



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
GSD086423

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES
 BUILDING 1 ROOM MB60
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0123 304-558-2317

DATE PRINTED 01/31/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 03/11/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-07		
<p>CAPITOL CAMPUS MASTER PLANNING SERVICES</p> <p>EXPRESSION OF INTEREST</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING PROPOSALS FOR QUALIFIED ARCHITECTURAL/ENGINEERING/LANDSCAPE DESIGN FIRMS TO PROVIDE PROFESSIONAL DESIGN AND CONTRACT ADMINISTRATION SERVICES AS DEFINED IN THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS EXPRESSION OF INTEREST MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS EOI, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. TECHNICAL QUESTIONS MAY ALSO BE SUBMITTED DURING THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, QUALIFICATIONS, GENERAL SCOPE OF SERVICE, ETC. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 02/26/2008 AT 5:00PM. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON FEBRUARY 20, 2008 AT 2:00 PM IN BUILDING #1 (THE MAIN CAPITOL BUILDING) IN ROOM MB60 (BASEMENT). ALL PRIME FIRMS WISHING TO SUBMIT A BID FOR THIS EXPRESSION OF INTEREST MUST ATTEND THIS MEETING.</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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<p>SUBCONTRACTORS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME FIRM FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM SUBMITTING A PROPOSAL FOR THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</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>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p>						

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>REV. 11/96</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>						

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01/31/2008				

BID OPENING DATE: 03/11/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>EOI. NO.: GSD086423</p> <p>EOI OPENING DATE: 03/11/2008</p> <p>EOI OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ GSD086423 ***** TOTAL: _____</p>						

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EXPRESSION OF INTEREST

Regarding

ARCHITECTURAL / ENGINEERING DESIGN SERVICES

CAPITOL CAMPUS MASTER PLANNING SERVICES

Project No. GSD 086423

At

WEST VIRGINIA STATE CAPITOL
1900 Kanawha Boulevard, East
Charleston, West Virginia

Response Deadline:

1:30 P.M.

**On
March 11, 2008**

Issued by:

State of West Virginia
Purchasing Division

For

**State of West Virginia
General Services Division**

Part 1 **GENERAL INFORMATION**

1.1 **Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division (State) on behalf of the Department of Administration - General Services Division (Agency) is soliciting Expressions of Interest (EOI) from Qualified Architectural / Engineering / Landscape Design firms to provide professional design and contract administration services as defined in sections two (2) and three (3).

1.2 **Project:**

The purpose of the project is to provide Capitol Campus Master Planning Services, including:

- Campus Planning
- Proposed Campus Expansion
- Pedestrian and Traffic Circulation
- Parking Planning
- Location of new Buildings and Facilities
- Site Utility Planning, including buried utilities and lighting
- Site Security Planning
- Landscaping Elements

1.3 **Format:** Not Applicable

1.4 **Inquires:**

Additional information inquiries regarding this Expression of Interest 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 inquires is identified in the 'Schedule of Events', Section 1.16. All inquiries of specification clarification must be addressed to:

Krista Ferrell, Senior Buyer
Purchasing Division
Post Office Box 50130
2019 Washington Street, East
Charleston, West Virginia 25305-0130
Fax: (304) 558-4115

The firm, or anyone on the firm's behalf, is not permitted to make any 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:**

Vendors participating in this process should complete and file a '**Vendor Registration and Disclosure Statement (Form WV-1)**' and remit the registration fee. Vendor is not required to be a registered vendor in order to submit an Expression of Interest (EOI), but the **selected vendor must register** and pay the fee prior to the issuance of an actual 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 are **not** binding. Only 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:**

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

1.8 **Labeling of Sections:**

The response sections should be labeled for ease of evaluation.

1.9 **Submission:**

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

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

Submit one original plus three (3) complete convenience copies to:

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

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

Buyer: Krista Ferrell
Requisition #: GSD 086423
Opening Date: March 11, 2008
Opening Time: 1:30 P.M.

1.10 **Rejection of Expressions:**

The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. However, the state reserves the right to accept or reject any or all expressions and to reserve the right to withdraw this expression of Interest at any time and for any reason. Submission of, or

receipt by the State of Expressions of Interest (EOI) confers no rights upon the bidder 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 bidder responding to this Expression of Interest (EOI) for expenses to prepare, deliver, or to attend conferences or the short list interviews.

