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2020 JUL 15 PM 1:12
WV PURCHASING
DIVISION

July 15, 2020

Ms. Dusty Smith
Department of Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Re: Historic Preservation Consultant Services Request for Quotation/CRFQ 0307
DEV2000000013

Dear Ms. Smith:

Enclosed please find a response to your recent Request for Quotation to provide historic preservation consulting services for "Main Street" and "ON TRAC" communities throughout the state.

You can see from the attached vitae and project list that I have provided services to the Main Street program since 1989: part-time in 1989; and full-time since 1990. I have also participated in many historic preservation projects in the state since 1984 as a private consultant and prior to that time, as Assistant Director of the State Historic Preservation Office. In addition, I have participated in the development of design-related workshops, trained local design committees, and participated in resource team visits for WV Main Street and ON TRAC communities.

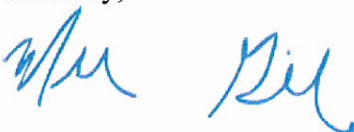
I am qualified for Historic Preservation work under 36 CFR 61. This qualification is required pursuant to a Programmatic Memorandum of Agreement executed between the West Virginia Historic Preservation Office and Main Street West Virginia executed April 8, 2011.

The proposal is based on providing all of the services indicated in the Request for Quotation and in the description.

Thank you for the opportunity to respond.

Do not hesitate to call if there are any questions or concerns.

Sincerely,



Michael Gioulis

Enc as noted

REQUEST FOR QUOTATION

**Historic Preservation Consultant
Services**

Solicitation No.
CRFQ 0307 DEV2000000013
Buyer: Dusty Smith
Bid Opening: July 16, 2020; 1:30 PM
Fax No.: 304-558-3970

Submitted by
Michael Gioulis Historic
Preservation Consultant

614 Main Street
Sutton, WV 26601

Office 304-765-5716
Cell 304-545-4881

mike@michaelgioulis.com
michaelgioulis.com



Elkins Main Street
Bandstand Study



Charleston West Main Street
Gonzoburger



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

State of West Virginia
 Request for Quotation

Proc Folder: 694680

Doc Description: Historic Preservation Consultant

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-24	2020-07-09 13:30:00	CRFQ 0307 DEV2000000013	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:
 Michael Gioulis Historic Preservation Consultant Inc.
 614 Main Street
 Sutton, WV 26601
 (304) 765-5716

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Signature X

FEIN # 51-0502298

DATE July 15, 2020

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

ADDITIONAL INFORMATION:**OPEN END**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF COMMERCE, DEVELOPMENT OFFICE, TO ESTABLISH A PROVISION OF PROFESSIONAL DESIGN AND HISTORIC PRESERVATION SERVICES FOR DOWNTOWN COMMERCIAL PROPERTY OWNERS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DUSTY.J.SMITH@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER WV DEVELOPMENT OFFICE ADMINISTRATION 1900 KANAWHA BLVD E BLDG 3 SUITE 800 CHARLESTON WV25305-0311 US		WV DEVELOPMENT OFFICE ADMINISTRATION 11900 KANAWHA BLVD E BLDG 3 SUITE 800 CHARLESTON WV 25305-0311 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cultural heritage preservation or promotion services				

Comm Code	Manufacturer	Specification	Model #
93141707			

Extended Description :

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT 10AM	2020-07-02

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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 01/09/2020

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: July 2nd, 2020 10am

Submit Questions to: Dusty Smith
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: dusty.j.smith@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: HISTORIC PRESERVATION CONSULTANT SERVICES
BUYER: Dusty Smith
SOLICITATION NO.: CRFQ DEV2000000013
BID OPENING DATE: July 9, 2020
BID OPENING TIME: 1:30pm
FAX NUMBER: 304-558-3970

Revised 01/09/2020

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

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

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: JULY 9TH, 2020 1:30PM

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

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

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

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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: This Contract becomes effective on Upon Award and extends for a period of One year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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 Three 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 _____ 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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: _____ per occurrence.
- Automobile Liability Insurance** in at least an amount of: 1,000,000 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: 1,000,000 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
-
-
-
-

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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.

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

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

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

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

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

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

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

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. 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.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

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

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

Revised 01/09/2020

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.

Michael Gioulis Historic Preservation Consultant Inc.

Company


Authorized Signature

July 15, 2020

Date

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

REQUEST FOR QUOTATION
Historic Preservation Consultant Services

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Development Office to establish a contract for provision of professional design and historic preservation services for downtown commercial property owners in all certified Main Street West Virginia and ON TRAC communities. Services must also include participation on development of workshops on agreed upon design-related topics, training of local design committees as needed, and participation in one, three-day resource team visit in each new community announced. The addition of new communities is dependent upon the availability of funding.

