



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

# Request for Quotation

RFQ NUMBER
BHS60099

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
B FRANCISCO 304-558-0468

RFQ COPY

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HEALTH AND HUMAN RESOURCES  
BBH/HF  
ROOM 350  
350 CAPITOL STREET  
CHARLESTON, WV  
25301-3702 304-558-3672

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/27/2006				

BID OPENING DATE: 03/30/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-07		
EXPRESSION OF INTEREST						
THE BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES IS SEEKING EXPRESSIONS OF INTEREST FROM QUALIFIED ARCHITECTURAL FIRMS TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS TO STATE OWNED HOSPITALS LOCATED WITHIN THE STATE OF WEST VIRGINIA.						
EXPRESSION OF INTEREST IS TO BE SUBMITTED IN ACCORDANCE WITH THE ATTACHED INSTRUCTIONS, DATED REV. 2/27/06, 12 PAGES.						
PLEASE NOTE THIS EXPRESSION OF INTEREST IS NOT REQUIRED TO BE DELIVERED TO THE WV AUDITOR'S OFFICE ON BID DATE. EXPRESSIONS NEED ONLY BE SUBMITTED TO THE WV PURCHASING DIVISION AS DESCRIBED HEREIN.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

IGNATURE	TELEPHONE	DATE
TLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
(REQUEST FOR QUOTATION) RFQ AND (REQUEST FOR PROPOSAL) RFP**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**ORIGINAL SIGNED BID TO:**

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

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230

**EXPRESSION OF INTEREST**  
**Facility Improvement Projects for FY2007 & 2008**

**Part 1        GENERAL INFORMATION**

**1.1    Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of Department of Health and Human Resources, Bureau for Behavioral Health & Health Facilities "Agency" is soliciting Expression(s) of Interest (EOI) from qualified architectural firms to provide engineering services as defined in Parts two (2) and three (3).

**1.2    Project:**

The mission or purpose of the project described in Parts 2 & 3 is to provide architectural consulting and architectural and engineering services for the Department of Health & Human Resources, Bureau for Behavioral Health & Health Facilities (Agency). Prior to a long term capital improvement package being released by Agency for seven hospital facilities, architectural consulting will be required to prioritize the capital improvements by facility and by urgency. Once prioritized and budgeted, architectural and engineering services will be necessary to value engineer the improvements and develop specifications and drawings to be released for public bid.

**1.3    Format: N/A**

**1.4    Inquiries:**

Additional information inquiries regarding this EOI must be submitted in writing to the State Buyer with the exception of questions regarding EOI submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Part 1.16. All inquiries of specification clarification must be addressed to:

Betty Francisco, Senior Buyer  
Purchasing Division  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115

**Absolutely NO contact shall be made by the vendor with any member of the evaluation committee.** Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this EOI has been released.

**1.5    Vendor Registration:**

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit an EOI, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order/contract.

**1.6    Oral Statements and Commitments:**

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and

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any State personnel is **not** binding. Only the information issued in writing and added to the Expression of Interest by an official written addendum are binding.

### **1.7 Economy of Preparation:**

Expression of Interest should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content.

### **1.8 Labeling of the Sections:** The response sections should be labeled for ease of evaluation.

### **1.9 Submission:**

1.9.1 State law requires that the original expression shall be submitted to the Purchasing Division. All copies to the Purchasing Division must be submitted **prior** to the date and time stipulated as the opening date. All expressions will be date and time stamped on the Purchasing Division official time clock to verify time and date of receipt.

1.9.2 Vendors mailing expressions should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Division can **NOT** waive or excuse late receipt of an expression which is delayed and late for any reason according West Virginia State Code §5A-3-11. Any EOI received after the bid opening time and date will be immediately disqualified in accordance with State law and the Legislative Rule 148-CSR-1.

#### **Submit:**

One original plus (6) convenience copies to:

Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer:	22
Requisition #	BHS60099
Opening Date:	March 30, 2006
Time	1:30 p.m.

### **1.10 Rejection of Expressions:**

The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. However, the State reserves the right to accept or reject any or all expressions and to reserve the right to withdraw this Expression of Interest at any time and for any reason. Submission of, or receipt by the State of Expressions confers no rights upon the bidder nor obligates the State in any manner.

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### 1.11 **Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this EOI for expenses to prepare, deliver, or to attend the short list interviews.

### 1.12 **Addenda:**

If it becomes necessary to revise any part of this EOI, an official written addendum will be issued by the State to all potential bidders of record.

### 1.13 **Independent Price Determination:**

A contract will not be considered for award if the negotiated price was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor.

1.14 **Price Quotations:** No "price" or "fee" quotation is requested or permitted in the response.

### 1.15 **Public Record:**

#### 1.15.1 *Submissions are Public Record.*

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All bids, or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the documents have been microfilmed.

