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Header 1

List View

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

Procurement Folder: 1993396

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: HATFIELD ARCHITECTS PLLC

Alias/DBA:

Total Bid: \$0.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CEOI

SO Dept: 0603

SO Doc ID: ADJ2600000007

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Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1



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: 1993396
Solicitation Description: EOI Combined Support Maintenance Shop Exhaust System Repairs
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2026-07-01 13:30	SR 0603 ESR07012600000000024	1

VENDOR
 VS0000051603
 HATFIELD ARCHITECTS PLLC

Solicitation Number: CEOI 0603 ADJ2600000007
Total Bid: 0
Response Date: 2026-07-01
Response Time: 12:15:32
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	Combined Support Maintenance Shop Exhaust System Repairs				

Comm Code	Manufacturer	Specification	Model #
81101508			

Commodity Line Comments:

Extended Description:

To provide professional design services to develop construction documents for a failing exhaust system located at the, Combined Support Maintenance Shop in Eleanor, WV.

EXPRESSION OF INTEREST



West Virginia Army National Guard Combined Support Maintenance Shop (CSMS)

Vehicle Exhaust System Repairs

Combined Support Maintenance Shop | Eleanor, Putnam County, West Virginia

Submitted To:

WV Army National Guard
Construction & Facilities Management Office
c/o WV Purchasing Division
2019 Washington Street E, Charleston, WV 25305

Solicitation Information

Solicitation No.: CEOI 0603 ADJ2600000007
Proc Folder: 1993396
Buyer: David H. Pauline
Submission Deadline: July 1, 2026, 1:30 PM



PROJECT TEAM

Hatfield Architects, PLLC — Prime Consultant
Harper Engineering, PLLC — Mechanical, Electrical, Plumbing & Fire Protection
Covenant Ridge Group, Inc. (CRG) — Construction Administration, Cost Estimating & Constructability

Submission Date: July 1, 2026

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I TRANSMITTAL LETTER

July 1, 2026

West Virginia Army National Guard
Construction & Facilities Management Office
c/o WV Purchasing Division
2019 Washington Street East
Charleston, WV 25305

RE: Expression of Interest — Combined Support Maintenance Shop (CSMS) Vehicle Exhaust System Repairs, Eleanor, WV
Solicitation No.: CEOI 0603 ADJ260000007

Dear Selection Committee,

Hatfield Architects, PLLC is pleased to submit this Expression of Interest to the West Virginia Army National Guard, Construction and Facilities Management Office, for professional architectural and engineering services to inspect, evaluate, design, and provide construction bid documents and administration for repairs to the failing vehicle exhaust system serving the maintenance bay at the Combined Support Maintenance Shop (CSMS) in Eleanor, West Virginia.

Our team is assembled entirely from experienced West Virginia firms with a strong shared project history. Hatfield Architects, PLLC serves as Prime Consultant and Architect of Record. Harper Engineering, PLLC — our lead mechanical, electrical, plumbing, and fire protection engineering partner — brings specific expertise in vehicle exhaust extraction, source-capture ventilation, and maintenance-bay air quality systems, including direct experience designing apparatus-bay exhaust systems for fire stations and ventilation for transportation and institutional facilities across West Virginia. Covenant Ridge Group, Inc. (CRG), based in Beckley, provides construction administration, scheduling, independent cost estimating, and constructability support.

We understand that the existing underground exhaust system serving the CSMS maintenance bay is failing, and that the Agency requires a complete inspection to determine where and why the system is failing, followed by a design fix that restores safe, code-compliant vehicle exhaust ventilation. Our approach is centered on an investigation-first methodology: thorough field inspection and diagnosis of the underground system, owner-focused communication, code- and budget-compliant design with cost-effective energy-conserving features, and competent construction administration through project completion. We further understand that this contract will be negotiated for the full scope but awarded in two phases — Phase 1 for Type A (Investigative) and Type B (Design) services, and Phase 2 for Type C (Construction Administration / SIOH) services added by change order once the construction contract is awarded.

Hatfield Architects, PLLC is licensed to practice architecture in West Virginia. No organizational conflicts of interest exist with the West Virginia Army National Guard, the Adjutant General's Office, or any relevant parties. Our team is prepared to respond immediately upon selection and to present at an oral interview if selected as a finalist. The person authorized by this firm to negotiate a contract with the Agency is Jeremiah Hatfield, AIA, NCARB (National Council of Architects Registration Board).

Respectfully submitted,

Jeremiah Hatfield, AIA, NCARB

Principal Architect | Hatfield Architects, PLLC | Prime Consultant, Architect of Record
10 Thomas Drive, Hurricane, WV 25526
Phone: (304) 767-4866 | Email: jhatfieldarchitect@gmail.com
www.hatfieldarchitects.com

Submission Date: July 1, 2026

II FIRM OVERVIEW | PROJECT TEAM AND AVAILABILITY

Firm	Hatfield Architects, PLLC Licensed Architectural Firm, State of West Virginia
Principal	Jeremiah Hatfield, AIA, NCARB 10 Thomas Drive, Hurricane, WV 25526
Service Area	Charleston Metro Central West Virginia WV Statewide
Sectors	Governmental, Federal/Military, Commercial, Healthcare, Education, Hospitality, Multi-Family, Public Works

Principal Architect of Hatfield Architects, PLLC, Jeremiah Hatfield has over 21 years of design experience across a wide range of facility types, including governmental, federal/military, educational, commercial, and healthcare projects. His skillsets include CAD, REVIT, BIM, AIA Contract Documents, code review, ADA/Accessible design, and all phases of design from prebid through construction administration and project closeout. Jeremiah coordinates all design work with engineering professionals and manages plan review with the WV State Fire Marshal's office and all authorities having jurisdiction.