Current certified Main Street West Virginia communities include:

- Charleston Main Streets – East End, West Virginia
- Charleston Main Streets – West Side, West Virginia
- Charles Town, West Virginia
- Elkins, West Virginia
- Fairmont, West Virginia
- Kingwood, West Virginia
- Mannington, West Virginia
- Martinsburg, West Virginia
- Morgantown, West Virginia
- Parkersburg, West Virginia
- Philippi, West Virginia
- Point Pleasant, West Virginia
- Ripley, West Virginia
- Ronceverte, West Virginia
- Wheeling, West Virginia

Current ON TRAC communities include:

- Bath, West Virginia
- Belington, West Virginia
- Beverly, West Virginia
- Huntington West Side, West Virginia
- Kenova, West Virginia
- Marlinton, West Virginia
- Parsons, West Virginia
- Rowlesburg, West Virginia
- Shinnston, West Virginia
- Sutton, West Virginia

REQUEST FOR QUOTATION
Historic Preservation Consultant Services

- 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 the design consultant (herein referred to as the Vendor) shall serve as a professional consultant in the designated Main Street and ON TRAC communities so that property owners planning building improvements shall receive design assistance consistent with accepted Main Street design practices. The assistance consists of conceptual drawings only and not construction documents, and training of Main Street and ON TRAC Staff and volunteers in design and historic preservation. The West Virginia Development Office (herein called the State Office) requests that the Vendor in their response designate one point of contact for all contract related issues. Design consultant(s) must have education background(s) in architecture, historic preservation, or architectural history.
 - 2.2 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, 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.
- 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. Vendor must complete the Attachment A to verify they meet the minimum qualifications within the past five years. For each year listed on the Attachment A, Vendor must include the following information to clarify they meet the minimum qualifications:**
 - 3.1.1 Experience working with local communities and community-based historic preservation organizations and agencies to develop historically appropriate design recommendations for community buildings and structures.**
 - 3.1.2 Familiarity with applying the Secretary of Interior’s Standards for Historic Preservation Projects.**
 - 3.1.3 Familiarity with the National Main Street Program’s principles and methods of downtown development. Vendor must include pictures showing different jobs that have been completed within the past 5 years. Attachment A should be submitted with bid the response. This document will be required prior to an award of contract.**

**REQUEST FOR QUOTATION
Historic Preservation Consultant Services**

4. MANDATORY REQUIREMENTS:

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

4.1.1 The vendor shall visit all certified Main Street and ON TRAC communities as the need arises to provide building owners and the local Main Street program manager or ON TRAC liaison services regarding design projects and issues related to building rehabilitation.

4.1.1.1 These visits will be initiated by a request from the local Main Street manager or ON TRAC manager to the State Office, and after approval, the State Office will assign the request to the vendor.

4.1.1.2 These services shall include meeting with property owners, studying individual buildings, finding feasible design solutions, and encouraging implementation.

4.1.1.3 Onsite consultations may or may not result in the necessity for conceptual drawing. Drawings are not construction documents. This determination will be made jointly by the local Main Street project manager, the property owner and the vendor.

4.1.2 Pursuant to appropriate requests, the vendor shall prepare design solutions and preliminary cost estimates for storefront and other rehabilitation projects.

4.1.2.1 Design consultations will range from selecting exterior paint colors and compatible sign design to recommendations for entire storefront design, rehabilitations, and maintenance.

4.1.2.2 Drawings provided for each service will be colored and conceptual in nature as opposed to detailed construction documents.

4.1.3 It is estimated that approximately ten (10) hours per month will be required for giving technical advice on the phone to the program managers, property owners, and building contractors.

4.1.4 Vendor shall provide information and design recommendations that would qualify if property owners wish to apply for historic preservation tax credits pursuant to the Economic Recovery Tax of 1981 and amended in 1986, if it is determined by the property owner, project manager, and Vendor that the project is suitable for application.

