



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 909738

SO Doc Code: CEOI

Procurement Type: Central Purchase Order

SO Dept: 0603

Vendor ID: 000000188640

SO Doc ID: ADJ2200000001

Legal Name: AURORA RESEARCH ASSOCIATES LLC

Published Date: 7/14/21

Alias/DBA: COURTNEY ZIMMERMAN

Close Date: 7/29/21

Total Bid: \$0.00

Close Time: 13:30

Response Date: 07/29/2021

Status: Closed

Response Time: 12:27

Solicitation Description: EOI- Historical Building Surveys

Responded By User ID: czimmerman

Total of Header Attachments: 3

First Name: Courtney

Total of All Attachments: 3

Last Name: Zimmerman

Email: courtney@aurora-llc.com

Phone: 304-685-7410



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 909738
Solicitation Description: EOI- Historical Building Surveys
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2021-07-29 13:30	SR 0603 ESR07292100000000581	1

VENDOR
 000000188640
 AURORA RESEARCH ASSOCIATES LLC

Solicitation Number: CEOI 0603 ADJ2200000001
Total Bid: 0
Response Date: 2021-07-29
Response Time: 12:27:38
Comments:

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EOI- Historical Building Surveys				

Comm Code	Manufacturer	Specification	Model #
81101508			

Commodity Line Comments: Section Four Item 2 of the solicitation documents states that the bid should contain no price or fee information.

Extended Description:

EOI- Historical Building Surveys per the attached documentation.



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

State of West Virginia
 Centralized Expression of Interest
 Architect/Engr

Proc Folder: 909738		Reason for Modification:	
Doc Description: EOI- Historical Building Surveys			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-14	2021-07-29 13:30	CEOI 0603 ADJ2200000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 188640
Vendor Name : Aurora Research Associates LLC
Address :
Street : 1436 Graham Road
City : Silver Lake
State : OH **Country :** United States **Zip :** 44224
Principal Contact : Courtney Fint Zimmerman
Vendor Contact Phone: 304-685-7410 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X *Courtney Fint Zimmerman* **FEIN#** 232-35-0086 **DATE** July 29, 2021

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division, for the agency, the West Virginia Army National Guard, Construction and Facilities Management Office, is soliciting Expressions of Interest from qualified firms to provide professional engineering consulting services to provide historical resources surveys on seven (7) WV Army National Guard facilities, located across, WV, per the attached documentation.

INVOICE TO	SHIP TO
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV 25311 US	ADJUTANT GENERALS OFFICE 1705 COONSKIN DR CHARLESTON WV 25311 US

Line	Comm Ln Desc	Qty	Unit Issue
1	EOI- Historical Building Surveys		

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description:
EOI- Historical Building Surveys per the attached documentation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
ADJ2200000001	Draft	EOI- Historical Building Surveys	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXPRESSION OF INTEREST
CEOI ADJ22*01 - Historic Resources Survey
of Seven West Virginia Army National Guard Facilities

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SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for West Virginia Army National Guard, Construction and Facilities Management Office, Environmental Programs Directorate (“Agency”), from qualified firms to provide architectural/historic resources survey services (“Vendors”) as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide historical resources surveys on seven West Virginia Army National Guard (WVARNG) facilities and to provide recommendations of eligibility for the National Register of Historic Places (NRHP) for each facility. The historic resources surveys must follow the guidelines in the West Virginia State Historic Preservation’s (WVSHPO) *National Register and Architecture/History Survey Manual*. The WVARNG plans to maintain and upgrade these facilities and needs to keep its Planning Resources Infrastructure Development and Evaluation (PRIDE) database up to date with respect to historic resources. West Virginia Historic Property Inventory (HPI) forms will be completed and a final NRHP recommendation will be submitted in a report format.
3. **SCHEDULE OF EVENTS:**

Release of the EOI.....	07/14/2021
Expressions of Interest Opening Date.....	07/29/2021
Estimated Date for Interviews of Three Firms.....	TBD
Price Negotiations Commence with Highest Ranked Firm	TBD

EXPRESSION OF INTEREST
CEOI ADJ22*01 - Historic Resources Survey
of Seven West Virginia Army National Guard Facilities

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

A **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 07/01/2021

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 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: N/A

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

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

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

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

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

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

Revised 07/01/2021

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 a 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 prior to the bid opening date and time identified in Section 7 below, plus 1 (one) convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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 29, 2021 at 1:30 pm

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.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

EXPRESSION OF INTEREST

CEOI ADJ22*01 - Historic Resources Survey of Seven West Virginia Army National Guard Facilities

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Location:** The Agency is located at WVARNG, Joint Forces Headquarters, Construction and Facilities Management Office, Environmental Programs Directorate, 1707 Coonskin Drive, Charleston, WV 25311. Historic Resources Surveys will be completed on the following facilities:

