



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  
**LOT338**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**CHUCK BOWMAN**  
**304-558-2157**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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**LOTTERY COMMISSION**  
  
**312 MACCORKLE AVENUE, SE**  
**CHARLESTON, WV**  
**25314-1143 558-0500**

DATE PRINTED <b>08/24/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/14/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-00-00-001		
ARCHITECT/ENGINEERING SERVICES, PROFESSIONAL  THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA LOTTERY COMMISSION, IS SOLICITING EXPRESSIONS OF INTEREST FROM QUALIFIED FIRMS TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES AS DEFINED IN SECTION TWO (2.0) AND THREE (3.0) OF THE TWENTY (20) PAGE ATTACHMENT.  PLEASE CAREFULLY REVIEW ALL ATTACHED INFORMATION.  BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.  ***** THIS IS THE END OF RFQ LOT338 ***** TOTAL: _____						

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.

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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. **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

**EXPRESSION OF INTEREST**  
***West Virginia Lottery LOT338***

**Part 1 GENERAL INFORMATION**

**1.1 Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting Expression(s) of Interest for the Department of Revenue, State Lottery Commission, hereinafter known as Lottery, from qualified vendors to provide architectural and engineering services as defined in Sections 2, 3, and 4.

**1.2 Project:**

The fundamental objectives of the project are as follows:

- 1.2.1 Assess and evaluate space requirements
- 1.2.2 Develop a plan to renovate existing space to include office design, electrical, electrical backup systems, HVAC, communications, security system(s) and computer network requirements
- 1.2.3 Monitor the remodel and mechanical (electrical, HVAC, and communications) work for accuracy

**1.3 EOI Format:**

N/A

**1.4 Inquiries:**

Additional information inquiries regarding specifications of this EOI must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission, which may be oral. The deadline for written inquiries is identified in the Schedule of

Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Chuck Bowman, Senior Buyer  
Purchasing Division  
2019 Washington Street, East  
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 a proposal, 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 any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum is binding.

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

Proposals 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 EOI Sections:**

The response sections should be labeled for ease of evaluation.

### **1.9 Proposal Format and Submission:**

**1.9.1** Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal must be formatted as per the outline in Part 4 of this EOI. The bidder may make no other arrangement or distribution of the proposal information. Failure on the part of the bidder to respond to specific requirements detailed in the EOI may be basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

**1.9.2** 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 State's official time clock to verify time and date of receipt.

**1.9.3** Firms mailing expressions should allow sufficient time for mail delivery to ensure timely arrival. Neither the Purchasing Division nor the Auditor's Office can waive or excuse late receipt of a proposal that is delayed and late for any reason according State Code 5A-3-11. Any EOI received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

#### **Submit:**

One (1) original plus five (5) 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: CHUCK BOWMAN (23)

EOI#: LOT338

Opening Date: 09/14/2006

Opening Time: 1:30 pm

### **1.10 Rejection of Expression**

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 and 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 proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

### **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, proposals, 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 award is complete and 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 duplications 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.

**1.16 Schedule of Events:** (Dates to be set upon mutually agreed upon (TBA) after submission and approval of the EOI by Purchasing. Events not required may be deleted.) ALL DATES NOTED AFTER OPENING DATE ARE SUBJECT TO CHANGE.

- Release of the EOI.....08/24/2006
- EOI Opening Date .....09/14/2006
- Approximate Short Listing Due Date.....09/29/2006
- Estimated Date for Interviews.....(Week of).....10/09/2006
- Final Ranking Due Date.....(Week of).....10/23/2006
- Approximate Award Date.....(Week of).....10/30/2006

**1.17 Mandatory Pre-bid 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 proposal.

**1.20 Resident Vendor Preference:** West Virginia State Code §5A-3-37 provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

## **PART 2 OPERATING ENVIRONMENT**

### **2.1 Location:**

The Lottery is located at 312 MacCorkle Avenue, S.E., Charleston, West Virginia.

### **2.2 Background:**

The Firm selected shall provide oversight of the quality control/quality assurance (QAQC) for renovations to Lottery Headquarters to include reviewing all phases of construction work to insure compliance with plans and specifications and applicable federal, state, and local codes.

## **PART 3 PROCUREMENT SPECIFICATIONS**

### **3.1 General Requirements:**

The Lottery seeks a responsible, financially qualified and experienced vendor to provide comprehensive plans as those stated in Section 2.2, above, and the services requested in this EOI.

### **3.2 Scope of Work:**

See Part 4

At minimum, the Vendor shall have the ability to provide:

- 3.2.1.1 Advice, counsel, and recommendations with respect to positioning of offices and divisions within the agency;
- 3.2.1.2 Develop plans for office space with related electrical, electrical backup system, HVAC, communication lines, security system(s), and computer network;
- 3.2.1.3 Monitor the remodel and mechanical (electrical, HVAC, and communications) work for accuracy

### **3.3 Special Terms and Conditions:**

#### ***3.3.1 Bid and Performance Bonds:***

N/A

#### ***3.3.2 Insurance Requirements:***

\$1,000,000 Liability and \$1,000,000 Property Damage

#### ***3.3.3 License Requirements:***

Workers Compensation Certificate upon award

#### ***3.3.4 Litigation Bond:***

N/A

#### ***3.3.5 No Debt Affidavit:***

West Virginia State Code §5A-3-10a-(3)(d) requires that all vendors submit an affidavit of debt, which certifies that there are no outstanding obligations or debts owing the State of West

Virginia. The Debt Affidavit is attached to this request for proposal, which ***should*** be completed, signed and returned ***with*** the vendor's proposal. If bidding a joint proposal, a Debt Affidavit must be completed for both vendors.