REQUEST FOR QUOTATION
Historic Preservation Consultant Services

- 4.1.4.1 The Vendor shall not be responsible for making formal application to the National Park Service on such matters.
- 4.1.5 Vendor shall provide general technical assistance on proper building rehabilitation and new infill construction techniques consistent with the Secretary of Interior's Standards for Rehabilitation.
- 4.1.6 Vendor's work shall be consistent with the "Main Street Approach" to historic preservation design as developed by the National Main Street Center, an independent subsidiary of the National Trust for Historic Preservation.
- 4.1.7 If any new towns are announced, the Vendor upon request shall participate in the resource team visit to the new towns selected as the design consultant no more than two (2) times a year. Participation will include, pre-visit preparation, three-days staff on site in the new community along with other members of the team, interviewing various members of the community and preparing both an oral presentation to the community, and following up with a written report for inclusion in the resource team's final report.
- 4.1.8 Vendor shall attend local programs design committee meetings as requested with the local program manager to assist the committee with particular issues, such as developing design guidelines, implementing design guidelines, committee training, etc.
- 4.1.9 Vendor shall assist in planning and participate in annual in-state trainings as requested by the state office
- 4.1.10 Vendor is required to attend National Main Street Center annual conference and designers' meetings held prior to the conference.
- 4.1.11 The contractor shall furnish an accounting of all work performed at the end of the contract. This will include the number of onsite visits, documentation of projects, and the status of all projects.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a 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 Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing an hourly rate, then multiplying it by the provided estimated number of hours to calculate the total estimated cost

REQUEST FOR QUOTATION
Historic Preservation Consultant Services

for the contract. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors submitting bids online through wvOASIS should enter the total bid amount from the Exhibit A Pricing Page into the commodity line of wvOASIS and attached (or upload) a copy with their bid submittal.

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 an hourly rate as shown on the Pricing Pages, 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.
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
Historic Preservation Consultant Services

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: Michael Gioulis
Telephone Number: (304) 765-5716
Fax Number: (304) 765-5464
Email Address: mike@michaelgioulis.com

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: Michael Gioulis Historic Preservation Consultant Inc.

Authorized Signature: *[Signature]* Date: July 15, 2020

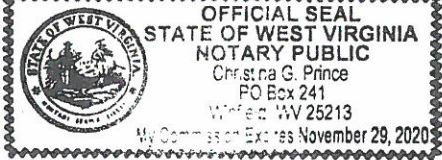
State of West Virginia

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 15 day of July, 2020

My Commission expires November 29, 2020

AFFIX SEAL HERE **NOTARY PUBLIC** *Christina G Prince*



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 \$1 million 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, but does not include publicly traded companies listed on a national or international stock exchange.

"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)

Name of Contracting Business Entity: Michael Gioulis Historic Preservation Consultant Inc. Address: 614 Main Street
Sutton, WV 26601

Name of Authorized Agent: Michael Gioulis Address: same

Contract Number: CRFQ0307DEV2000000013 Contract Description: Historic Preservation
Consultant

Governmental agency awarding contract: WV Development Office

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.


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.

Dorothy Gioulis

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: 

Date Signed: July 15, 2020

Notary Verification

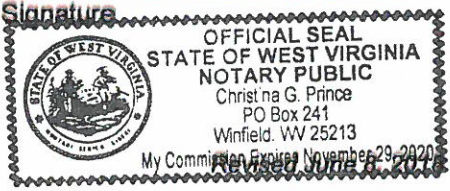
State of West Virginia, County of Kanawha:

I, Michael Gioulis, 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 15th day of July 2020.

Christina W Prince
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEV200000013

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:

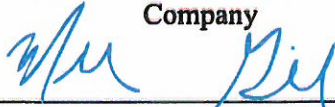
(Check the box next to each addendum received)

- | | |
|--|--|
| <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.

Michael Gioulis Historic Preservation Consultant Inc.

Company



Authorized Signature

July 15, 2020

Date

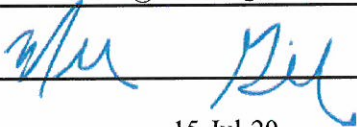
NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Price Sheet
Exhibit A

Service	Per Hour	Estimated Hours	Total Estimated Cost for Contract
Design and Historical Preservation Consulting Services	\$ 120.00	750	\$ 90,000.000

Hourly Rate x Estimated Hours = Total Estimate Cost

Contract will be awarded to the vendor providing lowest Total Estimated Cost and who meets the minimum specifications.

Vendor Name	Michael Gioulis Historic Preservation Consultant Inc.
Vendor Remit to Address	614 Main Street, Sutton, WV 26601
Vendor Phone Number	304-765-5716
Vendor Fax Number	304-765-5464
Vendor E-mail	mike@michaelgioulis.com
Vendor Representative Signature	
Date Submitted	15-Jul-20

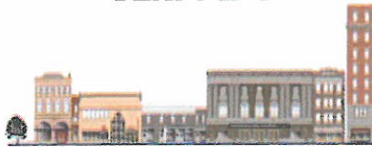
COMPANY PROFILE

PRESERVATION



The firm of Michael Gioulis specializes in the preservation of historic structures and the preservation and interpretation of historic sites. Mr. Gioulis has been a historic preservation professional since 1979. Since 1984, he has been practicing as a private Historic Preservation Consultant dedicated to enhancing awareness of historic preservation through historically accurate restorations and rehabilitations of many prominent buildings in West Virginia and surrounding areas. All work complies with the National Park Service Secretary of the Interior's Standards for Historic Preservation projects.

