



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
DCH07037

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CULTURE & HISTORY
 CULTURAL CENTER
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0300 558-0220

DATE PRINTED 11/01/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/28/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-00-00-001		
ARCHITECT/ENGINEERING SERVICES, PROFESSIONAL EXPRESSION OF INTEREST THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CULTURE AND HISTORY, IS SOLICITING EXPRESSION OF INTERESTS TO PROVIDE THE AGENCY WITH ARCHITECTURAL AND ENGINEERING SERVICES FOR THE WEST VIRGINIA STATE MUSEUM PER THE ATTACHED SPECIFICATIONS. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI- CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. NOTICE A SIGNED PROPOSAL MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.

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. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office 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.

SIGNED BID TO:

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



State of West Virginia
 Department of Administration
 Purchasing Division
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DATE PRINTED 11/01/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/28/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE PROPOSAL SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KF-21</p> <p>RFQ. NO.: DCH07037</p> <p>BID OPENING DATE: 11/28/2006</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						
<p>***** THIS IS THE END OF RFQ DCH07037 ***** TOTAL:</p>						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**REQUEST FOR QUOTATION
BUILDING 1 PLASTER REPAIRS AND PAINTING
DEPARTMENT OF ADMINISTRATION OWNED FACILITIES**

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide plaster repair and painting in Building 1 of the Capitol Complex.

I. SCOPE

The objective of this proposal is to obtain provide plaster repair and painting as shown on Attachment Drawings A, B, C, D, E, F, G, H, I, J, K and L. This contract will be performed in three phases; the first phase will include the main unit, the second phase will include the east wing, and the third phase will include the west wing. Additional areas located by means of "discovery" during the performance of repairs will be documented and a value assigned based on an hourly fee (to include labor and typical plaster material) furnished by the vendor.

Repairs and painting are defined as all work necessary to remove existing damaged plaster and associated paint (to include lead where applicable), replaster to match existing trim in a given area, painting completed plaster to match existing trim, and dispose of associated refuse. The successful contractor is required to clean the work area on a daily basis. Plaster is to be mixed and applied in accordance with generally accepted plastering practices.

The awarding of this contract will be made to the lowest-cost, qualified vendor based on the total bid for the existing work PLUS 100 hours at the rate listed above. It is anticipated that this work may be completed during the normal business hours of 7:00am to 7:00pm, Monday through Friday; however, schedules may require adjustment depending on events such as Legislative sessions or special meetings by the Governor.

A mandatory pre-bid for this project is scheduled for November 16, 2006 at 10:30 pm in room MB-60 of the Main Capitol Building.

II. DEFINITIONS

-
- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, WV 25305, shall hereinafter be called the "Owner".
 - B. The service organization on the specifications shall hereinafter be called the "Contractor".
 - C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
 - D. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.

1.5 Vendor Registration:

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

1.6 Oral Statements and Commitments:

Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Expression of Interest specifications file by an official written addendum are binding.

1.7 Economy of Preparation:

EOIs should be prepared simply and economically, providing a straightforward, concise description of firm'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 Firms 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/or 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 ten (10) convenience copies to:
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

Note:

Copies of Expressions of Interest are not required to be submitted to the Auditor's office (Bid Observer). The outside of the envelope or package(s) should be clearly marked:

Buyer:	KF-21
Req#:	DCH07037
Opening Date:	11-28-06
Opening 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 firm nor obligates the State in any manner.

1.11 Incurring Costs:

The State nor any of its employees or officers shall not be held liable for any expenses incurred by any firm 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 firms 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 EOIs submitted by firms 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, trade secrets submitted by a firm are the only exemption to public disclosure. The submission of any information to the State by a firm puts the risk of disclosure on the firm. 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.

1.16 Schedule of Events:

Release of the EOI.....	11-03-06
Firm's Written Questions Submission Deadline.....	11-15-06
Expressions of Interest Opening Date.....	11-28-06
Short-Listing Committee.....	12-05/06-06
Approximate Short Listing	12-08-06
Estimated Date for Interviews	Week of 12-19-06
Final Ranking	12-02-06 (Approx.)
Negotiations with Vendor.....	Week of 01-02-06
Approximate Award Date.....	01-26-07

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 firms 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 Location:

The West Virginia Division of Culture and History and West Virginia State Museum Renovation project are located at the Cultural Center 1900 Kanawha Blvd E., Charleston, West Virginia 25305-0300.

