



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

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/18/2008				

BID OPENING DATE: 05/15/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 7		
				THIS ADDENDUM IS ISSUED TO:		
				1.) REISSUE THE SPECIFICATIONS FOR THE EXPRESSION OF INTEREST WITH THE ATTACHED NEW EXPRESSION OF INTREST SPECIFICATIONS.		
				2.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED DURING THE MANDATORY PRE-BID MEETING AND THOSE SUBMITTED PRIOR TO THE DEADLINE		
				3.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST		
				4.) AND PROVIDE A COPY OF THE POWER POINT PRESENTATION FROM THE MANDATORY PRE-BID MEETING		
				PROPOSAL OPENING DATE REMAINS: 05/15/2008		
				PROPOSAL OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 7 *****		
0001	1	JB		906-07		
				CAPITOL CAMPUS MASTER PLANNING SERVICES		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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

EXPRESSION OF INTEREST
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
CAPITOL CAMPUS MASTER PLANNING

Project No. GSD086423

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 West Virginia Department of Administration, General Services Division, "Agency," from qualified firms to provide architectural/engineering services as defined in section two (2) and three (3).

1.2 Project:

The purpose of this request is to provide for a contract for Capitol Campus Master Planning Services, as described in sections 2 & 3, including:

- Campus Planning
- Proposed Campus Expansion
- Pedestrian and Vehicular Traffic Circulation
- Parking Planning
- Planning Location of New Buildings and Facilities
- Planning for Site Utilities (including buried utilities and lighting)
- Planning for Site Security
- Landscaping

1.3 Format:

The agreement document for Architectural and 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.

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

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, as indicated in Section 4. It is strongly preferred that all submissions should be in ring binders or similarly bound as to allow for the Agency to remove sections to make additional copies.

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 three (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
Requisition #: GSD086423
Opening Date: May 15, 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 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:	February 1, 2008
Mandatory Pre-Proposal Conference: (2:00pm)	February 20, 2008
Written Questions Submission Deadline: (5:00pm)	February 26, 2008
Addendum #1 Issued:	February 4, 2008
Addendum #2 Issued:	February 12, 2008
Addendum #3 Issued:	February 14, 2008
Addendum #4 Issued:	February 27, 2008
Addendum #5 Issued:	March 26, 2008
Addendum #6 Issued:	April 17, 2008
Addendum #7 Issued:	April 18, 2008
Expressions of Interest Opening Date: (1:30pm)	May 15, 2008
Estimated Date for Completion of Short Listing:	May 29, 2008
Estimated Date for Interviews: (Week of)	June 9, 2008

1.17 **Mandatory Pre-Proposal Conference:**

There will be a MANDATORY pre-proposal conference at the designated date at the West Virginia State Capitol, Building One (Main Capitol Building), in Room EB54 located in the basement of the East Wing, Charleston, West Virginia, 25305. Any firm wishing to submit a proposal must have a representative at this conference.

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:** Agency is located on the West Virginia State Capitol Complex, in the Main Capitol Building, Building One, Room MB60, located at 1900 Kanawha Boulevard East, Charleston, West Virginia, 25305. The Capitol Campus is currently bounded to the East by Elizabeth Street, to the West by Michigan Avenue, to the South by Kanawha Boulevard and the Kanawha River, and to the North at various points by Piedmont Road, Interstate I-64, and railway tracks.

2.2 **Background:**
The purpose of this request for Expressions of Interest is to provide the Agency with Capitol Campus Master Planning Services, including:

- Campus Planning
- Proposed Campus Expansion
- Pedestrian and Vehicular Traffic Circulation
- Parking Planning
- Planning Location of New Buildings and Facilities
- Planning for Site Utilities (including buried utilities and lighting)
- Planning for Site Security
- Landscaping

The West Virginia Capitol Campus is a 54-acre site containing the Main Capitol Building, the Governor's Mansion, the Science and 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 Master Plans were conducted in 1932, the late 1940's, and the 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 Campus hosts the Vandalia Festival celebrating Appalachian heritage and other public events throughout the year. While this public access is encouraged, there have been concerns about security for both the general public and the Campus' facilities. The Master Planning process is intended to balance these concerns.

Historic buildings on the site include the Main Capitol Building, designed by Cass Gilbert; the Holly Grove Mansion, a historic home dating to 1820; and the Motor Vehicles Building ("Building Three"), as 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 (January to March each year), the number of persons on the Capitol Campus increases dramatically, thus increasing the concerns for security, traffic control, and parking.

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

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The Agency defines a Master Plan as an overall development concept described using narrative and maps. Such plan shall provide comprehensive guidance and address campus size, form, character, image and environment. It includes proposed building growth while at the same time defining outdoor spaces that unify functions. Major components of this Master Planning include:

- Campus Planning
- Proposed Campus Expansion
- Pedestrian and Vehicular Traffic Circulation
- Parking Planning
- Planning Location of New Buildings and Facilities
- Planning for Site Utilities (including buried utilities and lighting)
- Planning for Site Security
- Landscaping

Professional services required to develop the Master Plan 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.