#### 1.15.2 *Written Release of Information.*

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

#### 1.15.3 *Risk of Disclosure.*

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

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### 1.16 Schedule of Events:

Release of the EOI.....	February 28, 2006
Firms Written Questions Submission Deadline. ....	March 13, 2006
Expressions of Interest Opening Date.....	March 30, 2006
Approximate Short Listing Due Date .....	April 12, 2006
Estimated Date for Interviews...(week of ).....	April 17, 2006
Final Ranking Due Date.....	April 25, 2006
Approximate Award Date.....	May 2, 2006

### 1.17 Mandatory Prebid Conference: N/A

### 1.18 Bond Requirements: N/A

### 1.19 No Debt Affidavit:

West Virginia State Code §5A-3-10a (3) (d) requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit **must** be signed and submitted prior to award. It is preferred that the affidavit be submitted with the EOI.

## PART 2 OPERATING ENVIRONMENT

**2.1.1 Bureau Location:** The Bureau for Behavioral Health and Health Facilities, 350 Capitol Street, Room 350, Charleston, WV 25301 shall coordinate the assigned projects and services.

### 2.1.2 Facility Locations:

Hopemont Hospital, RR1, Box 330, Terra Alta, WV 26764  
Lakin Hospital, One Bateman Circle, Lakin, WV 25287  
John Manchin Sr. Health Care Hospital, 401 Guffey Street, Fairmont, WV 26554  
Mildred Mitchell Bateman Hospital, P.O. Box 448, Huntington, WV 25709  
Pinecrest Hospital, 105 South Eisenhower Drive, Beckley, WV 25801  
Welch Emergency Hospital, 454 McDowell Street, Welch, WV 24801  
William R. Sharpe Hospital, Drawer 1127, Weston, WV 26452

**2.2 Background:** The West Virginia Department of Health and Human Resources recognizes the need to perform the capital improvements herein listed to comply with federal, state and local requirements as well as life safety codes and State fire marshal requirements. In addition, it is anticipated the referenced improvements will address deferred maintenance and repairs thereby providing a more suitable client environment. Also included is a redesign to add additional bed capacity to Mildred Mitchell-Bateman Hospital, a 90 bed acute care psychiatric hospital that provides care to adults from a thirteen county area. This redesign will address the overcrowding of the three current thirty bed patient units, decreasing the unit capacity to 25 beds per unit, and will increase the certified bed capacity of the hospital to 110 beds by building/renovating at the current facility two additional units: one fifteen bed unit, and one twenty bed unit.

### PART 3 PROCUREMENT SPECIFICATIONS

3.1 **General Requirements:** The prospective vendor must be a lawfully recognized architectural firm engaged in the design and construction management.

3.2 **Scope of Work:**  
Architectural/engineering consulting and services may include, but are not limited to:  
(1) Prioritizing the capital improvements/repairs by facility and by urgency. (2) Determining the appropriate action(s) because the facilities are of varying conditions; a preliminary assessment is required to identify any other negative conditions to planned repair(s). (3) Develop specifications and drawings to be released for public bid. (4) Management of capital improvement project(s).

Interested firms shall provide a full range of architectural/engineering services as stated above including interior and exterior design drawings and specifications developed from concepts and ideas presented by Agency administrative staff and field staff. Firm may also provide assistance in construction bid review; recommendation for award; oversight services for all work performed on-site; invoice review and approval; project close-out and final inspections.

The following list of proposed repair items with estimated costs at the various hospital facilities demonstrates the type and variety of repair projects on which the successful firm will also provide consultation and/or architectural/engineering services:

#### HOPEMONT HOSPITAL Terra Alta

Replace leaking obsolete windows on Unit building  
Replace leaking steam line from Morgan Hall boiler to Units Building  
Perform drainage work and re-pave parking areas  
Redesign front entrance and solarium, replacing electronic doors  
to improve security(substance abuse unit).

#### JOHN MANCHIN, SR. HEALTH CARE CENTER Fairmont

Partial roof replacement on main building  
Replace existing fire alarm system to meet current code standard  
Pave parking lot, road network, replace crumbling sidewalk

**LAKIN HOSPITAL**

Lakin

Replace existing floor tile  
Remodel kitchen  
Replace antiquated kitchen equipment

**MILDRED MITCHELL-BATEMAN HOSPITAL**

Huntington

Construct two additional units: one 15 bed unit, & one 20 bed unit.  
Upgrade emergency generators  
Renovate Admissions entrance and install awning  
Paging System in Clinical Building  
Secure Fresh Air Area  
Renovate Switchboard Area – Bldg 3 – ADA & HIPPA  
Demolition/removal of old ground shop  
Replace 45 sinks – patient bathrooms – to meet code  
A/C system cleaning in Clinical building  
Asbestos Removal – Bldg 5  
Chiller connection between Bldg #2 & #3 – classrooms and offices  
Recreation Center for Patients