Hatfield Architects, PLLC is a full-service West Virginia architectural firm experienced in existing-facility evaluations, system repairs and replacements, and improvements to occupied operational facilities — capabilities directly applicable to the CSMS vehicle exhaust system repair project. The firm has experience with governmental facility design, public-owner communication, military and federal facility conventions, and coordination with the WV Purchasing Division on state contract delivery, including the two-phase Type A / B / C contracting structure governing this solicitation.

Project Team

Role	Firm Location	Key Personnel	Credentials
Prime Consultant Architect of Record	Hatfield Architects, PLLC Hurricane, WV	Jeremiah Hatfield Jennifer Whittington	NCARB Licensed Architect, WV Office Administrator
Systems Engineer Mechanical / Ventilation Electrical Fire Protection	Harper Engineering, PLLC Saint Albans, WV	Jason E. Harper, P.E. Kevin M. King, P.E. Joni Winkler	Professional Engineer — WV, KY, PA, OH, VA WV Master Electrician ASHRAE NFPA Office Administrator
Program Manager Construction Admin	Covenant Ridge Group, Inc. Beckley, WV	Martin Pierce Jessica Ellis	Principal Construction Administrator 22+ Years Experience Office Administrator

Members of all three firms have worked together on multiple successful capital projects across West Virginia. All key personnel are available to commence work immediately upon selection.

Submission Date: July 1, 2026

Jeremiah J. Hatfield, AIA, NCARB

Prime Consultant | Architect | Project Manager
Hatfield Architects, PLLC | Hurricane, West Virginia



Jeremiah has led and delivered many similar large-scale industrial and capital-funded projects throughout WV, with direct experience with governmental, state public and privately funded projects. He is experienced with AIA contract documents and maintains working knowledge of state building code and fire code requirements, including submission review with authorities having jurisdiction such as flood plain managers and the West Virginia State Fire Marshals Office and local and state code officials and project management.

His technical skillset includes Building Information Modeling (BIM), CAD, REVIT, and comprehensive Project Management — from schematic design through construction administration, project completion, and closeout.

Qualifications:

- 21 years architectural design experience
- Licensed Architect in WV and NCARB reciprocity
- Project Management and AIA Contract document expertise
- Bachelors of Architecture from Louisiana State University

Project Experience:

- Homeland Security Project, Charleston, WV
- Homeland Security Projects, Poca, WV
- Fayette County Schools, Multiple projects Wayne County Schools, Multiple projects
- Mason County Schools, Security Entrances Designs for 4 schools
- Wyoming County Schools, Security Entrance Designs for 3 schools

Architectural Firm Experience:

- Adkins Design, 2009 thru 2022
- McKinley Architecture and Engineering, 2022 thru 2025
- Hatfield Architects, 2025 thru Present

References:

- Sam Preston, Senior Electrician of Maintenance for Wayne County Schools, Phone (304)730-4502
- John James, Geotechnical Engineer, Phone (304)415-2538
- Chad Edwards, Licensed Electrician and Commercial Building Developer, Phone (304)687-6900

Submission Date: July 1, 2026

III DESIGN AND ENGINEERING EXPERIENCE — VEHICLE EXHAUST & VENTILATION

Vehicle Exhaust, Maintenance-Bay Ventilation & Governmental Mechanical Experience

Harper Engineering, PLLC serves as our lead mechanical and systems engineering partner. Jason E. Harper, P.E. has 23 years of HVAC, mechanical, electrical, plumbing, and fire protection design experience, including direct expertise in source-capture vehicle exhaust extraction, maintenance- and apparatus-bay ventilation, makeup air, and combustion-byproduct (CO / NO₂ / diesel particulate) control. The firm's portfolio includes fire stations with apparatus-bay exhaust systems, transportation facilities, schools, healthcare facilities, and governmental buildings across West Virginia — providing the institutional knowledge necessary to diagnose and correct the failing underground exhaust system at the CSMS in Eleanor.

