. She has overseen the survey and National Register evaluation of thousands of historic resources and is skilled at working with a diverse array of stakeholders including government agencies, clients, the public, property owners and consultant teams.

EDUCATION

- M.S. Historic Preservation, Columbia University, New York, NY, 2003. Thesis: *Jackson's Mill State 4-H Camp: The Summer Camp as a Cultural Heritage Site*. Recipient of the Voorsanger Writing Prize, 2003.
- B.S. Civil Engineering, *Magna Cum Laude*, West Virginia University, Morgantown, WV, 2001.

PROFESSIONAL QUALIFICATIONS

- Licensed Professional Engineer in Ohio and West Virginia
- Meets Secretary of the Interior's Standards for Professional Qualification as an Architectural Historian
- ODOT Prequalified in Historic/Architectural Surveys, Section 4(f) & 6(f) and Categorical Exclusions
- EDGE and DBE certified small business

EXPERIENCE AND SKILLS

- 7 years as a self-employed consultant
- 6 years as an architectural historian/project manager with the WV Division of Highways
- Section 106 Review /Section 4(f) Analysis
 - SHPO Coordination
- Architectural Resource Surveys
 - NEPA CE and EA documents
- Public Involvement
 - Geographic Information Systems

PROJECT HIGHLIGHTS

Owner/Architectural Historian, Aurora Research Associates, LLC

- **Reconnaissance Historic Resource Survey, Pleasants, Mason, Jackson, Lincoln and Wayne Counties, WV, 2016-2017.** Client: West Virginia State Historic Preservation Office. Led 3-person team in survey of 750 resources across five counties. Managed all aspects of project including scope, field survey methodology, schedule, and survey report. Created mobile-based survey application to streamline survey and HPI form completion.
- **Coal Heritage Survey Update, McDowell County, WV, 2016-2017 (ongoing).** Client: West Virginia Division of Highways (Transportation Enhancement Grant). Planned and managed survey of over 2,000 historic coal-related resources previously surveyed in 1991. Hired and led team of 7 in the field. Coordinated completion and review of Historic Property Inventory (HPI) forms and survey report.
- **West Virginia State University F. Ray Power Building Section 106 Review, Institute, WV, 2017.** Client: Terradon Corp. Performed field survey and determination of effect report for renovation of 1975 office building adjacent to historic WV School for the Colored Deaf and Blind. Achieved SHPO concurrence on finding of No Adverse Effect with no additional negotiation or correspondence required.
- **Robinson Grand Theater Renovation Section 106 Review, Clarksburg, WV, 2014-16.** Client: WYK Associates. Coordinator of Section 106 review for restoration of historic theater receiving USDA Rural Development funding, including historic research, report preparation, agency coordination and public involvement.

- **West Virginia Division of Highways Statewide On-Call Consultant for Cultural Resources.** Client: West Virginia Division of Highways. One of multiple firms competitively selected to provide cultural resource environmental services as needed, including Section 106 and 4-f review, memoranda of agreement, public involvement, mitigation and NEPA clearance for highway and bridge projects throughout the state of West Virginia.
- **West Virginia State Historic Preservation Grant Monitoring, 2015.** Client: WVSHPO. Field visited 20 historic preservation grant recipient sites throughout West Virginia to ensure continued maintenance and preservation under grant agreement terms.
- **Beverly, WV Architectural Survey and National Register Nomination Update, Randolph County, WV; 2013 -2014.** Client: Beverly Historic Landmarks Commission. Prepared Historic Property Inventory forms for 206 historic properties; researched and prepared additional historic context and significance statement; wrote updated National Register Nomination document and boundary expansion amendment including new mapping and photography.
- **Brookside Historic District National Register Nomination, Preston County, WV; 2012.** Client: The Aurora Project, Inc. Researched, wrote and prepared all photos and supplemental materials for a ca. 1880 tourist resort with approximately 15 contributing resources
- **Thomas, WV Walking Tour, Tucker Co., WV; 2011-12.** Client: Tucker County Historic Landmark Commission. Partner: Digital Relativity (web design/programming and graphic design). Researched and prepared content for self-guided walking tour brochure and website of 40+ resource historic district.