**PINECREST HOSPITAL**

Beckley

Fire alarm system upgrade  
Fire Door Replacements  
Units "B" and "C" call bell system  
#1 & #2 Boiler replacement in "C" Basement  
Unit "A" fire sprinkler system

**WELCH COMMUNITY HOSPITAL**

Welch

Install new Boilers  
Sprinkler System Upgrade  
Replace faulty HVAC unit  
Overhaul hot water circulating system  
Construct pharmacy ante room to comply with code standards

**WILLIAM R. SHARPE, JR. HOSPITAL**

Weston

Medication Rooms – Restructuring  
Safety complaint suicide prevention doors for patient bathrooms  
Electronic Locking System for all Unit Entrance Doors



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### 3.3 Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds:* N/A

3.3.2 *Insurance Requirements:* \$1,000,000 Professional Liability

3.3.3 *License Requirements:* Workers Compensation Certificate upon award. Signed affidavit confirming compliance with Professional Licensing laws of the State of West Virginia.

3.3.4 *Litigation Bond:* N/A

### 3.4 General Terms and Conditions:

By signing and submitting the EOI, the successful Vendor agrees to be bound by all the terms contained in Part Three (3) of this EOI.

#### 3.4.1 *Conflict of Interest:*

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

#### 3.4.2 *Prohibition Against Gratuities:*

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

#### 3.4.3 *Certifications Related to Lobbying:*

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

**3.4.4 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 the parties to 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 EOI and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

**3.4.5 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

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or regulations; (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 laws.

### **3.4.6 Contract Provisions:**

After the most qualified Vendor is identified, and fee negotiations are concluded, a formal contract document will be executed between the State and the Vendor. The order of precedence is the contract, the EOI and the Vendor's response to the EOI.

### **3.4.7 Governing Law:**

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

### **3.4.8 Compliance with Laws and Regulations:**

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

### **3.4.9 Subcontracts/Joint Ventures:**

The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

### **3.4.10 Term of Contract:**

This contract will be effective (date set upon award) and shall extend until the scope of work is complete or for one (1) consecutive twelve (12) month period. The contract may be renewed upon mutual consent for two (2) consecutive years one (1) year periods or until such reasonable time as may be necessary to obtain a new contract. Such reasonable time shall not exceed twelve (12) consecutive months.

### **3.4.11 Non-Appropriation of Funds:**

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of

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such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

### 3.4.12 *Contract Termination:*

The State may terminate any contract resulting from this EOI immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this EOI and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately.

The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

### 3.4.13 *Changes:*

If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by the State, the Agency and the Vendor. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office prior to the effective date of such amendment. **NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

### 3.4.14 *Invoices, Progress Payments, & Retainage:*

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

### 3.4.15 *Liquidated Damages:*

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$250.00 per work day, for failure to provide deliverables at the agreed upon date identified in the final contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency's

right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

**3.4.16 Record Retention (Access & Confidentiality):**

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

**3.4.17 Debarment and/or Suspension**

Architectural and/or engineering firms and their employees must not have has been debarred or suspended from doing business with any Federal, State, County government.

**PART 4 EVALUATION & AWARD**

**4.1 Evaluation & Award Process:**

Expressions of Interest will be evaluated and awarded in accordance with **§5G-1-3 "Contracts for architectural and engineering services; selection process where total project costs are estimated to cost two hundred fifth thousand dollars or more."**

*"In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit and expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project. All such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three [§59-3-1et seq.] A committee comprised of three to five representatives of the agency initiating the request shall evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select a minimum of three firms which in their opinion are the best qualified to perform the desired service.*

## **BHS60099 Expression of Interest for Architectural/Engineering Services**

*Interviews with each firm selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment. The committee shall then rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached."*

### **4.2 Evaluation Criteria**

In order to assure consistency in the presentation and the evaluation process, vendors are requested to format and label the Expression of Interest in the following order of topics.

#### **4.2.1 Experience: .....20 Points**

Firm should provide the company's statement of qualifications for the last ten years and the general area of architectural expertise. Firm should provide material to illustrate their efficiency in construction design, reduced energy consumption, and any other data to indicate reduced cost of ownership of a structure as a result of the architect's services.

#### **4.2.2 Staff and Resources: .....40 Points**

Firm should provide no more than a two (2) pages resume for each employee who would be providing their services. Describe the firms resources available for assuring accuracy of drawings and compatibility of materials.

#### **4.2.3 Construction Management: .....20 Points**

Firm should provide or demonstrate construction management/performance data and identify the tasks and responsibilities performed for the property owner. Firm should demonstrate ability to establish and/or manage project time lines to assure compliance with the original specifications without additional changes to the project design.

#### **4.2.4 Oral Interview: .....20 Points**

Based on presentation and proposed Plan of Action.