PLANNING



The company provides Master Planning, Design Guideline and Streetscape Design services. Since 1988, Mr. Gioulis has held a contract with the State of West Virginia as their Main Street West Virginia Design Contractor. Revitalization of commercial downtown buildings is the focus of the program emphasizing the preservation of historic integrity.

REPORTS



In conjunction with his work in historic preservation, Mr. Gioulis also offers services in the following areas: HABS/HAERS Reports, 106 Reviews, Feasibility Studies, National Register Nominations, Historic Resource Surveys, and CAP Assessments.

REHABILITATION



Consulting with architects and property owners, Mr. Gioulis is involved in several rehabilitation projects and Historic Preservation Certification Applications for tax credits involving residential and commercial buildings. Preservation of historic fabric and character-defining elements of these extant buildings are the ingredients providing for their efficient, contemporary use within the community. Work completed involves interpreting and applying the Secretary of the interior's Standards for Historic Preservation Projects.



MICHAEL GIOULIS
HISTORIC PRESERVATION CONSULTANT
614 MAIN STREET
SUTTON, WV 26601
(304) 765-5716
(304) 765-5464 (fax)
mike@michaelgioulis.com
www.MichaelGioulis.com

QUALIFICATIONS

Mr. Gioulis has been a historic preservation professional since 1979. After beginning his West Virginia career working for the State Historic Preservation Office, Mike became the Assistant Director. He served as Historical Architect for the West Virginia Department of Culture and History and as Assistant Director of the Historic Preservation Unit. While there he was involved in a number of programs, including: survey and planning grants; historic resource surveys; review of construction grant projects; and tax certification applications. He is familiar with all aspects of interpreting standards for rehabilitation of existing and historic buildings. Mike meets the Secretary of Interior Professional Qualifications for Architectural Historian as outlined in 36 CFR 61 through the West Virginia Division of Culture and History, State Historic Preservation Office (SHPO). This certification assures that the Gioulis firm is qualified and has a background in the performance of historic preservation in accordance with specified standards.

Since 1984, he has been practicing as a private Historic Preservation Consultant; he has held a contract with the state Development Office as its Main Street West Virginia Design Contractor since 1988. He has been involved in rehabilitation projects, master plans, building analyses, design guidelines, tax credit applications, section 106 proceedings, National Register nominations, and historic surveys. Services relating to design assistance programs for the West Virginia Main Street office for downtown structures have resulted in over 1,200 individual design projects, as well as numerous workshops, committee training, resource team visits and technical assistance responses. Resource teams involve intensive site visits in a charrette environment reviewing community resources and developing strategies for revitalization. He has participated in over 53 teams. With the advent of West Virginia's Ontrac program, a precursor to Main Street designed to assist smaller underserved communities, Mike has participated in an additional 20 community assessment charette teams. In addition, Michael has written a Maintenance Manual for downtown property owners, currently being revised for its fourth edition. This manual has been distributed by other states' Main Street programs.

Main Street projects address comprehensive economic development and community revitalization within a historic preservation framework. This includes overall analyses of a town's resources and planning for their sustainable utilization; as well as focusing on individually targeted buildings. In addition to master planning, streetscape renderings and building rehabilitation drawings are provided as part of the comprehensive overall design package. These

are designed to comply with the community's design guidelines where applicable, and with the Secretary of the Interior Standards when a town does not have individual guidelines. The Gioulis firm has completed over 1,200 design site visits under the Main Street program.

Master plans, downtown development plans, or Historic District development plans have been prepared for Ronceverte, Sutton, Guyandotte, Cass, Hinton, Corrick's Ford (Parsons), Laurel Hill, Bakers Island (Addison) and Mannington, WV. Other projects that worked within an overall master plan downtown revitalization approach include: rehabilitations in Ashland, KY; rehabilitations in Ironton, OH; National Park study, National Historic Landmark assistance, streetscape improvements and building rehabilitations for the entire downtown of Bramwell, WV; master planning, National Register Nomination, National Historic Landmark nomination, and comprehensive rehabilitation of over 16 downtown properties in Matewan, WV; and planning, design guideline assistance, comprehensive building rehabilitation of over 17 buildings, and continued design review and planning advice to St. Clairsville, OH (a National Road community).

Mike also worked as historic architecture consultant for the National Road in the West Virginia driving tour.

Mr. Gioulis has worked on adaptive reuse projects as well. Examples include returning former railroad depots into viable community resources and turning an abandoned 1950s gas station into an interpretive center. Others include converting the historic Piper House on the Antietam Battlefield into a bed and breakfast; converting a railroad maintenance yard into a recycling center; a historic flour mill into a museum and artists center; a warehouse into high quality offices; and a historic hospital into residences and social service offices.

