



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
DNR90076

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV
 25305 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/28/2007				

BID OPENING DATE: **01/08/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-00-00-001		
<p>ENGINEERING STUDY OF DNR FISH HATCHERIES</p> <p>EXPRESSION OF INTEREST</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING PROPOSALS FROM QUALIFIED FIRMS TO PROVIDE AN ENGINEERING STUFDY OF THE DIVISION'S FISH HATCHERIES. THE STUDY WILL INCLUDE A COMPLETE ANALYSIS OF THE SEVEN (7) COLD WATER HATCHERIES AND THE TWO (2) WARM WATER HATCHERIES. THE STUDY WILL DEVELOP A LIST OF IMPROVEMENTS NEEDED AT EACH HATCHERY COMPLETE WITH COST ESTIMATES AND ALSO INCLUDE A PLAN FOR INCREASING TROUT PRODUCTION TO 1,000,000 POUNDS.</p> <p>ADDITIONAL PROPOSAL REQUIREMENTS ARE ATTACHED.</p> <p>IF CHOSING TO SUBMIT A BOUND PROPOSAL, IT IS PREFERRED THAT THE PROPOSAL BINDING BE EASY TO REMOVE. PLEASE DO NOT SUBMIT HARD BINDINGS.</p> <p>ALL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS EXPRESSION OF INTEREST (EOI), VIA FAX AT 304-558-4115, OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. WITH THE EXCEPTION OF QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A PROPOSAL TO THE STATE OF WEST VIRGINIA WHICH MAY BE ORAL.</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.

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
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BID OPENING DATE: **01/08/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEADLINE FOR QUESTIONS IS 12/14/2007.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: DNR90076</p> <p>BID OPENING DATE: 01/08/2008</p> <p>BID OPENING TIME: 1:30 PM</p>						

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<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>-----</p>						
<p>***** THIS IS THE END OF RFQ DNR90076 ***** TOTAL:</p>						

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Revised July 26, 2007

EXPRESSION OF INTEREST STUDY OF DIVISION OF NATURAL RESOURCES' HATCHERIES

Part 1 GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting Expression(s) of Interest (EOI) for the Division of Natural Resources, Wildlife Resources Section, "Agency", from qualified firms to provide architectural/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 provide a detailed study of the 7 cold water and 2 warm water fish hatcheries operated by the Agency to determine needed repairs and improvements at each hatchery. The consultant will also be required to provide a study to determine how annual trout production can be increased from 750,000 pounds to 1,000,000 pounds. Once the study is completed and a budget is established, the consultant will develop plans and specifications for the improvements selected to conform with the budget.

1.3 Format: N/A

1.4 Inquiries:

Additional information inquiries regarding this EOI must be submitted in writing to the State Buyer with the exception of questions regarding 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:

Krista Ferrell
Purchasing Division
P.O. Box 50130
Charleston, WV 25305-0130
Phone: 304-558-2596
Fax: (304) 558-4115
kferrell@wvadmin.gov

The firm, or anyone on the firm's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result

in rejection of the EOI. The State Buyer named above is the sole contact for any and all inquiries after this EOI has been released.

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

1.7 Economy of Preparation:

EOI's 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 **CANNOT** waive or excuse late receipt of an expression which is delayed and late for any reason according West Virginia State Code §5A-3-11. Any EOI received after the bid opening time and date will be immediately disqualified in accordance with State law and the Legislative Rule 148-CSR-1.

Submit:

One original plus (3) 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: Krista Ferrell-File 21

Req#: DNR90076

Opening Date: 01/08/2007

Opening Time: 1:30 pm

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 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 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 EOI's 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 expressions have been opened.

1.15.2 *Written Release of Information.*

All public information may be released with or without a Freedom of Information

request, however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request, which ever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a 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 submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the EOI:	11/30/2007
Firm's Written Questions Submission Deadline.	12/14/2007
Addendum Issued	Wk. of 12/17/2007
Expressions of Interest Opening Date	01/08/2008
Estimated Date for Interviews	01/21/2008

1.17 Mandatory Prebid Conference: Not applicable

1.18 Bond Requirements: Not applicable

1.19 Purchasing Affidavit:

West Virginia State Code §5A-3-10a (3) (d) requires that all firms submit an Affidavit regarding any debt owed to the State and licensing and confidentiality certifications. 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 agency location is
West Virginia Capitol Complex
Building 3, Room 816
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

The nine hatcheries are located as follows:

1. Bowden Hatchery, Elkins, WV
2. Edray Hatchery, Marlinton, WV

3. Petersburg Hatchery, Petersburg, WV
4. Reeds Creek Hatchery, Franklin, WV
5. Ridge Hatchery, Berkley Springs, WV
6. Spring Run Hatchery, Petersburg, WV
7. Tate Lohr Hatchery, Princeton, WV
8. Apple Grove Hatchery, Gallipolis Ferry, WV
9. Palestine Hatchery, Elizabeth, WV

2.2 Background: The West Virginia Division of Natural Resources operates 9 fish hatcheries. Seven of the hatcheries are cold water and two are warm water. The consultant will be required to provide a detailed study of each hatchery and make recommendations with cost estimates for improvements needed at each hatchery.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements: The West Virginia Division of Natural Resources is soliciting Expressions of Interest from qualified architectural/engineering firms for a study of nine fish hatcheries to determine the condition of the hatchery infrastructure; a list of needed improvements; a cost of estimate of the recommended improvements; recommendations on effluent discharge treatment; and at the cold water hatcheries, recommendations on increasing trout production from 750,000 pounds to 1,000,000 pounds annually.