Facility	Construction Date	Square Footage	Address
Clarksburg USARC (54525)	1963	11,579	5 Armory Road, Clarksburg, WV 26301
Clarksburg FMS (54525)	1963	2,530	5 Armory Road, Clarksburg, WV 26301
Point Pleasant RSMS (54B30)	1965	31,186	9194 Ohio River Road, Point Pleasant, WV 25550
Point Pleasant Armory (54B30)	1960	31,183	4194 Ohio River Road, Point Pleasant, WV 25550
Buckhannon USPFO (54A15)	1962	29,138	50 Armory Road, Buckhannon, WV 26201
Buckhannon FMS (54A15)	1962	5,822	50 Armory Road, Buckhannon, WV 26201
Volkstone Training Area	1967	20,000	12450 River Road, Kingwood, WV 26537

- 2. Background:** The Agency is seeking the services of a qualified professional environmental/cultural and historical resources consulting firm to develop and submit Historical Resources Surveys for the seven aforementioned facilities and to ultimately make a determination as to their eligibility for the NRHP. The historic resources surveys must follow the guidelines in the WVSHPO's *National Register and Architecture/History Survey Manual*. The WVARNG must be prepared to maintain, upgrade, refurbish and/or demolish its facilities. As part of the decision making process, the WVARNG must have a determination as to the historic eligibility of these facilities, which may ultimately have an effect on what level of upgrades can occur. The goal of this project is to provide the necessary information to the West Virginia State Historic Preservation Office (WVSHPO) so they can make a final decision as to the historic eligibility of the seven WVARNG facilities.

EXPRESSION OF INTEREST

CEOI ADJ22*01 - Historic Resources Survey of Seven West Virginia Army National Guard Facilities

- 3. Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.
- 4. Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:

 - 4.1. Develop and submit historical resources surveys on seven WVARNG facilities listed in the table and to provide recommendations of eligibility for the National NRHP for each facility. The historic resources surveys must follow the guidelines in the West Virginia State Historic Preservation's (WVSHPO) *National Register and Architecture/History Survey Manual*.
 - 4.2. Prior to initiation of work, the consultant shall meet with the WVARNG Environmental Office to coordinate the work plan, discuss the surveys and review the task objectives. Further meetings may be necessary depending on project variables.
 - 4.3. The consultant will research the individual facilities to determine if they are eligible for listing on the NRHP under criterion a, b, c, and d. Some sources of information could include but are not limited to: occupants of the facilities, local libraries, universities, historic societies, WVDCH archives, etc.
 - 4.4. Perform a records review of historical property use information (topographic maps, aerial photographs, fire insurance maps, existing reports, etc.) Fieldwork, photography, mapping, reporting, and cataloging will be performed in accordance with the *National Register and Architecture/History Survey Manual*.
 - 4.5. Fieldwork for historic resources surveys will also include visiting each facility, photographing historically significant portions and attributes of the facilities for inclusion in a final report. The facilities will be assessed for architectural historical significance and any other criteria that should be assessed on-site. Interviews with current and former personnel at the facilities may also prove helpful in deciding historical significance.

EXPRESSION OF INTEREST

CEOI ADJ22*01 - Historic Resources Survey of Seven West Virginia Army National Guard Facilities

- 4.6 For each facility, the consultant will compile a documentation package that includes photographs and a narrative report. The package will not include blueprints or scaled line drawings, but should include a basic floor plan either provided by WVARNG or a field drawing produced by the consultant.
- 4.7 The consultant will ultimately perform the fieldwork necessary to complete the historic inventory forms, historic resources surveys and any other documentation necessary to satisfy the West Virginia State Historical Preservation Office (WVSHPO) in making an eligibility determination on the seven facilities.

5. Oral Presentations/Interviews: The Agency has the option of requiring oral presentations of three vendors that are determined to be the most qualified to provide the required service. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this EOI. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

- 5.1. **Materials and Information Required at Oral Presentation:**
“Evaluation and Award Process” will be conducted with the three (3) firms selected as the most qualified by the WVARNG-CFMO selection committee. The Committee will schedule the interviews.

The format for the interviews will be a 15-30 minute Power-Point presentation consisting, at a minimum, of the following:

- A) Corporation/Personnel experience as it relates to the project(s)
- B) Proposed project management plan
- C) Key personnel available for the proposed work
- D) Proposed subcontractors
- E) Product quality control
- F) Project cost control

EXPRESSION OF INTEREST
CEOI ADJ22*01 - Historic Resources Survey
of Seven West Virginia Army National Guard Facilities

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

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

EXPRESSION OF INTEREST

CEOI ADJ22*01 - Historic Resources Survey of Seven West Virginia Army National Guard Facilities

- 3.3.3. Rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.

If negotiations are successful, the contract documents will be forwarded to the WV Purchasing Division for review and approval, and then to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, the agency will then commence price negotiations with the second most qualified firm, and so on, until an agreement is reached, or the solicitation is cancelled.