Relevant Mechanical & Ventilation Projects — Harper Engineering, PLLC

Project	Scope & Relevance
South Charleston Fire Stations	Apparatus-bay design including vehicle exhaust extraction and ventilation — the closest direct analog to a maintenance-bay vehicle exhaust system
Lewis County Transportation Facility	Vehicle service/transportation facility — ventilation, mechanical, and electrical systems for a vehicle maintenance environment
WV Department of Highways — SRC Office, Weigh Stations, Highway Lighting	Statewide DOH facilities — vehicle-oriented public-works environments, mechanical and electrical systems
HVAC Renovations — Tucker County High School	Full mechanical/ventilation system renovation and equipment replacement in an occupied institutional facility
HVAC Renovations — Upshur County Elementary Schools	Multi-building ventilation renovation — systems assessment, specifications, construction documents, and administration
Chapmanville Intermediate School	New construction MEP — complex ventilation and air-quality systems
WV International Yeager Airport	Large-scale ventilation, mechanical, and building automation systems for a governmental facility
W. Kent Carper Justice and Public Safety Complex	Complex governmental MEP — mechanical, electrical, ventilation, and life-safety systems

Governmental & Public-Facility Design — Hatfield Architects, PLLC

Hatfield Architects brings direct experience in governmental facility design and occupied-facility renovation across West Virginia, including coordination with the WV Purchasing Division and state and federal agency clients. Projects have included detention facilities, administrative buildings, educational facilities, and emergency-service facilities — each requiring code compliance, ADA coordination, and multi-discipline systems integration applicable to the CSMS exhaust scope.

Construction Administration & Program Controls — CRG

Covenant Ridge Group contributes construction-phase accountability, independent cost estimating, and constructability review across governmental facilities and occupied-facility renovations — directly applicable to the CSMS scope, the underground utility coordination it requires, and the owner-coordination demands of an active National Guard maintenance facility.

IV HARPER ENGINEERING, PLLC — SYSTEMS INTEGRATION

Firm	Harper Engineering, PLLC Saint Albans, West Virginia (304) 722-3602
Role	Lead Engineering — Mechanical (Ventilation), Electrical, Plumbing, Fire Protection
Kevin M. King, P.E.	Professional Engineer (WV, KY, PA, OH, VA) WV Master Electrician 21 yrs electrical design + 15 yrs construction/maintenance experience BS Electrical Engineering — WVU Tech BS Computer Science — Bluefield State
Jason E. Harper, P.E.	Professional Engineer (WV) ASHRAE NFPA 23 yrs design experience — HVAC, Mechanical, Plumbing, Fire Alarm BS Mechanical Engineering — WVU Tech
Staff Depth	100+ years combined experience BIM Level 350 coordination capability

Harper Engineering provides comprehensive mechanical, electrical, plumbing, and fire protection engineering for institutional, governmental, commercial, and public-facility projects across West Virginia. The firm's staff has over 100 years of combined experience and utilizes BIM Level 350 coordination to produce accurate system designs with minimal change orders during construction. For the CSMS Vehicle Exhaust System Repairs project, Harper Engineering will lead the underground exhaust system inspection and diagnosis, the design fix, equipment specification, construction documents, and construction administration support.

Discipline Capabilities — CSMS Exhaust System Project

Discipline	Project-Relevant Capabilities
Mechanical / Ventilation	Inspection and diagnosis of the failing underground exhaust system; design of source-capture vehicle exhaust extraction, makeup air, and maintenance-bay ventilation; airflow and capture-velocity calculations; energy-conserving design
Vehicle Exhaust Systems	Source-capture / tailpipe extraction design, underground vs. overhead routing alternatives, duct sizing and material selection, CO / NO ₂ / diesel-particulate detection and interlocked controls per IMC and NFPA 30A
Electrical Systems	Power distribution, fan and equipment connections, controls and interlocks, detection/alarm power, and utility coordination for the exhaust system
Plumbing / Civil Interface	Condensate, drainage, and underground utility coordination at the exhaust trench; interface with existing slab and below-grade conditions
Fire Protection	Sprinkler review and modification as required by equipment placement; NFPA 72 detection coordination; garage/repair-occupancy code compliance
BIM Coordination	Level 350 BIM for accurate multi-discipline coordination — reduces field conflicts and change orders during construction

Harper Engineering's Statement of Qualifications and key personnel resumes for Jason E. Harper, P.E. and Kevin M. King, P.E. follow on the next three pages.



Harper
Engineering

Mechanical, Electrical, and Plumbing Engineering

QUALIFICATIONS STATEMENT

Harper Engineering, PLLC has the talent and resources to provide quality mechanical, electrical, and plumbing design. Our staff utilizes the latest building information modeling (BIM) software to provide the accurate system designs with minimal change orders during construction.

Our goal is to design optimized systems that meet all of our client's performance, energy use, and budgetary needs.

The staff at Harper Engineering, PLLC has over 100 years of experience working with clients in a variety of fields including, but not limited to, K-12 schools, hospitals, offices, airports, manufacturing, multi-family housing, and Design/Build.