1.12 Addenda:

If it becomes necessary to revise any part of this Expression of Interest (EOI), an official written addendum will be issued by the State to all potential bidders of record. Receipt of any such addenda shall be acknowledged in the proposal.

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:

1.15.1.1 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.

1.15.1.2 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(s). Currently the fees are \$0.50/page, or a minimum of \$10.00 per request, whichever is greater.

1.15.1.3 Risk of Disclosure

The only exemptions to disclosure of information are listed in the 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 Disclosure'. The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the EOI		February 1, 2008
Mandatory Pre-Proposal Conference	2:00 PM	February 20, 2008
Vendors's Written Questions Submission Deadline		
	5:00 PM	February 26, 2008
Expressions of Interest Opening Date	1:30 PM	March 11, 2008
Approximate Short Listing Due Date		March 20, 2008
Estimated Date For Interviews	Week of	March 31, 2008
Final Ranking		April 15, 2008
Approximate Award Date		May 15, 2008

1.17 **Mandatory Pre-Proposal Conference:**

There will be a MANDATORY pre-proposal conference on February 20, 2008; 10:00 A.M. at West Virginia State Capitol, Building #1 (Main Capitol Building), Room MB60 located in the basement (1900 Kanawha Blvd, East) Charleston, West Virginia, 25305. Any firm wishing to submit a proposal must have a representative present at this conference.

1.18 **Bond Requirements:**

Not Applicable.

1.19 **Purchasing Affidavit:**

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

PART 2 **PROJECT DESCRIPTION**

2.1 **Location:**

Project will be located at the West Virginia State Capitol on 1900 Kanawha Boulevard, East; Charleston, West Virginia 25305.

2.2 **Background:**

The purpose of this project is to provide Capitol Campus Master Planning Services, including:

- Campus Planning
- Proposed Campus Expansion
- Pedestrian and Traffic Circulation
- Parking Planning
- Location of new Buildings and Facilities
- Site Utility Planning, including buried utilities and lighting
- Site Security Planning
- Landscaping Elements

All plans will be subject to the review and approval of the Capitol Building Commission. Project shall include recommendations on the location, size, massing, height and square footage of new major campus buildings, however the architectural design of these new major buildings is not included in these planning services.

2.3 **General Information:**

The West Virginia Capitol Campus is a 54 acre site containing the Capitol Building, Governor's Mansion, Cultural Center, State Office Buildings and other facilities. Since the Capitol site was selected in the early 1920's the site has grown from 16 acres to its present size. The present site has outlived recommendations from previous Master Plans and the planning process must be renewed. Past plans were conducted in 1932, the late 1940's, and late 1960's.

The Capitol Campus is located along the Kanawha River in Charleston. The site has long been adjacent to residential neighborhoods and the grounds are open to the public. The Capitol Complex hosts the Vandalia Festival and other public events throughout the year. While this public access is encouraged, there have been concerns about security for both the Capital complex and the general public. The planning process is intended to balance these concerns.

Historic buildings on the site include the State Capitol designed by Cass Gilbert, Holly Grove, a historic home dating to 1820; and the Department of Motor Vehicles Building (Building 3), designed by Cass Gilbert Jr.. With approximately 768,000 square feet of office space almost 5,000 persons are employed at the site. During the three month legislative session, the number persons on the campus increases dramatically.

The proposed master plan must be compatible with Cass Gilbert's original intent for the Capitol site while still providing for future State government needs.

2.3.1 **Scope of Services:**

This project will consist of multiple tasks under one contract:

Task One – Development of Master Plan, including parking, security and other components.

Task Two – Preparation of plans and details of landscaping elements, including security, pavement, circulation and other projects for bidding or construction under other contracts.

Task Three – Construction contract administration services for selected landscaping – security items may be part of this contract.

2.3.2 **Project Period:**

The anticipated project period will be Ten (10) months for Task 1 Services. The time frame for Task Two and Three services has yet to be determined.

