



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  
**DEFK8165**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**1500 BLIZZARD DRIVE**  
  
**PARKERSBURG, WV**  
**26101 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/11/2008				

BID OPENING DATE: **03/06/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-07		
<p><b>ARCHITECT SERVICES, PROFESSIONAL</b></p> <p><b>EXPRESSION OF INTEREST</b></p> <p><b>CONTRACT TO PROVIDE ARCHITECT &amp; ENGINEERING SERVICES FOR DESIGN OF ADDITIONS AND PARTIAL RENOVATION OF THE NATIONAL GUARD ARMORY, 1500 BLIZZARD DRIVE, PARKERSBURG, WV 25401 PER THE ATTACHED SPECIFICATIONS.</b></p> <p><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p><b>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</b></p> <p><b>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</b></p> <p><b>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</b></p> <p><b>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDO</b></p>						

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 may be deemed null and void, and 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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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PAGE
<b>2</b>

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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<b>304-558-2544</b>

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**1500 BLIZZARD DRIVE**  
  
**PARKERSBURG, WV**  
**26101 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>02/11/2008</b>				

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<p>WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE</p>						

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**NATIONAL GUARD ARMORY**  
**1500 BLIZZARD DRIVE**

**PARKERSBURG, WV**  
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<p>DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p>						

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<p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: DEFK8165-----</p> <p>BID OPENING DATE: 03/06/2008-----</p> <p>BID OPENING TIME: 1:30 PM-----</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----  ***** THIS IS THE END OF RFQ DEFK8165 ***** TOTAL: _____						

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Request For  
EXPRESSION OF INTEREST

Additions and Renovations  
to the  
Parkersburg Armory  
West Virginia Army National Guard  
DEFK 8165

Part 1 GENERAL INFORMATION

- 1.1 Purpose:  
The Acquisition and Contract Administration Section of the Purchasing Division of West Virginia, "State" on behalf of the West Virginia Army National Guard - Construction and Facilities Management Office, "Agency" is soliciting Expression(s) of Interest (EOI) from qualified Firms to provide architectural and engineering services as defined in section two (2) and three (3).
- 1.2 Project:  
The mission or purpose of the project described in sections 2 & 3 is to design an additions for, and partially renovate the West Virginia Armory National Guard, Parkersburg Armory, 1500 Blizzard Drive, Parkersburg, WV 26101.
- 1.3 Format:  
It is preferred that all responses be received in a loose-leaf three-ring binder. The response should be presented in a concise format which defines the corporate history and the experience, qualifications and performance data of the firm's staff.
- 1.4 Inquiries:  
Additional information inquiries regarding 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:

Mr. John Abbott  
Purchasing Division  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-2544

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

- 1.5 Firm Registration:

Firm's participating in this process should complete and file a Firm Registration and Disclosure Statement (Form WV-1) and pay the registration fee. A Firm is not required to be a registered "Firm" with the Purchasing Division in order to submit an EOI, but the successful Firm must register and pay the fee prior to the award of a contract.

1.6 Oral Statements and Commitments:

Any verbal or written statements made prior to the appointment date and time for proposal opening are not binding unless received in writing issued as an "Addendum" by the purchasing Division. The Firm must clearly understand that statements made during the short list interview process are non-binding and informational only. However, terms, conditions and fees agreed upon during negotiations with the highest ranking most qualified Firm are considered binding once an offer and acceptance has occurred and reduced to writing.

1.7 Economy of Preparation:

Expressions of Interest 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 EOI 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 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 late for any reason according West Virginia State Code §5A-3-1 i. 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 (1) original plus ONE (1) convenience copy to:

Purchasing Division- ATTN: Mr. John Abbott  
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: ..... Mr. John Abbott  
Req#: ..... DEFK8165  
Opening Date: ..... 6 March 2008  
Opening T/me: ..... 1:30pm Local Time



- 1.10 **Rejection of Expressions:**  
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 an Expression confers no rights upon the Firm nor obligates the State in any manner to make an award.
- 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 or fee negotiations.
- 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 bids, or offers 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 as submitted by a Firm are the city 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 as 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 ..... 13 February 2008
- Expressions of Interest Opening Date.....6 March 2008

1.17 Mandatory Pro-Proposal Conference: N/A

1.18 Bond Requirements: N/A

1.19 Purchasing Affidavit:

West Virginia State Code §SA-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 proposal.