- 3.4. **Three Firm Evaluation Rankings:** The Agency will evaluate the three firms that have been determined most qualified to perform the desired service. The evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- Qualifications and experience (40) Points Possible
- Approach and methodology for meeting Goals and Objectives (20) Points Possible
- Proposed project management, Quality & Cost control plans (20) Points Possible
- Oral interview (20) Points Possible

Total 100

EXPRESSION OF INTEREST
CEOI ADJ22*01 - Historic Resources Survey
of Seven West Virginia Army National Guard Facilities

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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 _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ 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 AIA-B101-2017
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 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 that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

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

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 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.

WV Statutory requirement- WV Code §23-4-2 (Mandolidis)

Please make Insurance Certificate Holder to Read
West Virginia Army National Guard
1707 Coonskin Drive, Charleston, WV 25311

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: 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.

Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. 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
2. 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.

42. 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.

43. 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.

44. 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.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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

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

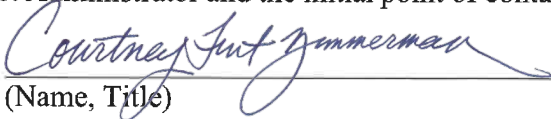
2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings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

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

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

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

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



(Name, Title)
Courtney Fint Zimmerman, owner

(Printed Name and Title)
1436 Graham Road, Silver Lake, OH 44224

(Address)
(304) 685-7410

(Phone Number) / (Fax Number)
Courtney@aurora-llc.com

(email address)

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Aurora Research Associates LLC

(Company)

 Owner

(Authorized Signature) (Representative Name, Title)

Courtney Fint Zimmerman, owner

(Printed Name and Title of Authorized Representative)

July 29, 2021

(Date)

(304) 685-7410

(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Aurora Research Associates LLC

Authorized Signature: *Candace Zimmerman* Date: June 17, 2021

State of Ohio

County of Summit, to-wit:

Taken, subscribed, and sworn to before me this 17 day of June, 2021

My Commission expires 6/17, 2024



MATTHEW F ALOISI
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
06-17-2024
Recorded in
Summit County

NOTARY PUBLIC *[Signature]*
Purchasing Affidavit (Revised 01/19/2018)

EXPRESSION OF INTEREST: HISTORIC RESOURCE SURVEY OF SEVEN WEST VIRGINIA ARMY NATIONAL GUARD FACILITIES



July 29, 2021

Solicitation No. CE01 0603 ADJ2200000001



Prepared for the State of West Virginia Purchasing Division

2019 Washington Street East, Charleston, WV 25305

By Aurora Research Associates LLC

1436 Graham Road, Silver Lake, OH 44224



Proposal: Historic Resource Survey of Seven West Virginia Army National Guard Facilities

SOLICITATION NO. CEOI 0603 ADJ2200000001

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COMPANY PROFILE

Aurora Research Associates, LLC (ARA) has prepared this proposal for the Historic Resource Survey of Seven West Virginia Army National Guard Facilities and will provide project management and architectural/history survey services. ARA is a small woman-owned business with extensive experience in architectural survey, the National Register of Historic Places, and consulting for local, state and federal agencies. ARA was established in 2011 by Courtney Fint Zimmerman and is a certified EDGE firm with the State of Ohio and a Disadvantaged Business Enterprise (DBE) with the Ohio, Pennsylvania and West Virginia Departments of Transportation. ARA provides architectural survey and environmental review services as a consultant for the Ohio and West Virginia Departments of Transportation, West Virginia State Historic Preservation Office, local preservation groups and other clients. ARA has worked on a number of architectural history and survey projects, including the survey of 750 resources in Pleasants, Mason, Jackson, Wayne and Lincoln counties in West Virginia, 2000 coal-related historic resources in McDowell County, West Virginia, 216 resources in Sabraton, Monongalia County and 367 resources in a survey update for the East End National Register Historic District in Charleston.

QUALIFICATIONS AND EXPERIENCE

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

Ms. Zimmerman will be assisted by Sarah Elswick, architectural historian. Ms. Elswick currently works for the National Coal Heritage Area as well as on a project basis for ARA. She has experience researching southern West Virginia's history, conducting historic surveys, and writing historical summaries about historic structures, towns, and counties. She received her undergraduate degree in American Studies from Randolph-Macon Woman's College, a graduate degree in American Studies from The University of Alabama and a Certificate in Historic Preservation from Bucks County Community College. Ms. Elswick assisted ARA with the Coal Heritage Survey Update and East End Historic District Survey Update and has completed over 500 West Virginia Historic Property Inventory Forms.

Résumés of Key Personnel are located in Appendix A.