The following is a partial listing of projects that demonstrate Harper Engineering's mechanical, electrical, and plumbing design experience:

- West Virginia International Yeager Airport
- Greenbrier Airport
- South Charleston Fire Stations
- Chapmanville Intermediate School
- Franklin Elementary School - Design/Build Criteria Developer
- Additions to Holden Elementary School
- West Virginia Department of Highways
 - SRC Office Building Renovation
 - Weigh Stations
 - Highway Lighting
- Mason County Sheriff's Office Renovation
- Stonerise Nursing Homes (Multiple Projects)
- Boone County Courthouse Annex
- City of Charleston Fire Station No. 3
- A New Ronald McDonald House for Southern West Virginia
- North Central West Virginia Airport (Multiple Projects)
- Hawks Nest Museum and Pavilion
- Parkersburg Children's Museum

- Level 350 BIM* Coordination for School Building Authority Projects
 - Shady Spring High School, Raleigh County Schools
 - New Raleigh Elementary School, Raleigh County Schools

* BIM - Building Information Modeling

Hatfield Architects, PLLC | Charleston/
Hurricane, WV | phone. (304) 767-4866

52 B Street, Saint Albans, West Virginia 25177 (P) 304.722.3602 (F) 304.722.3603

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Hatfield Architects, PLLC | Harper Engineering, PLLC | Covenant Ridge Group, Inc. | July 1, 2026 | Page 8



Experience

Mr. Harper brings 23 years of design experience to the firm. He has expertise with HVAC, electrical, plumbing, sprinkler and fire alarm system designs. His projects include educational facilities (including colleges and universities), health care facilities, office buildings, banks, emergency services facilities, postal facilities, and government buildings.

Mr. Harper's role with the firm includes, but is not limited to, office manager, project manager, draftsman, and Building Information Modeling coordinator. He oversees projects from the early design phase through construction administration to post construction. He assists the project architect and design team with valuable mechanical, electrical, and plumbing information early in the project to ensure it is adequately designed to handle the client's needs.



Registration/Professional Affiliations

Professional Engineer WV - 017278
American Society of Heating, Refrigeration and Air-
Conditioning Engineers - 8179177
National Fire Protection Association - 2748712

Projects

HVAC Additions to Taylor County Middle School
Poca High School Elevator Addition
Chapmanville Intermediate School
Burch PK-8 School
Lewis County Transportation Facility
HVAC Renovations to Tucker County High School
South Preston PK8 School
Arnoldsburg Elementary School
Additions and Renovation to Geary School
Tunnelton Denver Elementary School
HVAC Systems Renovations to
Upshur County Elementary Schools
Additions and Renovations to Flinn Elementary
Doddridge Annex
Wetzel Annex
Stonerise Nursing Homes (Multiple Projects)

Education

West Virginia University Institute of Technology
Bachelor of Science - Mechanical Engineering

52 B Street, Saint Albans, West Virginia 25177 (P) 304.722.3602 (F) 304.722.3603



Experience

Mr. King brings 21 years of electrical design experience and over 15 years of electrical construction/maintenance experience to the firm. His projects include educational facilities (including colleges and universities), health care facilities, office buildings, banks, emergency services facilities, government buildings, and industrial projects.

Mr. King's role with the firm includes, but is not limited to, project manager, draftsman, specification writer and construction administration. He oversees projects from the early design phase to post construction. He assists the project architect and design team with valuable electrical information early in the project to ensure it is adequately designed to handle the client's needs.



Projects

FedEx Freight - 32 Bay Expansion
Arnoldsburg Elementary School
Chapmanville Intermediate School
South Charleston Fire Station
Geary Elementary School
Holden Elementary School
Hurricane High School Batting Facility
Marshfork Elementary School
Tudor's/Gino's Restaurants (Various Location)
Additions and Renovations to Flinn Elementary
Stonerise Nursing Homes (Multiple Projects)

Registration/Professional Affiliations

Professional Engineer WV - 018222
Professional Engineer KY - 27522
Professional Engineer PA - 078377
Professional Engineer OH - 75122
Professional Engineer VA - 0402049801
West Virginia Master Electrician - M27616420670800
American Society of Heating, Refrigeration and
Air-Conditioning Engineers - 8259192
National Fire Protection Association - 2915791

Education

West Virginia University Institute of Technology
Bachelor of Science - Electrical Engineering

Bluefield State College
Bachelors of Science - Computer Science

52 B Street, Saint Albans, West Virginia 25177 (P) 304.722.3602 (F) 304.722.3603

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V COVENANT RIDGE GROUP, INC. (CRG) — CONSTRUCTION ADMINISTRATION

Firm	Covenant Ridge Group, Inc. (CRG) WV Corporation — WV064976
Location	Beckley, West Virginia
Key Personnel	Martin Pierce — Construction Admin & Program Manager 22+ Years Experience
Role	Construction Administration Constructability Review Cost Estimating Implementation Support

Covenant Ridge Group brings construction-side expertise, program controls, and cost-management capability that transforms design intent into accountable project delivery. CRG functions as the bridge between the design team and the construction environment — grounding technical work in real conditions, realistic cost, and operable phasing from design through final closeout. For the CSMS vehicle exhaust system repairs, CRG provides constructability review, independent cost estimating, occupied-facility phasing, underground-work logistics, and construction administration support.