Architectural Historian, West Virginia Division of Highways Environmental Section

- **West Virginia Statewide Historic Bridge Survey, 2008-2011.** Partners: KCI Technologies, Mead and Hunt, RPM Engineering. Served as project manager for statewide effort to survey 3000+ historic bridges. Led coordination of review and eligibility negotiations with WV State Historic Preservation Office and public involvement efforts. Prepared independent estimates and managed consultants and budget.
- **U.S. Route 35 Upgrade, Mason County, WV, 2005-2011.** Performed NEPA re-evaluation of Final Environmental Impact Statement for multi-million dollar upgrade of regional highway. Completed Late-Find 4(f) analysis of a previously undocumented historic farm in the project area. Led mitigation negotiation meetings between project stakeholders and coauthored mitigation plan to address adverse effects and oversaw its execution.
- **Small Bridge Replacement Projects, West Virginia (statewide), 2005-2011.** Managed Section 106 Review, Section 4(f) and NEPA coordination for over 40 small bridge replacement projects. Reviewed all WV HPI forms and reports produced by the Environmental Section. Performed field surveys and completed over 300 HPI forms for bridges and surrounding structures over 50 years of age. Coordinated with a variety of agencies and stakeholders.

Structural Engineer, Robert Silman Associates, Washington, DC

2003-2005

- **Woodlawn Plantation, Alexandria VA.** Assisted with condition assessment and repair recommendations for smokehouse building on the grounds of 1805 National Historic Landmark.
- **Arlington House, Arlington, VA.** Assisted with condition assessment of foundation of historic 1803 mansion on the grounds of Arlington National Cemetery.
- **DC Court of Appeals, Washington, DC.** Assisted with structural exploration, load calculations, and structural design calculations for major restoration of 1820 National Historic Landmark, including complex construction of parking garage and floor levels beneath existing building.

Matthew G. Hyland, PhD

Architectural Historian

801 East Park Drive, Suite 102 ● Harrisburg, PA 17111 ● Phone: 717.564.5705 ● mhyland@ascgroup.net



PROFESSIONAL RESPONSIBILITIES

As principal investigator for architectural history, Dr. Hyland is responsible for conducting all phases of Section 106 compliance, including writing historic overviews, conducting fieldwork, completing report preparation for reconnaissance and intensive-level surveys, preparing documentation for consultation, participating in consulting party solicitation and coordination, preparing memorandums of agreement, and participating in the completion of mitigation products. Dr. Hyland has extensive experience in the fields of American architectural history, historic preservation education, and public history scholarship.

Education

1989, B.A., University of Notre Dame du Lac, American Studies

1995, M.A., University of Wyoming, American Studies

2004, Ph.D., The College of William & Mary, American Studies

Dr. Hyland has the proven ability to plan surveys, complete surveys, and assess historic architectural resources and properties. He has considerable knowledge of technical, legal, and structural matters pertaining to historic sites, objects, and buildings. His experience and knowledge exceed the Secretary of the Interior's Professional Qualifications Standards in Architectural History and History.

SELECTED PROJECT EXPERIENCE

- Reconnaissance Historic Resource Survey for Pleasants, Lincoln, Jackson, Mason, and Wayne Counties, West Virginia, for Aurora Research Associates, LLC, and WVDCH
- Coal Heritage Survey Update, McDowell County, West Virginia, for Aurora Research Associates, LLC, and WVDCH
- Historic Structure Report for the General Albert Gallatin Jenkins House, Green Bottom, Cabell County, West Virginia, for the US Army Corps of Engineers and its lessee, the WVDCH.



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

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 423762

Doc Description: Addendum No. 1 - Historic Resources Survey

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-03-22	2018-03-28 13:30:00	CRFQ 0432 DCH180000007	2

BID RECEIVING LOCATION


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

VENDOR

Vendor Name, Address and Telephone Number:
 Aurora Research Associates LLC
 1436 Graham Road
 Silver Lake, OH 44224
 (304) 685-7410

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X  FEIN # 45-3661191 DATE March 27, 2018
 All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum

Addendum No. 1 issued to publish the vendor questions and agency answers.