2.3.3 **Professional Services Required:**

Professional services shall include, but are not limited to: Planning and Programming services; Site Development services, Architectural Design services; Civil, Mechanical & Electrical Engineering services; Historic Preservation services; Parking Consultant services; Energy Conservation (LEED) services; bidding, construction contract administration services, post-contract services, and other professional services as necessary to meet the program requirements.

The architectural / engineering firm (team) will be required to have as part of the design team: cost estimator, Historic Preservation consultant; parking consultant; security consultant; hazardous materials remediation consultant, and members having specialized knowledge in other applicable areas.

The firm selected will be expected to assist with the coordination of the project design with multiple agencies and shareholders. Design charrettes may be required to assist with collaborative design solutions. Phases of the overall project planning may be accelerated to assist the scheduling of other concurrent projects.

Other issues/considerations will include the distribution of mail, goods and services across the campus, parking needs, access for visitors, etc. New buildings under consideration include a Financial Center, Capitol Daycare, future offices and parking facilities.

2.3.4 Agreement

The Agreement document for Architectural / Engineering services under this project will be the 'Standard Form of Agreement between Owner and Architect', AIA Document B141-1997 and shall include the State of West Virginia Supplementary Conditions to AIA B141-1997.

2.3.5 Proposal Evaluation Criteria:

Proposal evaluation will include, but not be limited to, the following criteria:

- Quality and Content of Proposal
- Firm / Team Qualifications
- Demonstrated experience in planning projects and specified design specialties.
- Creative solutions on past projects

2.4 Proposal Format:

Information submitted shall be formatted in three ring binders with the same order as set forth below.

2.4.1 Firm/Team Qualifications:

Provide the name, address, phone number, e-mail address and signature of the firm's contact person responsible for the project and having full authority to execute a binding contract on behalf of the firm submitting the proposal.

The design team is expected to include expertise in the areas previously mentioned.

Provide a statement of the firm's ability to handle the project in its entirety;

Provide a statement of the firm's acceptance and full understanding that any and all work produced as a result of the contract will become property of the agency and can be used or shared by the agency as deemed appropriate.

Provide evidence of the firm's ability to formulate designs in conformance with all local, state and federal regulations applicable to the project. These requirements shall include building and life safety code requirements, LEED, and American's with Disability Act (ADA) requirements.

2.4.2 Project Organization:

Provide information on names of personnel who will manage and proposed persons assigned to the project, locations of firms offices and from where the project will be managed and the work performed. A project organizational chart including key personnel and the proposed organization of the project team.

Provide a statement or evidence of the firm or team's ability to provide services within the project time frame and a project schedule outlining the key phases of the proposed project.

2.4.3 Demonstrated Experience in completing projects of a similar size and scope:

Provide descriptions of relevant projects demonstrating your firm's ability to execute projects similar to those described in this Expression of Interest. Provide descriptions of not more than ten projects performed in the last ten years. Projects of interest should include work performed within the State of West Virginia.

Project experience shall include the following information pertaining to the listed projects:

- A. Project Name
- B. Project location
- C. Project description
- D. Construction cost and type of service provided
- E. Project size including square footage, cost and other information you deem relevant;
- F. Name of Project Owner, including phone number and address;
- G. Contract information including date of completion or percentage or work completed;
- H. Photographs of each project;
- I. Other relevant information

2.4.4 References:

For the last five clients for whom the firm has conducted projects of a similar size and type, provide the name of the contact person along with addresses, telephone numbers and a short description of the project.

2.4.5 Key Personnel:

Provide the names, function and resume of individuals within your organization who will be assigned to this project.

Provide information on other project consultants/firms employed by the lead firm for this project.

2.4.6 Required Statements:

Include a description of any litigation or arbitration proceedings, including vendor complaints filed with the State's Purchasing Division, relating to the firms delivery of Design Services.

Include signed Purchasing Affidavit on the attached form.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

3.2 Project Description: See above.

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.

3.4.12 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.**

3.4.13 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 One Hundred and Fifty Dollars (\$150) 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 and 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:
 Evaluation criteria shall be based on a total of 100 points, inclusive of the oral interview. Short listed firms will be given a maximum of forty-five minutes for presentations with fifteen minutes for questions.

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: _____