Construction Administration Capabilities

- Constructability review — field-informed assessment of access, sequencing, underground conditions, and coordination across mechanical and electrical trades
- Independent cost estimating — conceptual through construction documents; milestone cost comparison at 35%, 95%, and 100%; quantity takeoffs and scope-comparison feedback
- Occupied-facility phasing — coordination to minimize disruption to CSMS maintenance operations during exhaust system work
- Construction-phase oversight — progress monitoring, pay-application and change-order review, RFI and submittal management, and owner progress reporting
- Project closeout — punch-list coordination, commissioning support, and as-built documentation management

Relevant Project Experience

Project	Scope / Relevance to CSMS Exhaust Project
Fayette County Multi-Campus Capital Program (7 sites)	Multi-site delivery, occupied phasing, public-owner accountability — directly applicable program management
Raleigh County Schools Modernization	Occupied-facility renovation, disruption management, public-project standards — operational facility parallel
Valley PK-8 Safe Schools / Oak Hill HS / Midland Trail	Occupied-campus phasing, addition and renovation, schedule and budget discipline
Governor's Mansion Guardhouse (with Harper Engineering)	High-security government construction — access control, coordinated team delivery with Harper Engineering

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Martin Pierce

Senior Advisor
Construction Administrator



Experience

Martin Pierce is the Principal of Covenant Ridge Group and brings more than 22 years of diverse construction experience spanning skilled trades, estimating, project management, and field superintendence. Throughout his career, he has successfully delivered projects across a variety of sectors, including high-security facilities, safe-schools entry protection, and occupied-campus modernization.



Martin's comprehensive understanding of construction operations—from preconstruction planning through field execution—allows him to identify practical, cost-effective solutions while maintaining project quality, safety, and schedule. Mr. Pierce provides clients with an implementation-focused perspective that emphasizes constructability, collaboration, and efficient project delivery.

Project Experience

- Little Beaver State Park Bathhouse
- Fayette County Schools Outdoor Classrooms
- Governor's Guardhouse
- Kanawha Valley Memorial Gardens Mausoleum
- Cathedral Cafe Renovation

Submission Date: July 1, 2026

VI GOALS AND OBJECTIVES | ANTICIPATED CONCEPTS AND METHODS OF APPROACH

The following section addresses each of the Goals and Objectives specified in Section Three of the EOI. Our team's approach is organized to directly satisfy all project requirements within the Agency's needs, applicable code, and project budget. Underpinning all four objectives is the Agency's threshold requirement: a complete inspection of the underground exhaust system serving the maintenance bay to determine where and why it is failing, and a design fix that corrects the root cause.

GOAL / OBJECTIVE 1: Inspection, Diagnosis & Multi-Discipline Design

Goal Statement: *Provide a design including all engineering and architectural disciplines to prepare construction bid documents for WV State Purchasing, with a design fix to the current vehicle exhaust ventilation system, all supporting electrical and mechanical systems, and cost-effective energy-conserving features.*

Anticipated Concepts and Method of Approach

Our team will begin with a complete inspection of the existing underground exhaust system serving the CSMS maintenance bay. Jason E. Harper, P.E. (Harper Engineering) will lead the mechanical investigation — assessing capture velocity, duct condition, fan performance, below-grade routing, and points of failure — to determine where and why the system is failing. Methods may include visual inspection, airflow measurement, and, where access is limited, remote camera survey of the underground ductwork. Findings will be documented in a basis-of-design report before any design direction is committed.

Based on the diagnosis, Harper Engineering will design the corrective fix and all supporting systems — mechanical/ventilation (source-capture exhaust extraction, makeup air, capture-velocity and airflow calculations), electrical (fan and equipment power, controls, interlocks, CO / NO₂ / diesel-particulate detection), and fire protection coordination — across all disciplines required for a complete, biddable design. Jeremiah Hatfield (Hatfield Architects) coordinates architectural, code, and ADA requirements and manages plan review with all authorities having jurisdiction.

Cost-effective, energy-conserving features will be incorporated throughout: demand-controlled exhaust tied to vehicle/door operation and gas detection, right-sized fans and motors, heat-recovery on makeup air where feasible, and reuse of sound existing infrastructure to limit cost and disturbance.

GOAL / OBJECTIVE 2: Geotechnical, Utility Research & Infrastructure Documentation

Goal Statement: *Provide all geotechnical work if required, including any necessary drill borings; research and investigate the location of existing underground and above-ground utilities; and provide drawings and specifications of any utility and road infrastructure as needed and directed by the owner and applicable utility/approval authorities for Eleanor, West Virginia.*

Anticipated Concepts and Method of Approach

Because the failing exhaust system is underground, accurate knowledge of subsurface conditions and existing utilities is essential. Our team will research and investigate the location of existing underground and above-ground utilities through review of available record drawings, coordination with utility owners and the Agency, and field locating/utility-marking as needed prior to any

below-grade work. Where subsurface design decisions require it, the team will arrange geotechnical services, including drill borings, to confirm soil and bearing conditions affecting the exhaust system repair.

CRG's Martin Pierce will support the investigation by identifying construction access, excavation logistics, and below-grade constraints that affect feasibility and cost. The team will prepare drawings and specifications for any utility and road/site infrastructure affected by the work, coordinated with the owner, the relevant utility companies, and any other approval authority having jurisdiction in Eleanor, West Virginia.