PROJECT APPROACH AND METHODOLOGY

The West Virginia Purchasing Division on behalf of the West Virginia Army National Guard (WVARNG) is seeking bids to perform an historic resource survey of seven WVARNG facilities located in Clarksburg, Point Pleasant, Buckhannon and Kingwood. Based on the data available on the WVSHPO Interactive GIS Survey Map, limited previous survey has occurred in or around the project sites. The Buckhannon Armory (UP-0412) was previously surveyed in 2008 and was determined eligible for the National Register of Historic Places. The Historic Property Inventory for this property provides some relevant background information regarding the other buildings on the site. In planning the field survey, ARA will coordinate with WVARNG staff to gather relevant background information on each site and to schedule field survey and access.

This project is an intensive-level survey, intended to provide historic context and National Register eligibility evaluation for each property. ARA will conduct the survey using the standards outlined in the most current West Virginia National Register and Architecture/History Survey Manual, published by the WVSHPO.

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

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

These tasks and associated work are further discussed below.

- 1. Project Management.** Aurora Research Associates (ARA) will coordinate project activities with the WVARNG. Management activities include progress updates, communications, scheduling and budget tracking. ARA will assist in coordination efforts between the WVSHPO, other agencies and local governments as necessary. ARA will also conduct training for field surveyors regarding survey methodology for this project, and perform quality control and review of all deliverables, HPI forms and survey documents. This task includes one file search and kick-off meeting with the WVARNG in Charleston, West Virginia or other location as preferred by the client.
- 2. Field Survey.** ARA will conduct an historic resource survey of seven properties in Clarksburg, Buckhannon, Point Pleasant and Kingwood as specified in the CEOI solicitation document. The field survey is expected to take 2 days. Survey dates and access will be coordinated with the WVARNG. The survey team will consist of two (2) surveyors working together in the field. Qualified surveyors will be managed and their work reviewed by Ms. Zimmerman, project manager. Surveyors will utilize mobile tablet devices with custom-designed database applications to record properties in the field. The database will be provided to the WVARNG and WVSHPO upon completion of the project. Architectural information including materials, significant features, alterations and additions will be collected for each resource and any associated outbuildings. A variety of photographs will be taken for each resource, including a three-quarter view showing the main elevation. Streetscape and vicinity photographs will be taken as appropriate. Photographs will be provided electronically on CD-R media with file names corresponding to the WVSHPO survey number.

3. **Historic Property Inventory Forms.** ARA will complete research and write historic contexts for each site to provide sufficient context for National Register eligibility evaluation, using available primary and secondary source information, including published and online histories, oral interviews, historic maps and historic photographs. The project team will complete at least seven (7) standard West Virginia HPI forms at an intensive survey level for each surveyed resource in the project area, using the most recent draft of the “West Virginia National Register and Architecture/History Survey Manual” issued by the WVSHPO. Additional HPI forms may be completed for associated buildings on each site. Each form will be completed as fully as possible, including materials, UTM NAD83 coordinates, photograph, map, setting, narrative description, alterations, additions, outbuildings and statement of significance. any significant facts about the property, integrity evaluation and National Register eligibility recommendation. HPIs will be provided in hard copy and electronically as individual PDF files using the assigned WVSHPO survey number as filename. Drafts will be submitted for review in electronic form prior to finalization.
4. **Mapping.** ARA will provide United States Geological Survey (USGS) topographical mapping for the project using Geographic Information Systems (GIS). Maps will include the location of each surveyed property, survey number, name of county and quadrangle name. Maps will be provided as part of the HPI forms, survey reports, electronically and as GIS shapefiles.
5. **Survey Report.** ARA will prepare a survey report/documentation package for each property, including summary of the properties surveyed, historic context, survey methodology, description of property type, eligibility recommendations and other general findings. The survey reports will be provided in hard copy and electronic format to the WVARNG, WVSHPO and any additional organizations as requested.

PROJECT MANAGEMENT, QUALITY AND COST CONTROL

ARA has extensive experience conducting historic resource surveys in West Virginia with scopes ranging from a handful to thousands of structures. We have a longstanding working relationship with the WVSHPO and are aware of the agency’s standards and requirements for historic resource surveys and National Register evaluations, as well as invoicing and reporting requirements. This allows us to conduct projects with the confidence that our deliverables and recommendations will proceed through the review process with minimal delays. We also employ the use of mobile technology, developed in-house and customized for each project, to streamline our field survey, in-office inventory form completion and GIS mapping, saving time and allowing us to keep survey data organized. As a small business, we offer personal attention to every aspect of our projects with flexibility, responsiveness, and minimal overhead.