He has completed a number of successful tax certification applications and has participated in individual rehabilitation and restoration projects. Currently, Mr. Gioulis is involved in tax credit projects for the Prichard Hotel in Huntington, WV, the Gaines Estate in Fayetteville, WV and the Stone and Thomas Building in Charleston, WV.

Mr. Gioulis has successfully nominated numerous individual resources and historic districts within West Virginia as well as in Ohio to the National Register of Historic Places. Many of these projects were a continuation of an overall identification and protection strategy for the respective historic landmarks commissions and individual property owners. He has been involved with several ARRA projects, including the Huntington Federal Building, Huntington Courthouse, and Mt. Hope Federal Building. For these he completed the Section 106 review process and participated in the planning and design of various projects including window replacement, window repair, HVAC and other work. All work followed the Secretary of the Interior's Standards for Historic Preservation projects. He consulted with the State Historic Preservation Office to facilitate the 106 and mitigation processes.

A number of training and technical workshops have been conducted by Mr. Gioulis. These include design workshops for the Main Street program from 1989 up to and including the present; Pinnacle Rock State Park for the Division of Culture and History, 1990; State Main Street Annual Conferences 1990-2011; National Association of FRP manufacturers, 1995; Elkins and Beverly Historic Landmarks Commission, 1997; National Main Street Conference, 2006, 2009, 2011, 2015-2018; Section 106 Training for the WV SHPO in 2015; WV Brownfields

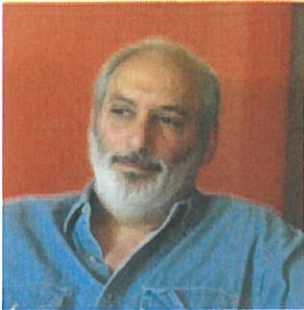
Conferences 2015, 2016, 2017, 2018, 2019 and others. He has been a guest instructor at Shepherd State College and the West Virginia Graduate School, and an instructor at the University of Charleston. He was also a guest lecturer at the Environmental Biology Department of City University of New York, Hunter College. In 2017, Mr. Gioulis conducted a workshop on architecture and the architect Alex Mahood in Bluefield, WV.

In St. Clairsville, OH, he worked with the city and property owners to successfully rehabilitate seventeen downtown buildings and public projects such as entrance signs to the town, and a National Register nomination for the historic district. He also revised the city's design guidelines. In Wheeling he worked with a planning team for the revitalization of the historic waterfront into a major urban park. He has also worked with communities in reviewing rehabilitation projects and as an advisor to historic review committees; and wrote or revised historic district review ordinances and design guidelines in West Virginia towns such as Shepherdstown, Elkins, Beverly, and Bramwell.

Other projects included facility report studies for the Nicholas County High School, Old Main in Summersville, WV, and the Inskeep Hall Building in Moorefield, WV. Mike participated in the interpretation planning and master planning for West Virginia Independence Hall, Wheeling, WV, a National Register site operated by the state as a museum.

Mike's experience with courthouse projects spans many years and types of projects. He provided research and commentary for the video prepared for the Courthouses of West Virginia Documentary, a project documenting many of West Virginia's historic courthouses. A companion book was developed which included all 55 of West Virginia's county courthouses in addition to chapters on rehabilitating and restoring courthouses. Mr. Gioulis co-authored this book. He was involved with the roof restoration, masonry facade restoration, and ADA toilet rehabilitation of the Kanawha County Courthouse, Charleston, WV; the design for ADA compliance for the Jackson County Courthouse, Ripley, WV; the master planning/historic resource analysis and rehabilitation recommendations for the McDowell County Courthouse, Welch, WV; and the window energy efficiency project for the Mercer County Courthouse, Princeton, WV. He also participated in the WV Courthouse Assessment Team, an inspection and analysis of all 55 county courthouses.

Mr. Gioulis is sought for his professional expertise by many entities. He regularly provides preservation advice to historic commissions and has contributed to articles in various magazines.



MICHAEL GIOULIS
Historic Preservation Consultant
Years of Experience 40+

Mike started his own consulting practice in 1984 and works on a wide range of historic preservation projects for many types of clients. He is fully versant in interpreting standards for the rehabilitation of existing and historic buildings, and meets the Secretary of the Interior's professional qualifications for Architectural Historian as outlined in 36 CRF 61 through the West Virginia Division of Culture and History, State Historic Preservation Office. This certification assures that the Gioulis firm is qualified and has a background in the performance of historic preservation in accordance with specified standards. Mike's expertise includes rehabilitation projects, master plans, building analyses, design guidelines, tax credit applications, Section 106 proceedings, National Register nominations, historic surveys, and grant applications and management. He has been the Design Consultant to the Main Street West Virginia Program since 1988. His Main Street services relating to design assistance programs for downtown structures have resulted in over 1,000 individual design projects, as well as numerous workshops, committee trainings, resource team visits and technical assistance responses. Multiple entities and individuals consult with Mike for his professional expertise in all phases of historic rehabilitation.