GOAL / OBJECTIVE 3: Phased Submittals — 35%, 95% & 100% Deliverables

Goal Statement: *Submit drawings, specifications, and cost estimates at 35%, 95%, and 100% digitally; submit construction documents both digitally and in three (3) hard copies at 100%.*

Anticipated Concepts and Method of Approach

Our delivery is structured around the Agency's required submittal milestones. At 35% we will provide a design-development package with drawings, outline specifications, a basis-of-design narrative, and a preliminary cost estimate prepared by CRG. At 95% we will provide near-complete, coordinated drawings and specifications with an updated cost estimate for Agency review. At 100% we will provide permit-ready, bid-ready construction documents and a final cost estimate, delivered both digitally and in three (3) hard copies as required.

Each milestone is delivered digitally for Agency review and comment, with all review comments tracked and resolved before advancing. CRG provides an independent cost estimate at each of the 35%, 95%, and 100% milestones to confirm the project remains within budget and to identify value-engineering opportunities before construction documents are finalized. BIM Level 350 coordination across mechanical, electrical, plumbing, and architectural disciplines minimizes conflicts and change orders during construction.

GOAL / OBJECTIVE 4: Construction Bid Services to the Owner

Goal Statement: *Provide construction bid services to the Owner.*

Anticipated Concepts and Method of Approach

Hatfield Architects will provide construction bid services to the Agency, supporting procurement through the WV Purchasing Division. Services include preparing front-end and bid documents consistent with State of West Virginia contracting requirements, responding to bidder questions, issuing clarifications and addenda, attending the pre-bid meeting, and assisting the Agency with bid evaluation and recommendation of award.

Construction Administration (Type C / SIOH) services will be provided in Phase 2, executed via change order once the construction contract is awarded, as described in the EOI. CA will be led by Hatfield Architects with technical oversight from Harper Engineering and construction-phase support from CRG — including submittal and RFI review, milestone site observation, pay-application and change-order review, punch-list development, and commissioning verification that the repaired exhaust system performs to the design criteria.

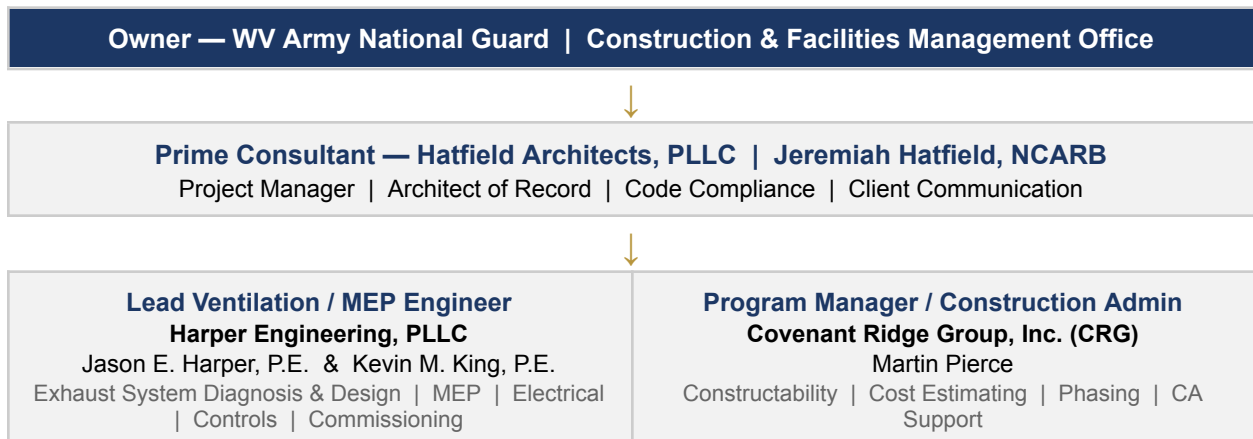
VII PROJECT MANAGEMENT APPROACH

Submission Date: July 1, 2026

The Agency's project requires disciplined, investigation-first delivery, responsive owner communication, code compliance, and the operational sensitivity to work within an active National Guard maintenance facility. This team's approach is organized around five disciplines:

Discipline	Approach
1. Investigation First	Harper Engineering leads inspection and diagnosis of the failing underground exhaust system; Hatfield Architects leads code and spatial documentation; CRG leads construction feasibility, utility, and access review. Root cause documented before any design direction is committed.
2. Integrated Technical Coordination	Hatfield Architects maintains overall document coordination and code compliance. Harper Engineering leads all ventilation/MEP systems design using BIM Level 350 coordination. CRG maintains constructability oversight throughout design.
3. Owner Communication	Structured owner touchpoints at project initiation, post-inspection, and at the 35%, 95%, and 100% milestones, and throughout construction administration. All decisions documented in writing and owner-confirmed before advancing.
4. Budget, Quality & Schedule Control	CRG provides independent cost estimates at 35%, 95%, and 100% to verify budget alignment. Quality is controlled through BIM coordination and multi-discipline review. Schedule is managed by Hatfield Architects; critical-path milestones tracked and reported to the Agency.
5. Phased Delivery (Type A / B / C)	Phase 1 covers Type A (Investigative) and Type B (Design). Phase 2 covers Type C (Construction Administration / SIOH) by change order. Hatfield leads CA; Harper provides technical oversight and commissioning; CRG provides cost and constructability support.