RELEVANT PROJECT SUMMARIES AND REFERENCES

West Virginia School for the Colored Deaf and Blind National Register Nomination (2019)

ARA provided Section 106 survey and consultation as a subconsultant for Terradon, Inc., for WVSVU’s renovation of the F. Ray Power office buildings, a 1970s-era structure that formerly served the West Virginia Rehabilitation Institute. The former West Virginia School for the Colored Deaf and Blind, constructed in 1926, is located adjacent to the F. Ray Power Building, as well as structures associated with the school and its later use as the Rehabilitation Institute. ARA surveyed and evaluated these structures and found the original 1926 Neoclassical school building eligible for the National Register of Historic Places. ARA later completed the National Register nomination *pro bono* as a project for intern Sarah Elswick. The property is significant under Criterion A for educational and ethnic history and listing was approved by the WV State Archives and History



Commission in September 2019. Contact: Dr. Jose Toledo, West Virginia State University,
toledoju@wvstateu.edu, (304) 766-4245

East End National Register Historic District Survey Update, Kanawha County, West Virginia (2018-19)

ARA was selected by the Charleston Historic Landmarks Commission to conduct a survey update for the East End Historic District, which was originally surveyed in 1975 and listed in 1978. The survey was intended to document important features and integrity of contributing resources to the historic district in order to facilitate the creation of design review guidelines. The survey included completely updated HPI forms for over 350 properties primarily consisting of early 20th-century single family dwellings. ARA's surveyed wrote detailed narrative descriptions for each resource and provided National Register significance and integrity evaluations consistent with current standards. The survey was completed on schedule and resulted in a finding of nearly every original contributing resource retaining integrity. Contact: Lori Brannon, City of Charleston, lori.brannon@cityofcharleston.org, (304)348-8105

District 1 Headquarters Charleston Warehouse District Survey Update, Kanawha County, West Virginia (2016-2017)

As part of the mitigation for the redevelopment of West Virginia Division of Highways District 1 Headquarters, ARA conducted a survey update for the Charleston Warehouse District along Smith Street, Piedmont Road, and adjacent streets in downtown Charleston. ARA authored new HPIs for 110 commercial, industrial and residential properties within the survey area, and prepared a final survey report including historic context and eligibility recommendations. Seven properties were recommended as potential individual National Register listings, and 32 were recommended eligible as part of a Warehouse and Industrial Multiple Property Listing. Appendix B contains samples of work performed by ARA for this project, including the survey report, mapping, resource index excerpt, photographs and ten HPI forms representing a cross-section of property types within the survey. Contact: Ms. Sondra Mullins, West Virginia Division of Highways Environmental Section, Sondra.l.mullins@wv.gov, (304) 558-9487

See Appendix B for additional Project Summaries.

APPENDIX A
RESUMES OF KEY PERSONNEL



BIOGRAPHY

Ms. Zimmerman is an architectural historian and licensed professional engineer with 17 years of experience. Since founding Aurora Research Associates, LLC in 2011, Ms. Zimmerman has provided historic preservation consulting, National Register of Historic Places research, Section 106/4(f) review, architectural history field survey, and environmental services for clients including state and local government, A/E firms and preservation organizations. Ms. Zimmerman has multidisciplinary experience in cultural and natural resources and structural/civil engineering. She has overseen the survey and National Register evaluation of thousands of historic resources and is skilled at working with a diverse array of stakeholders including government agencies, clients, the public, property owners and consultant teams.

EDUCATION

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

PROFESSIONAL QUALIFICATIONS

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

EXPERIENCE AND SKILLS

- Section 106 Review /Section 4(f) Analysis
- Architectural Resource Surveys
- Public Involvement
- SHPO Coordination
- NEPA CE and EA documents
- Geographic Information System

PROJECT HIGHLIGHTS

Owner/Architectural Historian, Aurora Research Associates, LLC

- **City of Cleveland Storefront Renovation Program, Cleveland, OH, 2020-21.** Client: City of Cleveland. Assisted CDBG-funded storefront renovation program, including seeking out potential building owner applicants, assisting with applications, drafting agreements, providing renovation project resources and preparing grant rebate documentation.
- **Western PA Community Survey, Beaver County, PA, 2020.** Client: ASC Group/PA SHPO. Surveyed 500+ properties in commercial areas of 5 communities using ArcGIS Survey123 application and conducted historic research at the Heinz History Center and a number of local libraries and historical societies.
- **Gorge Dam Removal Section 106 Review, Akron, OH, 2018-19.** Client: Summit Metroparks. Surveyed Gorge Metro Park for historic resources and authored Determination of Effects report for the removal of 100-year-old dam, the last to be removed from the Cuyahoga River.
- **West Virginia Division of Highways Cultural Resources Consultant.** Client: West Virginia Division of Highways. One of multiple firms selected to provide cultural resource environmental services as needed, including Section 106 and 4-f review, memoranda of agreement, public involvement, mitigation and NEPA clearance for highway and bridge projects throughout WV.
- **Sabraton Neighborhood Historic Resource Survey, Morgantown, WV, 2018-2019.** Client: Morgantown Historic Landmarks Commission. Managed survey of approximately 200 historic resources in partnership with WVU Historic Preservation course students. Provided training and review for students' survey and surveyed 100 additional properties.