### **3.4 General Terms and Conditions:**

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in Section 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 Lottery.

#### **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 Lottery 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 Lottery.

### ***3.4.5 Indemnification:***

The Vendor agrees to indemnify, defend and hold harmless the State and the Lottery, 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; (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 successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the EOI and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the EOI and the Vendor's proposal in 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 Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of

this contract. 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 & Renewals:***

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Lottery ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Lottery and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

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

If the Lottery 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 Lottery may terminate the contract at the end of the affected current fiscal period without

further charge or penalty. The Lottery shall give the vendor written notice of such non-allocation of funds as soon as possible after the Lottery receives notice. No penalty shall accrue to the Lottery 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 negotiated by the State, the Lottery and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. 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, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.



As soon as possible after receipt of a written change request from the Lottery, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Lottery a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

**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 Lottery 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 Lottery 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 Lottery 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.

The Lottery requires proof of work by documentation including, but not limited to, tear sheets, subcontractor or agent actual invoices, and, in the case of broadcast media purchases, by sworn affidavits.

**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 \$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 Department's right to pursue any other additional remedy to which the State or Department may have legal cause for action including further damages against the Firm.

**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 Lottery personnel at Vendor's location during normal business hours upon written request by Lottery within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Lottery 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 Lottery 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 Ownership of Data:**

All materials and data produced for the Lottery under the Contract shall be owned by the State of West Virginia unless otherwise agreed to in writing by the Lottery. Patents, copyrights, or trademarks accruing under or developed in connection with the performance under this Contract must be considered by the

Vendor as owned by, or perpetually licensed to, the State of West Virginia without additional financial considerations.

### **3.4.21 Prohibition for Billing for Work Not Authorized**

The successful vendor is prohibited from billing for work of any nature without written authorization from the Lottery Director, or the Director's designee.

## **PART 4 EOI TECHNICAL SPECIFICATIONS**

The Lottery will make one award

### **4.A DEFINITIONS**

1. "Contract" refers to the agreement or Purchase Order requested by the Owner and accepted by the Contractor/Vendor/Firm, together with all the provisions of this EOI and all parts of said agreement or Purchase Order.
2. "Contractor" refers to the person, company, or firm contracting with the State to furnish the services called for in the contract.
3. "Offeror" refers to the person, firm, or company offering to furnish the services called for in this EOI.
4. "Owner," "State," "Lottery" refers to the Department of Revenue, Lottery Commission.
5. "Services" or "Work" refers to all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for as issued pursuant to the contract.

### **4.1 Vendor's Proposal Format:**

The proposal should be formatted in the following order, providing the information listed below:

Title page - Should 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, **dated and signed.**

Table of Contents - Clearly identify the material by section and page number.

Section I – Professional Services: Discuss how the vendor will fulfill all of the professional services required as set forth in this EOI. Include a discussion of any services that will be subcontracted and how such subcontracts shall be managed. Detail of specific experience in providing quality planning/programming services.

Section II – Vendor Experience: Discuss the experience of both your company and your personnel in the areas of planning, development and general design activities. Provide three (3) recent examples of comprehensive office design plans your firm has developed for paying clients over the last two (2) years. Discuss memberships in professional organizations. List bank affiliations and provide credit references. Discuss any filings under bankruptcy protection laws. Discuss any taxes in arrears and explain if so. Discuss felony or gambling-related felony convictions, if applicable. Discuss ability to perform on a timely basis. Discuss demonstrated leadership ability in working with client committees. Submittal should include information covering the firm's history, and resume'(s) of the professionals who will be involved in the project.

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

## **4.2 Evaluation Process:**

### 4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of five (5) individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications, attains the final highest point score of all vendors (possible one-hundred 100 points maximum) shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

The firm must meet the requirements listed below in order to be considered qualified to perform the work required by this EOI. Bidders should have the following professional capabilities or staff available at the time of the EOI:

- Ability to document the Lottery's needs by understanding the variables that exist to arrive at a design solution for cohesive operations
- Architecture and engineering services for space development
- Interior design of space
- Electrical engineering
- Data and telecommunications engineering
- Ability to prepare specifications and drawings for bid purposes
- Provide a work flow chart to demonstrate management of this project
- A brief oral presentation will be required showing past work experience and proposed plan of action. These presentations will be set up after EOI have been submitted.

**4.3 Evaluation Criteria:** The following are the evaluation factors and maximum points possible for technical point scores:

40 Points: Firm Experience – To be based on the number of years of experience.

20 Points: Qualified Personnel – to be based on the number of personnel qualified in specific disciplines and meet the criteria provided in the bid for "Professional Services."

20 Points: Creativity – To be based upon three (3) designs provided by offering firm.

20 Points: Oral Interview –To be based on presented experience and proposed plan of action.

#### **4.4 Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total points possible. The minimum qualifying score would be 70% of 100 points or a technical score of 70 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.