Organizational Chart



Submission Date: July 1, 2026

VIII REFERENCES

Hatfield Architects, PLLC — Jeremiah Hatfield, NCARB

Reference Contact	Phone	Role
Sam Preston	(304) 730-4502	Senior Maintenance Electrician, Wayne County Schools
Jeff Kaylor	(513) 765-9606	General Contractor
Chad Edwards	(304) 687-6900	Certified Electrician and Commercial Developer

Harper Engineering, PLLC — Jason E. Harper, P.E. & Kevin M. King, P.E.

Project Reference	Scope & Relevance
South Charleston Fire Stations	Apparatus-bay vehicle exhaust extraction and ventilation — direct analog to maintenance-bay exhaust
W. Kent Carper Justice and Public Safety Complex	Complex governmental MEP — mechanical, electrical, ventilation, building automation
WV International Yeager Airport	Large-scale ventilation, mechanical, and building-automation engineering for a governmental facility

Covenant Ridge Group, Inc. (CRG) — Martin Pierce

Reference	Contact	Project & Role
Tim Payton — Director of Operations, Fayette County Schools	t.payton@k12.wv.us (304) 574-1117	Fayette County Multi-Campus Program — occupied-campus phasing, public-owner accountability
Nick Seisser — Commercial Pilot	1 (850) 496-7888	Commercial reference

IX QUALIFICATIONS & ADDITIONAL REQUIREMENTS

Per EOI Section Three — Qualifications, Experience, and Past Performance.

A. Team Composition and Key Personnel

Name / Role	Firm	Experience	Registration / Location
Jeremiah Hatfield Project Manager / Architect	Hatfield Architects, PLLC	21+ yrs	NCARB Licensed Architect, WV Hurricane, WV
Jason E. Harper, P.E. Principal / Mechanical Engineer	Harper Engineering, PLLC	23 yrs	Professional Engineer — WV ASHRAE NFPA Saint Albans, WV
Kevin M. King, P.E. Lead Electrical Engineer	Harper Engineering, PLLC	21 yrs design 15+ yrs construction	PE WV, KY, PA, OH, VA WV Master Electrician Saint Albans, WV

Submission Date: July 1, 2026

Name / Role	Firm	Experience	Registration / Location
Martin Pierce Program Manager / CM	CRG	22+ yrs	Principal, WV Corporation Beckley, WV

B. Relevant Projects — Past Ten Years

Project	Firm	Relevance to CSMS Scope
South Charleston Fire Stations	Harper Engineering	Apparatus-bay vehicle exhaust extraction — direct scope analog
Lewis County Transportation Facility	Harper Engineering	Vehicle service facility — ventilation and mechanical systems
HVAC Renovations — Tucker County HS	Harper Engineering	Full mechanical/ventilation replacement, CDs, CA
WV International Yeager Airport	Harper Engineering	Large-scale ventilation, building automation
W. Kent Carper Justice Complex	Harper Engineering	Governmental MEP, building automation, life safety
Fayette County Multi-Campus Program	CRG	Multi-site, occupied phasing, public-owner accountability

C. Additional Requirements

- Hatfield Architects, PLLC is licensed to practice architecture in West Virginia.
- Harper Engineering, PLLC holds Professional Engineering licenses in West Virginia (and reciprocal states) for all relevant disciplines. Jason E. Harper, P.E. (WV-017278) and Kevin M. King, P.E. (WV-018222) are the engineers of record.
- No organizational conflicts of interest exist with the West Virginia Army National Guard, the Adjutant General's Office, or any relevant parties, and no legal actions against any team member or firm are pending, settled, or finalized.
- All three firms have sufficient staffing capacity to commence work immediately upon selection, and are prepared to present at an oral interview (15–30 minute PowerPoint) if selected as a finalist.
- This submission contains no price or fee information, in accordance with W. Va. Code §5G-1-3 and Section Four of the EOI.

Expression of Interest — CSMS Vehicle Exhaust System Repairs

Submitted by: Jeremiah Hatfield, Hatfield Architects, PLLC

Solicitation No.: CEOI 0603 ADJ2600000007 | Date: July 1, 2026

10 Thomas Drive, Hurricane, WV 25526

Phone: (304) 767-4866 | Email: jhatfieldarchitect@gmail.com | www.hatfieldarchitects.com

Submission Date: July 1, 2026

Submission Date: July 1, 2026

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: Hatfield Architects, PLLC (Jeremiah Hatfield)

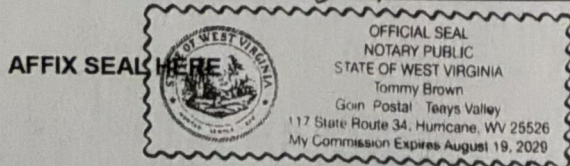
Authorized Signature: Jeremiah Hatfield Date: 3/18/26

State of WV

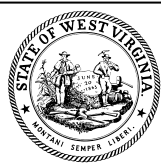
County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 18 day of March, 2026.

My Commission expires 8-19, 2026.