## PART 2. OPERATING ENVIRONMENT

2.1 Location: Agency is located at:

The West Virginia Army National Guard Headquarters  
 Division of Engineering and Facilities (DEF)  
 Coonskin Readiness Center  
 1703 Coonskin Drive  
 Charleston, West Virginia 25311  
 Attn: Michael Beckner

Project Location is at:

West Virginia Armory National Guard,  
 Parkersburg Armory,  
 1500 Blizzard Drive,  
 Parkersburg, WV 26101

2.2 Background:

The Division of Engineering and Facilities (DEF) has been directed to partially renovation the Parkersburg Armory. The Project will ultimately house administrative offices for military units co-located at the Parkersburg Armory. The existing Building will receive renovations to an existing storage area, converting that area into office space.

Approximate square footage: 2,120  
 Total Facility Budget: \$450,000

## PART 3. PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The Division of Engineering and Facilities (DEF) is currently developing the Project's scope. Once complete, this Scope will be made available to all Firms Short-Listed for preparation for interview. The Project is 50% State and 50% federal fund.

3.2 Scope of Work:

3.2.1 The Firm selected will be contracted to provide complete design of the Additions beginning with Planning and Schematic diagrams, continuing through Project development and culminating in construction documents. Professional Services are defined as Architectural, Engineering (all disciplines including but

not limited to: Mechanical, Electrical, Structural, Plumbing and Environmental), Site/Civil design, and Interiors. Final Services will be established during negotiations.

3.2.2 Complete Construction Documents including technical specifications, drawings, and any other documentation required for the complete construction of the Additions, to include any and all renovations to the existing Facility. The documents are to be produced in electronic format, preferably AutoCAD 2004 or above, but compatible none the less. They shall include, but are not limited to: Cover Sheet, location map showing Facility, any demolition information, site grading / utility plans, sufficient A/M/E/P/S/C plan and detail information for bidding and construction WITH-IN the established budget.

3.2.3 Formal reviews of the project documents will be held in the office of the CFMO at 35%, 70% and 95% completion. Payments for services rendered will be processed along this schedule with 100% payment being made upon successful award of a contract for construction.

3.2.4 The Firm selected will prepare construction cost estimates for the total work at 35%, 75% and 95% complete, during the project's design and document production phases.

3.2.5 Should the lowest responsible bid for construction be in access of funds allocated, the Architectural / Engineering design firm(s) shall be responsible for modifying the project documents in approved fashion in all forms necessary to produce project with-in budgetary and design constraints. This "re-design", if required, will include participation in Items 3.2.6 and 3.2.7 indicated below, with no additional cost to the State or Agency.

3.2.6 The Firm selected will participate in Pre-Bid meeting(s) and develop responses to "Requests for Information" by parties seeking to submit a bid for construction.

3.2.7 The Firm will prepare all Addenda, and review Requests for Substitution during construction bidding phase.

3.2.8 Upon successful award of a construction contract, the Firm will provide to the Division of Engineering and Facilities (DEF) two complete sets of construction documents in printed, bound, blue-line format, and one (1) set in electronic format - AutoCAD 2004 compatible.

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 Firm agrees to be bound by all the terms contained in Section Three (3) of this EOI.

#### 3.4.1 Conflict of Interest:

Firm affirms that it, its officers, 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 farther 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 proposes of influencing or attempting to influence an officer or employee of any State or Federal entity, State Legislature, State Governor, 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 State contract.

Firm agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, 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 Firm 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.

The 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 conductors of the Firm shall be deemed to be employees of the State for any purposes whatsoever.

The Firm shall be exclusively responsible for payment of employees 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.

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 original EOI, any addenda issued, the Firm's response and negotiated terms and conditions.

#### 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 Firm. 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 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 subcontracts. The State will consider the Firm to be the sole point of contact with regard to all contractual matters.

#### 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 officially canceled by a properly executed "Change Order" through the Purchasing Division.

#### 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 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.

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: N/A

#### 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 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 may have access to private and confidential data maintained by the Agency to the extent required for Firm to carryout 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 breech of confidentiality by the Firm, subcontractors, or individuals permitted access by 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 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.

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 form 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/n accordance with this section until an agreement is reached.

4.2 Expressions of Interest submitted will be evaluated by a committee of three (3) to five (5) representatives of the agency in accordance with **§5G-1-3**. The committee as stated will evaluate all submittals and by consensus select three (3) Firms, in their opinion, are best qualified to perform the desired service. These selections will be based off of the statements of qualifications and performance data and other material submitted by the interested Firms.

4.3 The committee shall rank, in order of preference, each of the three (3) selected Firms and arrange for interviews. Each of the three (3) Firms shall

begin with a score of one hundred. The format for the interviews will be a 30 minute presentation.

The criteria and assigned point values are as follows:

- General Qualifications of Primary Staff 35
- Project Specific Design Experience of Firm 35
- Oral presentation 30

END OF REQUEST FOR EXPRESSION OF INTEREST



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_