2.2 Background:

The West Virginia Division of Culture and History, an agency of West Virginia State government, is in the process of renovating the West Virginia State Museum. The new museum will include themed environments and feature historic artifacts, photographs, documents, artwork, film footage, etc. It will be built in a 23,000-square-foot space on the lower level of the Cultural Center, located on the Capitol Complex, in Charleston, WV. A museum has been in this setting since the building opened in 1976. The original exhibits and other furnishings were demolished and removed from the premises during an earlier phase of the project in 2004.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

In coordination with the Division of Culture and History, the successful firm will:

3.1.1. produce a complete and fully coordinated set of "For Construction" documents for the museum renovation that will be based on an existing design concept, which includes design-development-level exhibit drawings, floor plans, and elevations. The A/E documents should also include any and all Building and life-safety code impact requirements to the existing Cultural Center facility.

3.1.2. survey, integrate and adapt electrical, mechanical, plumbing, security, HVAC, and all other systems of the existing Cultural Center building to the museum renovation.

3.1.3. ensure the design meets national museum environment and storage standards.

3.1.4. ensure the museum renovation, and any other affected area, is ADA compliant regarding both accessibility requirements and Smithsonian guidelines for museums. The West Virginia state government ADA coordinator will have final approval on accessibility and Smithsonian guideline related issues.

3.2 Scope of Work:

The qualified firm will demonstrate a grasp of the overall project; give specific action steps that will guarantee the success of the design and construction project; and display a flexible, creative approach that can effectively address inevitable problems, unforeseen events, and opportunities.

3.2.1 Firm will identify additional unforeseen issues that will ensure proper course of action to be taken in order to avoid future problems.

3.2.2 Firm will adapt designs as requested by committee of DCH; the Commissioner of DCH must approve all final designs.

3.2.3 Firm will provide final "For Construction" documents, including coordination with The State Purchasing Division and DCH.

3.2.4 Firm will meet with staff of DCH as needed or requested by DCH.

3.2.5 Firm will attend and make presentations at public and private meetings as needed.

3.3.1 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*

3.3.4 *Litigation Bond: N/A*

3.4 General Terms and Conditions:

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

3.4.1 *Conflict of Interest:*

Firm 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 firm further covenants that in the performance of the contract, the firm 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:*

Firm warrants that it has not employed any company or person other than a bona fide employee working solely for the firm 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:*

Firm 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 firm shall complete and submit a disclosure form to report the lobbying.

Firm 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 firm 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 firm as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Firm 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 firm nor any employees or contractors of the firm shall be deemed to be employees of the State for any purposes whatsoever.

Firm 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.

Firm 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, withholding, contributions, taxes, social security taxes and employer income tax returns.

The firm 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 firm 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 firm, 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; (3) Any failure of the firm, 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 firm is identified, and fee negotiations are concluded, a formal contract document will be executed between the State and the firm. The order of precedence is the contract, the EOI and the firm'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 firm 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 firm 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 firm 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 firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the firm 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 firm written notice of 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 firm fails to carry out its responsibilities or fails to make substantial progress under the terms of this EOI and resulting contract. The State shall provide the firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the firm 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 firm. 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 FIRM UNTIL SUCH TIME AS THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

3.4.14 Invoices, Progress Payments, & Retainage:

The Firm 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 progress payments or invoices should be tied directly to tangible milestones of work achieved. 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, firm 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 firm'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), firm agrees that liquidated damages shall be imposed at the rate of \$150.00 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 any other additional remedy to which the State or Agency may have legal cause for action including further damages against the firm.

3.4.16 Record Retention (Access & Confidentiality):

Firm 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 the firm. The firm shall maintain such records for a minimum of five (5) years and make available all records to Agency personnel at firm's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Firm shall have access to private and confidential data maintained by Agency to the extent required for firm to carry out the duties and responsibilities defined in this contract. Firm 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 firm, subcontractors, or individuals permitted access by the firm.