- **Charleston East End Historic District Survey Update, Charleston, WV, 2018-2019.** Client: Charleston Historic Landmarks Commission. Surveyed approximately 400 resources within existing National Register Historic District, including detailed narrative descriptions and evaluation of contributing status.
- **Reconnaissance Historic Resource Survey, Pleasants, Mason, Jackson, Lincoln and Wayne Counties, WV, 2016-2017.** Client: West Virginia State Historic Preservation Office. Led 3-person team in survey of 750 resources across five counties. Managed all aspects of project including scope, field survey methodology, schedule, and survey report. Developed iPad app for historic resource surveys.
- **Coal Heritage Survey Update, McDowell County, WV, 2016-2018.** Client: West Virginia Division of Highways (Transportation Enhancement Grant). Planned and managed survey of over 2,000 historic coal-related resources previously surveyed in 1991. Hired and led team of 7 in the field. Coordinated completion and review of Historic Property Inventory (HPI) forms and survey report.
- **Robinson Grand Theater Renovation Section 106 Review, Clarksburg, WV, 2014-16.** Client: WYK Associates. Coordinator of Section 106 review for restoration of historic theater receiving USDA Rural Development funding, including historic research, report preparation, agency coordination and public involvement.
- **Thomas, WV Walking Tour, Tucker Co., WV; 2011-12.** Client: Tucker County Historic Landmark Commission. Partner: Digital Relativity (web design/programming and graphic design). Researched and prepared content for self-guided walking tour brochure and website of 40+ resource historic district.
- **National Register of Historic Places Nominations.** Authored the following: Jackson's Mill State 4-H Camp (Lewis Co., 2004); Camp Caesar (Webster Co., 2009); Capon Lake Whipple Truss (Hampshire Co., 2011); Winfield Toll Bridge (Putnam Co., 2011); Valley View (Hampshire Co., 2012); Springfield Brick House (Hampshire Co., 2013); Brookside Historic District (Preston Co., 2013); Beverly Historic District Boundary Expansion (Randolph Co., 2014)

Architectural Historian, West Virginia Division of Highways Environmental Section 2005-2011

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

Structural Engineer, Robert Silman Associates, Washington, DC 2003-2005

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

Sarah Elizabeth Elswick

405 Mountain View Drive

Bluefield, VA 24605

205.344.3885

seelswick@gmail.com

Qualifications

- Seven years' experience conducting historical research on-line and at local, regional, and state libraries and archives
- Wrote historical summaries and selected photographs for 36 interpretive signs
- Conducted comprehensive historic surveys and Section 106 Reviews in southern West Virginia
- Authored National Register of Historic Places nominations for the West Virginia Schools for the Colored Deaf and Blind and West Virginia State University Faculty House Historic District
- Meets the Secretary of the Interior's Standards for Architectural Historians

Employment and Internships

Tourism Specialist: National Coal Heritage Area

August 2013 to present

- Conducted historical research on-line and at local, regional, and state archives and libraries
- Gathered primary and secondary source documents about the glass industry, Prince Amtrak Station, Chesapeake & Ohio Railroad, Norfolk & Western Railroad, Eccles Mine Disasters, Mercer County, Summers County, and McDowell County
- Prepared a West Virginia Historic Property Inventory Form and National Registry of Historic Places Nomination for the Prince Amtrak Station
- Wrote 36 historical summaries and selected photographs resulting in nine interpretive wayside signs in Summers County, fifteen signs in McDowell County, two signs in Raleigh County, eight signs in Mercer County, and two in Cabell County
- Described and photographed sites for nine wayside signs resulting in an approved Section 106 Review
- Documented headstones at the Harlem Heights Cemetery in Oak Hill, West Virginia
- Photographed homes and commercial buildings designed by Bluefield architect Alex Mahood using DSLR digital camera
- Member of Preservation Alliance of West Virginia's 2020 Statewide Historic Preservation Conference planning committee
- Provided technical assistance to individuals interested in restoring a local cemetery
- Designed and distributed a promotional brochure for the 2015 Youth Arts in the Park in Bramwell
- Coordinated and promoted the 2015 Youth Arts in the Park Festival and the 2018 and 2019 Coal Mining Heritage Festival
- Participated in restoring the Miners' Memorial in Mount Hope
- Wrote promotional articles and event announcements that were published in local newspapers
- Promoted the National Coal Heritage Area's mission of preserving, interpreting, and promoting the region's rich coal history and culture on social media platforms
- Managed the Bramwell Train Depot Interpretive Center's gift shop, museum, and art gallery

- Provided visitor center support by greeting guests, answering questions, providing information about historic sites, and selling merchandise
- Prepared purchase orders for merchandise and office supplies

GIS Intern: City of Bluefield Economic Development Authority January 2021-present

- Created a GIS Story Map of historic resources in Bluefield, West Virginia
- Selected historic commercial buildings, residences, schools, and athletic venues for the virtual tour
- Conducted historical research about the development of Bluefield, prominent citizens, and historic resources online and at the Eastern Regional Coal Archives
- Wrote 33 historical summaries about the selected resources
- Selected blue prints and historic photographs from the Eastern Regional Coal Archives
- Photographed 30 buildings, residences, athletic venues, and streetscapes using a Canon DSLR digital camera
- Downloaded historic topographic maps from the United State Geological Survey website and additional maps from the West Virginia GIS Technical Center