NOTARY PUBLIC T. Brown



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: 1993396
Doc Description: EOI Combined Support Maintenance Shop Exhaust System Repairs
Proc Type: Central Purchase Order
Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2026-06-16	2026-07-01 13:30	CEOI 0603 ADJ2600000007	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS000051603
Vendor Name : Hatfield Architects, PLLC
Address :
Street : 10 Thomas Drive
City : Hurricane
State : WV **Country :** US **Zip :** 25526
Principal Contact : Jeremiah Hatfield, Principal of Hatfield Architects, PLLC
Vendor Contact Phone: 304-767-4866 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X  **FEIN#** 39-2732657 **DATE** 7/1/2026

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

ADDITIONAL INFORMATION

Expression of Interest (EOI)

Purchasing Division is soliciting Expression(s) of Interest ("EOI" or "Bids") for West Virginia Army National Guard, Construction and Facilities Management Office ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") as defined herein. To provide architecture and engineering design services and to provide construction bid documents suitable for advertisement, using state purchasing procedures. The Combined Support Maintenance Shop ("CSMS"), in Eleanor, WV, requires a design for a failing vehicle exhaust system, per the attached documents.

INVOICE TO	SHIP TO
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV 25311 US	ELEANOR ARMED FORCES RESERVE CENTER 111 ARMY/NAVY DR RED HOUSE WV 25168 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Combined Support Maintenance Shop Exhaust System Repairs		

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description:

To provide professional design services to develop construction documents for a failing exhaust system located at the, Combined Support Maintenance Shop in Eleanor, WV.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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EXPRESSION OF INTEREST – CEOI ADJ26*07
Combined Support Maintenance Shop Exhaust System

TABLE OF CONTENTS:

1. **Table of Contents**
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3. **Section Two: Instructions to Vendors Submitting Bids**
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6. **Section Five: Terms and Conditions**
7. **Certification and Signature Page**

SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for West Virginia Army National Guard, Construction and Facilities Management Office (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
2. **PROJECT:** The purpose of the project for which bids are being solicited is to provide architecture and engineering design services and to provide construction bid documents suitable for advertisement, using state purchasing procedures. The Combined Support Maintenance Shop (“CSMS”), in Eleanor, WV, requires a design for a failing vehicle exhaust system. **The design will be awarded in two (2) phases, Phase 1 will be for Type A and Type B services. Phase 2 will be for Type C services and will be added via change order once the construction contract is awarded.**

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. **PRE-BID 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. 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.

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.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline:

Submit Questions to:
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email:

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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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 or via delivery by mail).

Bid Opening Date and Time:

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 Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

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

14. **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: 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: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL 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.

22. **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.

SECTION THREE: PROJECT SPECIFICATIONS

1. **Background:** The Agency is seeking the services of a qualified professional architectural/engineering firm to design and develop construction documents for upgrades to the CSMS Exhaust System located at the JFRC in Eleanor, WV. The selected Vendor will need to do a complete inspection of the underground exhaust system for the maintenance bay at CSMS, determine where and why it is failing, and provide a design fix for the problem.
2. **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:
 - 2.1. Provide a design including all engineering and architectural disciplines to prepare construction bid documents for West Virginia State Purchasing. Key design elements include but are not limited to: a design fix to the current vehicle exhaust ventilation system that is in need of repair. All electrical and mechanical systems will be provided within the design to support the facility. Cost effective energy conserving features will also be incorporated within the design.
 - 2.2. Designer shall provide all geotechnical work, if required, to include any necessary drill borings, designer shall be responsible for researching and investigating the location of existing underground and above ground utilities. Designer shall also provide drawings and specifications of any and all utility and road infrastructure as needed and directed by the owner and/or state agency, utility company or other utility approval authority for Eleanor, West Virginia.
 - 2.3. Drawings, specifications and cost estimates are to be submitted at 35%, 95% and 100% digitally; Construction documents are to be submitted both digitally and in three (3) hard copies at 100%.
 - 2.4. Provide construction bid services to the Owner.
3. **Qualifications and Experience:** Vendors must include a statement of qualifications and performance data. The statement of qualifications and performance data may entail 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. Oral Presentations/Interviews: The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. 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:

4.1. 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 Agency selection committee. The Committee will schedule the interviews.

The format for the interviews will be a 15–30 minute PowerPoint 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.

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs 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. **Selection Committee Evaluation & Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
 - 3.1.1. 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.
 - 3.1.2. Conduct interviews with each of the three (3) firms.
 - 3.1.3. Rank the three (3) selected firms in order of preference.
 - 3.1.4. 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.

As stated previously in Section One: GENERAL INFORMATION-Item #2 PROJECT. The contract resulting from this Expression of Interest will be negotiated for the full amount but will be awarded in two (2) phases. Phase 1 of the contract award will be for the Type A (Investigative Services) and Type B (Design) Services. Phase 2 of the contract award will be for the Type C (Construction Administration-SIOH) services and will be executed via change order once the construction contract is awarded.

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.

3.2. 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

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: The Initial Contract Term will be for a period of _____
_____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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 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: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

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

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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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.

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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**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.

(Printed Name and Title) _____

(Address) _____

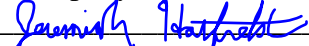
(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)



(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)