EDUCATION

Bachelor of Science in Architecture;
Bachelor of Science
City University of New York, City College

Continuing Education

Ongoing workshops, conferences and training related to advancements in historic preservation and tax incentives for historic rehabilitation

PROJECT EXPERIENCE

FEDERAL PROJECTS

Consulting and recommendations for Sidney Christie Federal Bldg., Wheeling Federal Bldg., Mt. Hope Federal Bldg., Huntington Federal Bldg., Grafton Post Office and Abingdon Federal Bldg. (VA), Bostetter Courthouse (VA), Walter E. Hoffman Courthouse (VA), for increased energy and operational efficiency through window replacement and other upgrades; selection of color, manufacturer and glass for doors and windows; rest room rehabilitations for ADA compliance; interior and exterior repair and finish recommendations; façade maintenance and restoration processes; courtroom renovations

WV MAIN STREET/ON TRAC PROGRAM

Design assistance for 25 communities
Rehabilitation recommendations
Consulting
Conceptual design drawings
Workshops
Committee training
Resource team visits
Technical assistance response
Annual contract since 1988

HISTORIC RESOURCE SURVEYS

Reconnaissance and intensive surveys to document existing resources in cities, towns, and counties; CCC resources in selected WV state parks and forests; and New Deal Era Stone Resources in Morgantown, WV

SECTION 106 REPORTS

Review and documentation for projects including federal, state, and municipal buildings; housing projects; commercial buildings; flood mitigation areas; mine sites; schools; refuse piles; railroad depots; coal company stores; and individual properties

COURTHOUSE PROJECTS

Rehabilitation recommendations for exterior and interior work, master plans, facilities studies, ADA compliance, and renovation designs for courthouses and courtrooms

RAILROAD DEPOTS

Rehabilitation of depot buildings including site work, masonry, roofs, windows, doors and interior spaces to stabilize, preserve, and adapt for viable alternative community uses and ADA compliance

DESIGN GUIDELINES

Prepared, reviewed, edited, or commented on design guidelines for Main Street Point Pleasant, Lewisburg, Bramwell, Elkins, Huntington, Morgantown, Harpers Ferry, St. Clairsville, OH and others. Developed, conducted and participated in Design Guideline Workshops.

NATIONAL REGISTER NOMINATIONS

Research, document, prepare and submit nominations for downtown historic districts, residential historic districts and individual commercial and residential properties

CIVIL WAR CONNECTIONS

Master plans developed for Laurel Hill Battlefield, Camp Bartow, Rich Mountain Battlefield and Corrick's Ford

TAX CERTIFICATIONS

Advise, review and prepare tax credit applications for multiple property types including large commercial buildings, schools, private residences, apartment buildings, hotels and individual commercial buildings

GENERAL CONSULTING

Additional consulting on rehabilitation efforts, historic preservation, adaptive reuse plans, storefront restorations, sensible but sensitive additions and renovations, streetscapes, downtown building revitalizations, paint analyses, street and building signage, design guidelines, retrofitting for ADA compliance and grant applications and oversight

EDUCATION

Bachelor of Science in Architecture;

Bachelor of Science

City University of New York, City College

Continuing Education

Ongoing workshops, conferences and training related to advancements in historic preservation and tax incentives for historic rehabilitation

AFFILIATIONS/REGISTRATIONS

Certified Architectural Historian

under 36 CRF 61 through WV Division of Culture & History, SHPO

West Virginia Preservation Alliance

Board Member, Past President

Speaker/Guest Lecturer

National Main Street Conferences

Preservation Alliance of West Virginia

Shepherd College

Pittsburgh Art Institute

City University of New York, Hunter

Charleston College of Graduate Studies

This Place Matters: Connecting with Historic Places, Beverly, WV

West Virginia University, Public History Department

WV Brownfield Conferences

National Trust for Historic Places - Historic Tax Credits Webinar Series

Abandoned Properties Coalition

Revitalize West Virginia Downtowns Forums

PUBLICATIONS

Articles and/or Contributions

Wonderful West Virginia

Goldenseal

WV Encyclopedia and E-Encyclopedia

Author/Co-Author

Historic Resource Surveys in WV

Tax Credits for Historic Properties

Courthouses of WV Documentary & Book

Home Grown Video

Downtown Property Owner's

Maintenance Manual

Attachment A

Qualifications:

Work History:

Year One—Project Name/Description:

1230 Water Street, Wheeling WV. See attached

Year Two—Project Name/Description:

Monongalia Arts Center, Morgantown WV. See attached

Year Three—Project Name/Description:

207 Washington Street West, Charleston WV. See attached

Year Four—Project Name/Description:

315 Railroad Avenue, Elkins WV. See attached.

Year Five—Project Name/Description:

39 South Main Street/Sunshine Building, Philippi WV. See attached.

Education:

College/ University Name: City College of New York

Type of Degree: BS

Field of Study: Architecture

Year Degree was obtained: 1975

207 Washington Street W.
Main Street design visit and Historic Tax Credit
Charleston, West Virginia
2017-2019

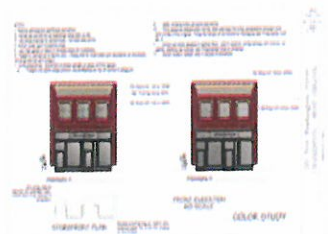
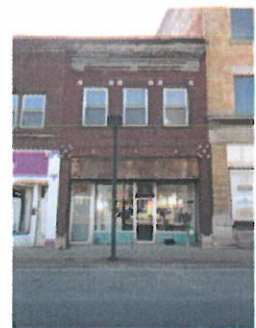
The project began with a design visit request from Charleston Main Streets, West Side program. The building had been vacant for a few years. Previously, it had been an icon in Charleston's West Side for years as Chris' Hot Dog restaurant. The interior boasted an onyx and marble bar with a decorative back bar that is reported to have come from the world Columbian Exposition. Originally the building housed the Sadd Brothers Store. It is located in the Elk City Historic District.

The exterior had not fared as well as the interior though. The storefront had been replaced sometime in the later 20th century with an aluminum and marlite panel storefront that was insensitive to the original configuration.

The concept followed traditional storefront design characteristics as outlined in the National Park Service Preservation Brief 11: Rehabilitating Historic Storefronts and NPS publication on Federal Tax Credits and Main Street Commercial Buildings. The existing incompatible storefront was removed and, based on design concepts and existing evidence, a new recessed entrance storefront was constructed. The materials follow materials available during the historic period of significance for the historic district. A concession to modern code requirements was made to accommodate the sprinkler system connection, raising the kick panel area slightly from historic proportions.

The project successfully applied for historic tax credits and is now occupied by a popular restaurant contributing to the West Side revitalization.

Contact/Reference:
Mr. Dwayne Dunca, Owner
825 Edgewood Dr.
Charleston WV 25302
(304) 767-1919
dewayneduncan72@gmail.com



1230 Water Street
Main Street design visit
Wheeling, West Virginia
2019-2020

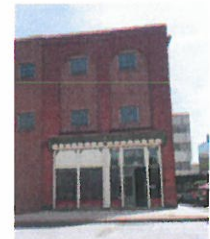
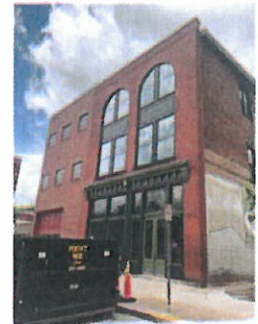
1230 Water Street is located within the Wheeling Historic District. It is a contributing resource in the district. The nomination cites ca. 1900 as the construction date; though research during this site visit and in preparing the report determined that it pre dates the civil war. The building started as a two story rope and belt business, likely servicing the river traffic on the Ohio. The third floor was added between 1900 and 1920. The upper floor windows and historic infill panels were removed and replaced with brick infill in 1966.

The owner wanted to open up the upper floors for the view to the Ohio River. The first floor and storefront were relatively intact with minor modification since 1966. Research uncovered photographs from the 1966 remodeling showing the original configuration of the upper floor windows. Other historic photographs were also consulted, as well as historic maps.

We provided research into the history of the building, a report discussing the owner's options in relation to the historic tax credits and a sketch showing the building rehabilitation consistent with the Secretary of the Interior's Standards and Wheeling's Historic Review Guidelines. We also consulted the Friends of Wheeling during the project.

The owner is proceeding with rehabilitation based on our recommendations.