Architectural Historian, Aurora Research Associates, LLC March 2020 to present

- Served as an independent contractor for a comprehensive survey of West Virginia State University
- Surveyed 50 structures on the campus of West Virginia State University and the town of Institute
- Photographed structures and campus views using a Canon DSLR camera
- Conducted research about West Virginia State University, Public Works Administration, and architect John C. Norman, Sr.
- Evaluated each structure for potential eligibility on the National Register of Historic Places
- Wrote architectural descriptions for each structure
- Completed 50 West Virginia Historic Property Inventory Forms
- Contributed historical information and a chart of major construction to the historic context
- Wrote a National Register of Historic Places nomination for the WVSU Faculty House Historic District

Architectural Historian, Intern: Aurora Research Associates, LLC October 2018 to July 2019

- Surveyed properties for two bridge replacement projects for the West Virginia Division of Highways
- Identified and evaluated structures for possible listing on the National Register of Historic Places
- Surveyed and photographed 178 residences and commercial structures in the East End Historic District for the Charleston Historic Landmarks Commission
- Used WV State Historic Preservation Office Map Viewer to determine UTM coordinates and quadrangle names
- Identified significant architectural details and wrote property descriptions for each property
- Evaluated and identified structures as contributing or noncontributing resources
- Researched the West Virginia School for the Colored Deaf and Blind at the West Virginia State University archives, local libraries, and online
- Prepared a National Register of Historic Places nomination for the West Virginia School for the Colored Deaf and Blind
- Presented the nomination at the West Virginia Department of Arts, Culture and History Fall meeting

Architectural Historian: Aurora Research Associates, LLC November 2016 to December 2017

- Member of a seven-person team who updated the 1991 Coal Heritage Survey of historic structures in McDowell County for the West Virginia Division of Highways
- Surveyed over 200 buildings using a FileMaker Pro database with the West Virginia Historic Property Inventory Forms
- Photographed over 200 homes, buildings, and streetscapes using a Canon DSLR digital camera
- Identified, evaluated, and recommended eligible structures for listing on the National Register of Historic Places
- Conducted historical research on four communities in McDowell County
- Completed 299 West Virginia Historic Property Inventory Forms

AmeriCorps VISTA, Community & Economic Development Coordinator, Mercer and Summers Counties: New River Gorge Regional Development Authority February 2011–July 2013

- Created the Adopt a Window program to fill vacant storefronts resulting in the beautification of downtown Hinton
- Created the Summers County Dilapidated Structures program
- Identified, photographed, and wrote property descriptions for thirty dilapidated structures resulting in the Dilapidated Structures Properties List
- Scheduled monthly meetings and wrote agendas, public notices, and meeting minutes for the Summers County Dilapidated Structures Committee
- Documented over 200 individuals buried at the Historic Oak Hill Cemetery near Bramwell
- Made presentations to civic organizations and students about “The Summit,” Beautification Toolkit, and the Reaching the Summit Community Service Initiative
- Recruited 9 volunteers for the 9-11 Day of Service and Remembrance service project at the Oak Hill Cemetery and RTSCSI Mercer County demo project at the Bluefield City Park
- Coordinated the inaugural Mountain Pride Litter Sweep in Mercer and Summers counties resulting in the beautification of major roadways and riverbanks
- Recruited over 200 volunteers who picked up 12 tons of trash and collected 130 tires
- Created three litter sweep brochures and two posters using Microsoft Publisher that were distributed to residents in seven counties

Education

Certificate in Geographic Information Systems Mountain Empire Community College	Anticipated May 2021
Certificate in Historic Preservation Bucks County Community College	August 2019
Master of Art in American Studies The University of Alabama	December 2007
Virginia Teaching Certification in 6-12 Social Studies and History Bluefield College	May 2005

Additional Education, Training, and Conferences

- Chamber of Commerce of the Two Virginias Adult Leadership Class, 2019
- Virginia Association for Mapping and Information Systems, Virginia GIS Conference, 2017
- National Preservation Institute Seminars, Section 106 Review and Emerging Technologies for Cultural Resources
- West Virginia State Historic Preservation Office, How to Write National Registry of Historic Places Nominations, and preservation grants and tax incentives workshops
- Virginia Department of Historic Resources, Cemetery Documentation and Conservation workshop
- Greenbrier County Historical Society, How to Clean Headstones workshop
- Raleigh County Historical Society, Graveyard Restoration
- Preservation Alliance of West Virginia, 2012 Statewide Preservation Conference
- Main Street West Virginia, workshop discussing preservation grants & tax incentives, fundraising, revitalizing downtowns, and Brownfields
- United States Department of Agriculture, 6-day SET (Stronger Economies Together) Training
- West Virginia Center for Civic Life, 2-day workshop discussing how to organize community dialogue initiatives and moderate community discussions