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 fifty 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 an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project. 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 three firms which in their opinion are the best qualified to perform the desired service. 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 to their competence and qualifications and it shall continue negotiations in accordance with the section until an agreement is reached.”

4.1 Proposal Format:

This part of the Expression of Interest outlines the format that the vendor must follow and the information that the vendor must include when preparing the proposal. Note that all pages must be numbered sequentially. The proposal must

be formatted in the same order, providing the information requested as listed below:

4.1.1 Title page:

Must state the EOI subject and number, the name of the vendor, vendor's business address, telephone number, name of authorized contact person to speak on behalf of the vendor, and the date.

4.1.2 Table of Contents:

Must be located immediately after the title page and must clearly identify the material by section and page number.

4.1.3 Sections:

Section I: Understanding of the project objectives and time line

Vendors must discuss in detail their understanding of the overall project, list current projects with which they are now engaged, and their workload scheduled through fall 2007.

Section II: Vendor Experience/Qualifications

Vendor must have experience providing A/E design services for museums, libraries, or similar publicly attended interactive venues. Vendor must provide examples of at least two successful projects of similar scale and scope completed within the previous six (6) years, providing photos or samples of work. Included must be the scope of services offered to the client; the names, addresses, and phone numbers of vendor references from the work; project budget and final cost; and scheduled opening date and final completion date.

Vendor must provide a minimum of five (5) references reflecting work similar in scale and scope. The references must contain up-to-date contact information. The Division of Culture and History retains the right to check other sources through public record and/or offer projects referred to in submitted proposal materials.

~~Vendor should have experience working with each of the following: Scenic, Show Action, Show Control, Audiovisual (AV), Exhibit, and Graphic designers/fabricators. The vendor must demonstrate an ability to coordinate and integrate these facility design requirements into the overall set of "For Construction" documents.~~

Vendor should have experience performing existing facility surveys/ evaluations including architectural, structural, mechanical, electrical, plumbing/sewer, and fire protection systems. Vendor will also need to assess ADA compliance, both accessibility requirements and Smithsonian guidelines for museums, and overall life safety requirements. Vendor should have experience developing solutions to

help museums comply with ADA, including experience with assistive technologies. Additionally, because the museum is being built within an existing shell, vendor must also have experience with the design/code requirement impact to the balance of an existing facility.

Vendor should have experience with Specialty lighting as it applies to displays, exhibits, and artifacts considering proper design levels, fixture types, availability of lamps/fixtures relative to long term maintenance, etc.

Vendor should have experience in the proper selection and application of floor, wall, and ceiling materials ensuring materials are durable, maintenance friendly, and readily available. This would include themed applications.

Vendor should have experience with design of "back of house" areas with sensitivity to room sizes, locations, and functionality.

Vendor should demonstrate knowledge of artifact conservation as it pertains to artifact mounts, artifact cases, artifact lighting, and artifact HVAC requirements.

Note: It is preferred that this information be submitted with the response. The agency reserves the right to request this information. Vendor(s) will have 48 hours from time of request to submit any requested information. Vendor(s) failing to submit this information within this time frame may be disqualified.

Section III: Quality of staff assigned to the project

Vendor must provide brief resumes of qualified staff. Vendor must provide a staff organizational chart. Vendor must list the key personnel who will be assigned to this project and anticipated amount of work time for each.

Vendor will be required to provide a "point person" for the duration of the project. The "point person" can only be changed at the Owner's request and/or mutual agreement between the Owner and Vendor.

Section IV: Work Plan

A detailed work plan must be included demonstrating that the architectural/engineering design services will be completed no later than April 30, 2007, and that the construction will be completed no later than October 30, 2008.

Section V: Oral Interview (only short listed firms will be interviewed)

Vendor shall submit to an in person, oral interview.. The Agency will develop questions based on a review of written submissions by the Firm, contacts with references, or other public record information.

4.1.4 Evaluation criteria:

The following are the factors and point values:

A.	Understanding project and time line:	20 points
B.	Vendor experience and references:	30 points
C.	Quality of staff assigned:	10 points
D.	Project work plan:	30 points
E.	Oral interview:	10 points
TOTAL:		100 Points

The State reserves the right to ask Vendors for additional information to clarify their proposals.

END OF EOI