End of Addendum

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Culture and History State Historic Preservation Office to provide the service of conducting an intensive-level architectural survey of Mineral and Morgan Counties in West Virginia.

INVOICE TO		SHIP TO	
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0300 US		RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Historic Resources Survey for Morgan & Mineral Counties	0.00000			\$38,550.00

Comm Code	Manufacturer	Specification	Model #
80111617			

Extended Description :

Enter Lump Sum Total Bid Amount For 500 HPI Forms

Historic Preservation: Architectural Resources Survey for Morgan and Mineral Counties in WV.

SOLICITATION NUMBER: CRFQ DCH1800000007
Addendum Number: 01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish the vendor questions and agency answers.

No other changes.

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ DCH180000007
Historic Resources Survey for Morgan & Mineral Counties
Vendor Questions & Agency Answers

Q1) Does the survey include any re-examination of previously recorded resources? If yes, does a re-survey require completion of a full HPI form or just a continuation sheet?

A1) No, the survey does not **require** a re-examination of previously recorded resources. We prefer that undocumented resources be the priority of the survey.

Q2) In order to avoid accidental re-survey of previously identified resources, are the current GIS locational data layers for all previously surveyed resources accurate and up-to-date in Mineral and Morgan Counties, or is a review of original prior survey documents at Charleston advisable or required?

A2) Yes, it is advisable to conduct research at the SHPO office prior to beginning a cultural resource survey. There may be associated cultural resource survey reports that have not yet been made available online.

There are a minimal number of previously identified architectural resources in each county that have not yet been entered into the architectural sites data layer. The spatial locations for these two counties has not been verified.

Q3) The Specifications (4.1.2.1) require survey data entry using an Access database, as well as preparation of separate HPI forms. Can the Access database be used to generate the HPI forms in hard copy, or should we assume separate preparation of HPI forms?

A3) The SHPO will provide the vendor with the Access database template at the kickoff meeting. The Access database can be used by the vendor to generate the HPI forms in hard copy.

Q4) The Specifications (4.1) state that the survey shall begin in Mineral County, followed by Morgan County until 500 architectural resources have been documented. The Payment section (7.1) specifies 250 draft HPI forms for Mineral County and 250 for Morgan County. If Mineral County contains substantially more than 250 resources, should we plan to complete a full survey in the first county (up to a maximum of 500 HPI forms) before moving on to the second county, or should we plan to complete only a maximum of 250 HPI forms for each county?

A4) The selection of resources to be surveyed and the selection methodology is at the discretion of the vendor. However, the SHPO prefers that resources from both counties are documented during the survey. We suggest that a windshield survey be conducted at the initiation of the project.

Q5) Is a letter of interest required or allowed?

A5) It is not required, but it is encouraged.

Q6) Is a scope of work or written proposal required or allowed?

A6) It is not required, but it is encouraged.

Q7) Regarding Item 3.2: Qualifications under "Specifications": How and when should we provide references, past project information, current resumes, and other qualification information?

A7) These items should be provided in vendor's response to the Request for Quotation.

Q8) Are any documents or attachments required for subconsultants on the project team?

A8) As stated in 3.2 "Vendor should provide a current resume which includes information regarding the number of years of qualification, experience and training, and relevant professional education **for each individual that will be assigned to this project.**

Q9) Do subconsultants need to be registered as a vendor on WVOASIS prior to bid submission?

A9) NO

Q10) Is this an intensive-level survey or a reconnaissance-level survey?

A10) As stated in #1 Purpose and scope and 4.1 of RFQ, it is an intensive-level survey.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Aurora Research Associates LLC

Company



Authorized Signature

March 27, 2018

Date

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



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

State of West Virginia
 Request for Quotation
 34 — Service - Prof

Proc Folder: 423762

Doc Description: Historic Resources Survey for Morgan & Mineral Counties

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-03-14	2018-03-28 13:30:00	CRFQ 0432 DCH1800000007	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:
 Aurora Research Associates LLC
 1436 Graham Road
 Silver Lake, OH 44224
 (304) 685-7410

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X *Courtney Sue Zimmerman* FEIN # 45-3661191 DATE March 27, 2018
 All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Culture and History State Historic Preservation Office to provide the service of conducting an intensive-level architectural survey of Mineral and Morgan Counties in West Virginia.