APPENDIX B
ADDITIONAL PROJECT SUMMARIES



Project Summary



Architectural history survey update of over 200 properties and National Register nomination amendment and boundary expansion

Beverly Historic District

Location

Beverly, Randolph County
West Virginia

Client

Beverly Historic Landmarks
Commission

Scope of Work

Architectural survey
update and National
Register Amendment

Date

2013-2014

Reference Contact:

Ms. Phyllis Baxter
(304)642-7427
phyllisb@meer.net

Beverly, West Virginia was first settled in 1753 and served as the county seat of Randolph County from 1808-1899. Its location on the Staunton and Parkersburg Turnpike made the town a regional center of commerce and a strategic location in the Civil War. The town was listed in the National Register of Historic Places in 1980. The Beverly Historic Landmarks Commission received a grant from the State Historic Preservation Office to update the architectural survey of the town and to prepare a boundary expansion amendment to include a larger portion of the town.

ARA created an architectural survey database application for mobile devices and used it to complete new Historic Property Inventory forms

for over 200 structures. ARA also rewrote the National Register nomination in its entirety with a boundary increase to include over twice the number of contributing resources. ARA prepared a variety of maps using Geographic Information Systems, including resource maps and progressive maps showing Beverly's development over time. ARA presented the survey results and National Register amendment at a public meeting and to the WV Archives and History Commission. The amendment and boundary increase was approved by the National Park Service on December 16, 2014.

AURORA RESEARCH ASSOCIATES LLC PHONE
1436 Graham Road (304) 685-7410
Silver Lake, OH 44224

WEB
www.aurora-llc.com



Project Summary



Gorge Dam Removal

Location

Gorge Metro Park
Cuyahoga Falls/ City of Akron, Summit County, Ohio

Client

Summit Metro Parks

Scope of Work

Section 106 survey and coordination

Date

2018-2019

Architecture/History Survey and Section 106 Review for the removal of 1913 dam

The Gorge Dam was constructed over the "Big Falls" of the Cuyahoga River in 1913. The falls and dramatic caves and rock formations of the surrounding Gorge had long been a local tourist destination. The Gorge was the site of early amusement parks from 1879 through the late 1920s, when it was acquired and converted to a public park by the City of Akron. The dam ceased power-related operations in 1991.

Summit Metro Parks (SMP) began exploring removal of the dam around 2010 in order to restore and improve the quality of the Cuyahoga River. Aurora Research Associates was contracted by SMP to conduct an historic resource survey and determine the possible effects of dam removal on any historic resources. ARA prepared Ohio Historic Preservation Office Inventory Forms for 12 historic

resources, authored an historic context, National Register evaluation and Determination of Effects report, and co-presented with SMP at a public meeting attended by over 200 local residents. The OHPO concurred with ARA/SMP's recommendation that the dam is not eligible for the National Register and its removal does not constitute an adverse effect.



19th Century Gorge Visitor

AURORA RESEARCH ASSOCIATES LLC PHONE
1436 Graham Road (304) 685-7410
Silver Lake, OH 44224

WEB
www.aurora-llc.com



Project Summary



Roberson Grand Performing Arts Center

Location

Clarksburg, Harrison County
West Virginia

Client

WYK Associates, Inc.
City of Clarksburg

Scope of Work

Section 106 review and
coordination

Date

2014-2016

Section 106 Review and Coordination for the rehabilitation of an historic theater in Clarksburg, West Virginia

The Roberson Grand Theatre was built in 1913, 1927 and 1939 and is a contributing resource to the Clarksburg Downtown Historic District, listed in the National Register of Historic Places in 1982. The Theatre was acquired by the City of Clarksburg (the City) in 2014 after lying vacant for many years. The City plans to renovate the building for use as a theatre and community cultural center and is partially funding the project with a United States Department of Agriculture (USDA) Rural Development loan. Due to the use of federal funds on a National Register-listed property, the project is subject to review under Section 106 of the National Historic Preservation Act.

Aurora Research Associates was subcontracted by WYK Architects to provide cultural resource environmental clearance for the project. ARA researched and authored an extensive history of the building to serve as a context for evaluating significance of specific features. ARA also surveyed adjacent properties to determine the effect of the project. ARA worked with the WV State Historic Preservation Office staff and the design team to identify and preserve the theater's key historic features, resulting in a finding of No Adverse Effect. ARA worked with a number of stakeholders including the client, city government, USDA and the public to facilitate the preservation of this regional landmark.

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VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Application is made for reciprocal preference.

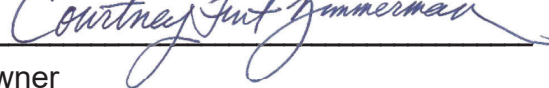
- Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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

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

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

Bidder: Aurora Research Associates LLC

Signed: 

Date: June 17, 2021

Title: Owner