Contact/Reference:
Betsy Sweeny
Wheeling Heritage
1400 Main St.
Wheeling, WV 26003
Phone: 304 232-3087



315 Railroad Ave.
Main Street design visit
Elkins, West Virginia
2017-2019

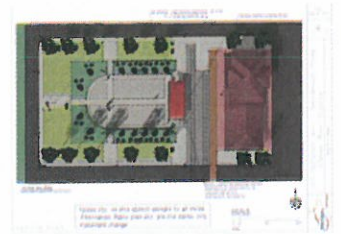
The former Railroad yard in Elkins has been developed as a commercial mixed use district with a Town Square behind the historic Elkins Depot. It has been used as venue for various activities including the farmers market and concerts etc. The Elkins Rotary Club requested to be allowed to construct a permanent pavilion at the Town Square.

In their request the Main Street program stated that: *The pavilion would replace an unattractive tent that has been used at the site as a music and activity venue. It would be very beneficial to Main Street if we could offer assistance. It would help us build credibility as a viable partner in the community and provide some very good PR in association with Rotary, which is a very large player.*

The Randolph County Development Authority maintains control over the site, and there are Building Covenants and Standards in place for construction in the development. We worked with the City, the Main Street program, the RCDA and the Rotary Club to design a facility that met their programmatic concerns and complied with the design issues illustrated in the guidelines. We also worked with the Architect who developed the construction documents from our concept sketches.

Contact/Reference:
Madalyn Humphrey
Elkins Main Street
204 Davis Avenue
Elkins, WV 26241
(304) 637-4803

Bryson VanNostrand, Architect
29 East Main Street Suite 4
Buckhannon, WV 26201
(304) 473-0555



Monongalia Arts Center *Main Street design visit* *Morgantown, West Virginia* *2018-2019*

The Monangalia Arts Center is located in the historic former Post Office in the Morgantown Historic District. In addition to housing the arts center, the Your Community Foundation and the Morgantown History Museum are located in the building as well. The Project Background statement from the project report:

Through a joint effort between the Monongalia Arts Center (MAC) and the Your Community Foundation of North Central West Virginia (YCF), Main Street Morgantown, the Morgantown History Museum (Museum), and West Virginia University (WVU), a project to rehabilitate the Historic Post Office and Annex has been undertaken to create an enhanced arts facility in Morgantown's historic downtown. ... The stakeholders reached out to WVU and Morgantown Main Street to help on the multi-faceted redevelopment needs required to be addressed for successful project completion.

West Virginia Brownfields Assistance Center and Main Street led the planning process which included the stakeholders and other community leaders in Morgantown including County officials and City officials. We met with the building owners and occupants to identify and conceive the use of the building. We then held a design charrette/visioning workshop with more than 25 participants to define the program and options available. Following this, working with the Brownfields Assistance Center and the Brickstreet Center for Innovation and Entrepreneurship at WVU we further refined the program, and created a schematic building layout. The final report included budget estimates for two alternative rehabilitation approaches. We also discussed historic tax credits and grants as a funding mechanism.

The project report and products served as the basis for securing professional design services to further the project and prepare for a capital campaign to implement the rehabilitation.

Contact/Reference:

Patrick Kirby
Brownfields Assistance Center at WVU
PO Box 620
Morgantown, WV 26506
(304) 293-69



39 S. main Street/Sunshine Building
Main Street design visit Tax Credit assistance
Philippi, West Virginia
2016-2017

The Sunshine Building in Philippi is a contributing Resource in the Philippi Historic District. The new owners, Woodlands Development Group is a community service organization that promotes Housing Development, Neighborhood Improvement and Downtown Redevelopment in a three county region in Northern West Virginia. Their mission states: *Woodlands Development Group helps build healthy, viable communities in the region by developing sustainable, affordable housing and supporting economic initiatives.*

The Barbour County Development Authority worked with the Woodlands group to identify and target redevelopment of three buildings in downtown Philippi. The Sunshine Building is one of those three.

We worked with the owner, through Philippi Main Street and the Barbour County Development Authority to develop a tax credit project that included Low Income Housing Tax Credits, Historic Tax Credits and first floor commercial development in the building. We provided guidance and assistance on their historic tax credit application. We also provided a concept sketch following the Secretary of the Interior's Standards in order to meet the requirements for the tax credits. We worked with Woodlands' architect during the construction document phase to insure the final result met the standards. We also consulted with the National Park Service to respond to their comments and questions and provide additional historic documentation for their review. The project was certified by the National Park Service.

Contact/Reference:
Dustin Smith
Woodlands Development Group
1404 North Randolph Ave.
Elkins, WV 26241
(304) 636-6495

Cheryl Wolfe
Barbour Co. Development Authority
33 South Main Street
Philippi, WV 26416
(304) 457-1225



TAX CERTIFICATION PROJECTS

*Palace Furniture
Clarksburg, WV
2019 Completed*



*Elk City Firehouse
Charleston, WV
2019 Completed*



*Prichard Hotel
Huntington, WV
2018 to Present*