INVOICE TO		SHIP TO	
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0300 US		RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Historic Resources Survey for Morgan & Mineral Counties				\$38,550.00

Comm Code	Manufacturer	Specification	Model #
80111617			

Extended Description :

Enter Lump Sum Total Bid Amount For 500 HPI Forms

Historic Preservation: Architectural Resources Survey for Morgan and Mineral Counties in WV.

DCH180000007	Document Phase Final	Document Description Historic Resources Survey for Morgan & Mineral Counties	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 34 — Service - Prof

Proc Folder: 423762

Doc Description: Addendum No. 1 - Historic Resources Survey

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-03-22	2018-03-28 13:30:00	CRFQ 0432 DCH1800000007	2

BID RECEIVING LOCATION

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

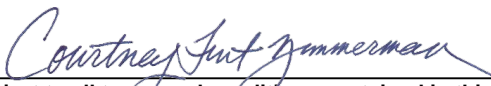
VENDOR

Vendor Name, Address and Telephone Number:

Aurora Research Associates LLC
 1436 Graham Road
 Silver Lake, OH 44224
 (304) 685-7410

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X  FEIN # 45-3661191 DATE March 27, 2018

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

ADDITIONAL INFORMATION:

Addendum

Addendum No. 1 issued to publish the vendor questions and agency answers.

End of Addendum

Request for Quotation

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RECEIVING DEPARTMENT		RECEIVING DEPARTMENT	
DIVISION OF CULTURE & HISTORY		DIVISION OF CULTURE & HISTORY	
CULTURAL CENTER		CULTURAL CENTER	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
CHARLESTON	WV25305-0300	CHARLESTON	WV 25305-0300
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Historic Resources Survey for Morgan & Mineral Counties				\$38,550.00

Comm Code	Manufacturer	Specification	Model #
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Extended Description :

Enter Lump Sum Total Bid Amount For 500 HPI Forms

Historic Preservation: Architectural Resources Survey for Morgan and Mineral Counties in WV.

DCH180000007	Document Phase Final	Document Description Addendum No. 1 - Historic Resources Survey	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 34 – Service - Prof

Proc Folder: 423762

Doc Description: Historic Resources Survey for Morgan & Mineral Counties

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-03-14	2018-03-28 13:30:00	CRFQ 0432 DCH1800000007	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:

Aurora Research Associates LLC
 1436 Graham Road
 Silver Lake, OH 44224
 (304) 685-7410

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN # 45-3661191

DATE March 27, 2018

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

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Culture and History State Historic Preservation Office to provide the service of conducting an intensive-level architectural survey of Mineral and Morgan Counties in West Virginia.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Historic Resources Survey for Morgan & Mineral Counties				\$38,550.00

Comm Code	Manufacturer	Specification	Model #
80111617			

Extended Description :

Enter Lump Sum Total Bid Amount For 500 HPI Forms

Historic Preservation: Architectural Resources Survey for Morgan and Mineral Counties in WV.

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: March 21, 2018 at 10:00 AM EDT

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

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

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

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

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

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

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of 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: March 28, 2018 at 1:30 PM EDT

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

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

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

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

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

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

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

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

"Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 _____ 365 _____ 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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00

Automobile Liability Insurance in at least an amount of: \$1,000,000.00

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

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

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 § 148-1-5.2.b.

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

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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>.

32. 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.

33. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

34. 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.

35. 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

REQUEST FOR QUOTATION
Mineral and Morgan County Historic Resources Survey

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Culture and History State Historic Preservation Office to provide the service of conducting an intensive-level architectural survey of Mineral and Morgan Counties in West Virginia.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means conducting an intensive-level architectural and historic resources survey of Mineral and Morgan Counties in West Virginia as more fully described in these specifications.

 - 2.2 **“Pricing Page”** means the pages, contained wvOASIS , upon which Vendor should list its proposed price for the Contract Services.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4 **“CD-R MEDIA”** means A read only CD. Qualified vendors will recognize this this format.

 - 2.5 **“ESRI”** means Environmental Systems Research Institute.