3.2 Project Description: The selected architect/engineer will be responsible for providing the following services related to the project:

Phase I

The consultant will visit and evaluate each of the nine fish hatcheries. The evaluation will consist of an analysis of the water supply, raceways, buildings, effluent treatment requirements, operational cost, etc. This study will include preliminary cost estimates for upgrading each hatchery. This phase will require close coordination with both the hatchery managers and DNR management. The consultant should provide various options along with cost estimates for improving the hatcheries and to help DNR management to determine the best alternative for upgrading each hatchery. Most of the hatcheries have construction plans, but at least some preliminary surveying work will be required. The phase I study will be used to attempt to obtain funding for the hatchery improvements. Depending on available funding, the consultant will be requested to proceed with Phase II. As part of this study, the consultant will also provide preliminary plans and cost estimates for increasing trout production to 1,000,000 pounds annually. Operational cost for the additional production and the improvements should also be included in the study.

Phase II

The consultant will develop plans and specifications for upgrading hatcheries based on available funding. The consultant will provide detailed cost estimates and assist DNR in bidding the selected projects. Since the scope of work for Phase II is unknown at the present time, the cost of this phase will have to be negotiated once the amount of funding is known. The consultant agreement will then be modified by change order to reflect the additional work required.

Phase III

The consultant will be required to provide contract administration and full-time inspection services during construction, including approving pay estimates and change orders, reviewing shop drawings, preparing as-built drawings, and a final report. Since the scope of work for this phase is unknown at the present time, the cost of this phase will have to be negotiated once the amount of funding is known. The consultant agreement will then be modified by change order to reflect the additional work required.

Submittal Requirements: Each firm submitting an Expression of Interest shall include information which addresses the following elements:

- A. A statement of the firm's capability to perform the required study and to develop plans and specifications.
- B. A projected timetable and performance schedule which will enable the firm to complete the Project in a timely manner.
- C. The location of the firm's office which will design the required improvements.
- D. A brief narrative which indicates the level of understanding of fish hatchery operation and design.
- E. A statement of the consultant's experience in the planning, design and administration of construction contracts for fish hatchery projects. Such statement should include the following.
 1. A list of fish hatcheries projects that were designed by the firm or for which construction contracts were administered during the past ten years.
 2. A list of hatcheries studies completed by the

firm related to water supply, recirculation systems, effluent treatment systems, trout production, and raceway layout.

3. Whether such projects were completed on time and an explanation for delays if the projects were not completed on time.
 4. Whether such projects were completed within budget and an explanation if the projects were not within budget.
- F. A statement of the size, nature, and status of major projects for which the firm currently has under contract.
- G. The names, addresses, and telephone numbers of at least three references which may be contacted by the Division of Natural Resources concerning the firm's work on fish hatcheries.
- H. The names, addresses, telephone numbers and credentials of the firm's corporate officers and principals.
- I. A statement of the education, background and experience of key professional staff members to be assigned to work on the Project, including the percentage of time to be devoted to the Project, the proposed organizational chart describing the relationships among the key professional staff to assure orderly communication, accountability, distribution of information and coordination of activities.
- J. A statement as to whether the firm intends to subcontract any portion of the services to be provided to the Division of Natural Resources and, if so, a description of the subcontracting firms, their scope of work and their qualifications.
- K. A statement of the firm's capabilities regarding environmental engineering.

- L. A statement of the firm's policy toward minority participation in the projects it designs, engineers or for which it administers construction contracts.
- M. A description of any unsuccessful litigation or arbitration proceedings related to the firm's performance of a contract for architectural/engineering services or the administration of construction contracts for projects which the firm had designed.
- N. A statement as to whether the firm has ever been disqualified from bidding or proposing governmental contracts for the federal government or any state.

3.3 **Special Terms and Conditions:**

3.3.1 *Bid and Performance Bonds:*

3.3.2 *Insurance Requirements:* \$1,000,000 Professional Liability
Workers Compensation Certificate upon award

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 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 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.

The 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.

The Firm shall hold harmless the State, and shall provide the State and Agency with a defense against all claims including but not limited to the foregoing payments, withholdings, 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 or to complete work.

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 contained in the notice, the State shall issue the firm an order to cease and desist 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 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 based on 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, 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 \$100.00 per workday, for failure to provide deliverables at the agreed upon date identified in the final contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the 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 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 and Award Process:

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

"In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit 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 of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached."

- b) The evaluation criteria and assigned point values are as follows:
1. **30 points**
The design team proposed for this project.
 - A. Background of the project manager.
 - B. Background of other key personnel.
 - C. Background of any consultants required on the project.

 2. **30 points**
Previous experience of your firm.
 - A. Describe similar projects.
 - B. Provide a detailed list of similar projects.
 - C. Provide cost information of similar projects including your estimate and the actual construction cost.

 3. **30 points**
Proposed design approach for this project.
 - A. Describe proposed design philosophy for this project.
 - B. Give a brief plan on how your firm would proceed with this project.
 - C. What problems do you anticipated during the project?

 4. **10 points**
Other considerations.
 - A. Interview.
 - B. Describe any awards that you have received for design excellence.
 - C. Have you been involved in litigation in the past five years?

The information requested in this section should only be submitted if your firm is selected as one of the firms for an interview. The selected firms will be allowed 90 minutes to present their qualifications during the personal interview by the evaluation committee.

RFQ No. _____

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 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: _____