 - 2.6 **“UTM 17 North NAD 83”** refers to a 2-dimensional representation of a 3-dimensional surface of the earth. Qualified vendors will recognize this format.

 - 2.7 **“HPI Forms”** means Historic Property Inventory Form.

 - 2.8 **“Microsoft Access”** means a database management system created by Microsoft.

 - 2.9 **“PDF”** means Portable Document Format - a file format used to present and share documents independent of which computer, device or software is used to view it.

REQUEST FOR QUOTATION
Mineral and Morgan County Historic Resources Survey

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Key personnel assigned to project must meet the requirements for Architectural Historian detailed in 36 CFR 61 at https://www.nps.gov/history/local-law/arch_stnds_9.htm.

3.2 Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

Conduct an intensive-level historic resources survey in unincorporated areas located within the following counties. The survey will begin in; 1) Mineral County, followed by 2) Morgan County until 500 architectural resources have been documented on HPI forms. Resources that could be surveyed include buildings, structures, objects, and sites (excluding archaeological sites) per the following specifications:

4.1.1 Provide research and write a 10-20 page history for each county to provide a context that identifies specific themes of history associated with the built resources found within the project area which provides information to evaluate NR eligibility as outlined in National Park Service Bulletin 24 which is titled *Guidelines for Local Surveys: A Basis for Preservation Planning* and the link is here: <https://www.nps.gov/nr/publications/bulletins/nrb24/>. A history directly copied from other works (even with citations provided) will not be accepted.

4.1.2 Completion of a West Virginia Historic Property Inventory (HPI) form [Attachment "A" (link: <http://www.wvculture.org/shpo/wvhpf.pdf>)] for five hundred (500) historic resources that are at least fifty (50) years old and retain historic architectural integrity. Each main resource will be documented separately with ancillary or supporting buildings and/or structures recorded and described on the same HPI form as the primary or main resource.

4.1.2.1 All FINAL HPI forms will be supplied in hard copy format, in Microsoft Access database format, and in PDF format on CD-R media.

REQUEST FOR QUOTATION
Mineral and Morgan County Historic Resources Survey

- 4.1.2.2 All **FINAL** HPI forms will be saved as a separate PDF document and saved by the West Virginia HPI site number to be assigned by the WV SHPO.
- 4.1.2.3 All **FINAL** HPI forms will be submitted with a minimum of two current photographs of the documented resource(s). At least one of the photos for each resource will be a three-quarter view that illustrates the main elevation of the primary resource.
- 4.1.2.4 Photographs must be taken digitally and embedded on the HPI form or on an HPI form Continuation Sheet. Electronic images must be submitted on CD-R media, must be saved by the West Virginia HPI site number, and must meet the current (updated 5/15/2013) National Park Service's standards for electronic images. NPS's Standards may be found at the following link:

<https://www.nps.gov/nr/publications/bulletins/photopolicy/index.htm>
- 4.1.3 Provide United States Geological Survey (USGS) topographic maps, or sections of the appropriate quadrangle map, that details resource locations of surveyed resources. Computer generated maps are also acceptable.
- 4.1.3.1 Maps must be labeled with name of county, quadrangle name, and HPI site numbers.
- 4.1.3.2 Documented sites must be digitized as an ESRI shape file using the site number as the identifying attribute.
- 4.1.3.3 The map projection should use UTM 17 North NAD 83.
- 4.1.4 Provide written recommendations of National Register eligibility for the surveyed resources in accordance with National Park Service Bulletin 15 is titled *How to Apply the National Register Criteria for Evaluation* and the link is here:
<https://www.nps.gov/nr/publications/bulletins/nrb15/>

These eligibility recommendations should be included in the Statement of Significance field within each HPI form and in tabular format in the final narrative county survey report.
- 4.1.5 For each county documented, complete a final county survey report that will;
- 4.1.5.1 provide the historic overview of the county;
- 4.1.5.2 describe contractor survey methodology;
- 4.1.5.3 describe documented property types;
- 4.1.5.4 include USGS maps that label surveyed resources by HPI site inventory number;
- 4.1.5.5 provide a table of resources and associated NRHP eligibility recommendations
- 4.1.5.6 Final survey reports must also be submitted as a pdf file.

REQUEST FOR QUOTATION
Mineral and Morgan County Historic Resources Survey

4.1.6 All Final Items must be submitted electronically and in hard copy format. Only draft versions may be submitted exclusively in electronic version.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a lump-sum purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Section.

5.2 Pricing Page: Vendor should complete the Pricing by providing a lump sum Total Bid Amount for the Contract Amount in Oasis. Vendor should complete the Pricing Page in full as failure to complete the Pricing Section in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendors can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service website. If responding with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their lump-sum total bid amount for the contract amount.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. PAYMENT: Agency shall pay out the Vendor's accepted TOTAL BID AMOUNT in the following progression payments based upon the following deliverables: for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

1. 35% to be paid following submission and review of the draft Mineral County survey report and first (1) 250 draft HPI forms, maps and photographs of documented resources.
2. 35% to be paid following submission and review of draft Morgan County survey report and final (2) 250 draft HPI Forms, maps, and photographs.

REQUEST FOR QUOTATION
Mineral and Morgan County Historic Resources Survey

3. 25% to be paid upon submission and approval of Final Products by SHPO as shown on the Pricing Page, for all Contract Services performed and accepted under this Contract.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
Mineral and Morgan County Historic Resources Survey

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Courtney Zimmerman

Vendor's Address: 1436 Graham Road

Silver Lake, OH 44224

Telephone Number: (304) 685-7410

Fax Number: _____

Email Address: courtney@aurora-llc.com

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.

Courtney Zimmerman, owner
(Name, Title)
Courtney Zimmerman, owner
(Printed Name and Title)
1436 Graham Road, Silver Lake, OH 44224
(Address)
(304) 685-7410
(Phone Number) / (Fax Number)
courtney@aurora-llc.com
(email address)

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

Aurora Research Associates, LLC
(Company)

Courtney Zimmerman, owner
(Authorized Signature) (Representative Name, Title)

Courtney Fint Zimmerman, owner
(Printed Name and Title of Authorized Representative)

March 27, 2018
(Date)

(304) 685-7410
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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

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

Addendum Numbers Received:

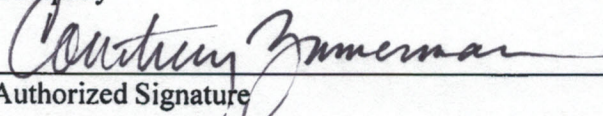
(Check the box next to each addendum received)

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

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

Aurora Research Associates, LLC

Company



Authorized Signature

March 27, 2018

Date

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

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Aurora Research Associates LLC **Address:** 1436 Graham Road
Silver Lake, OH 44224

Authorized Agent: Courtney Zimmerman **Address:** 1436 Graham Rd, Silver Lake OH 44224

Contract Number: DCH1800000007 **Contract Description:** Historic Resource Survey

Governmental agency awarding contract: WV Purchasing Division/ Division of Culture and History

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

ASC Group, Inc.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Courtney Zimmerman
Gregory Zimmerman

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Courtney Zimmerman

Date Signed: March 27 2018

Notary Verification

State of Ohio, County of Summit:

I, Courtney Zimmerman, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 27th day of March, 2018

Austin Melaney

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



AUSTIN JAMES MELANEY
Notary Public
In and for the State of Ohio
My Commission Expires
March 07, 2022

Revised October 7, 2017

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. Application is made for 5% vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

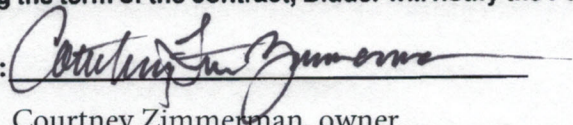
- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Aurora Research Associates LLC

Signed: 

Date: March 27, 2018

Title: Courtney Zimmerman, owner

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Aurora Research Associates, LLC

Authorized Signature: *Christina Zimmerman* Date: March 27 2018

State of Ohio

County of Summit, to-wit:

Taken, subscribed, and sworn to before me this 27th day of March, 2018.

My Commission expires March 17th, 2022



AUSTIN JAMES MELANEY
Notary Public
In and for the State of Ohio
My Commission Expires
March 07, 2022

NOTARY PUBLIC *Austin Melaney*