The architectural / engineering firm (team) will be required at a minimum to have as part of the design team: a cost estimator, a historic preservation consultant, a parking consultant, a security consultant, and a hazardous materials remediation consultant.

The firm selected will be expected to assist with the coordination of the Master

Plan with multiple State 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.

Assisting the Agency in acquiring approvals by the Capitol Building Commission (pursuant to WV State Code §4-8-4 & 4-8-5) and other shareholders shall be part of the Master Plan Task.

3.2 **Project Description:**

The scope of this project will consist of tasks necessary to fully to develop the Master Plan.

Development of the Master Plan includes determining the location of future buildings; making recommendations for parking, traffic flow, security, signage, and landscaping; inventory of existing site conditions; and recommendations for utilities as they affect the overall Master Plan on the Capitol Campus.

New buildings under consideration include a Financial Center, Capitol Daycare, future offices and parking facilities. Providing for the conceptual and/or schematic phase services for proposed building sites will be part of the Master Plan; however, the design of new buildings is not included in the Master Plan scope of services. Plan shall include building locations, along with rationale for location, proposed massing and footprint. Detailed evaluations of buildings or renovation of existing buildings is not included in the Master Plan scope of services. All plan components, except building design as it is excluded from the scope of services of the Master Plan, shall be carried through the schematic design phase and into design development. Schematic design is defined as providing conceptual (only) ideas and methods. Design development is defined as coordinating the concepts of the schematic design phase into the overall plan. Implementation services including contract documents (detailed plans and specifications) and construction phase services will not be part of this contract.

Providing parking recommendations for surface lots, existing parking structures and future parking structures will be part of the Master Plan. The scope of this contract shall not include the design and construction of new parking buildings.

Specific site circulation elements including roadways, sidewalks, bus drop-off areas, entries, site handicapped accessibility, parking areas, paving, and appurtenances to facilitate the delivery of goods and services (deliveries, mail, garbage, site access, etc) shall be included in the report.

Site security, including perimeter security and implementation of site compartmentalization shall be included in the Master Plan. Design development,

including preliminary details for security devices including barriers, gates or crash barriers, fencing, passive restraints, call systems and other site security elements shall be developed and included in the report.

Site signage recommendations including details, sign locations and proposed language shall be included in the report.

Landscaping, including recommendations on plantings, grasses, equipment, landscape elements, maintenance procedures, development of public spaces and development of LEED site elements shall be included in the report.

The report shall include recommendations for State-owned site utilities, including storm drainage, site water, sewer, electric, steam heat, chilled water and lighting to serve existing conditions and future growth or the relocation of onsite public utilities as necessary to implement the Master Plan. The Master Plan shall include development of utility corridors on the site and planning for future growth and capacity. The firm developing the Master Plan shall consult with the WV Office of Technology to provide guidelines for Data and Communication utilities on site.

In general, interior space planning information will be provided by the Agency and is not included in the Master Plan scope.

Other site issues and considerations will include the distribution of mail, goods and services across the campus, public or visitor parking needs (including drop-off areas, bus unloading and parking, handicapped spaces, etc.), access avenues for visitors, distribution of parking spaces for various Capitol agencies and functions, and accommodation of public events occurring on the Campus.

The finished product, the Master Plan, shall include the report, drawings, sketches, renderings or models necessary to adequately define and present the developed plan.

3.3 Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds:* Not Applicable

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 **\$150.00** 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:

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

"In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project. All such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three [§59-3-1et seq.] A committee comprised of three to five representatives of the agency initiating the request shall evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service. Interviews with each firm selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment. The committee shall then rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall

commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.”

4.2 Proposal Format:

It is strongly preferred that information submitted should be formatted in ring binders or similarly bound to allow the Agency to remove sections to make additional copies, if necessary, and in the order as set forth below:

4.2.1 Scope of Work

Provide anticipated concepts and proposed methods of addressing the concerns and concepts as explained in the Background, General Requirements, and Project Description, above.

4.2.2 Firm/Team Qualifications

- a. 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.
- b. Provide the names, function and resume of individuals within the lead firm’s organization who will be assigned to this project.
- c. The design team is expected to include expertise in the areas previously mentioned. Provide information on the other project consultants, sub-consultants, and firms proposed to be employed by the lead firm for this project.
- d. Provide a statement of the firm’s ability to handle the project in its entirety.
- e. 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.

- f. 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 Americans with Disability Act (ADA) requirements.
- g. Provide a description of any litigation or arbitration proceedings, including vendor complaints filed with the State's Purchasing Division, relating to the firm's delivery of design services, if applicable.

4.2.3 Project Organization

- a. Provide information on the personnel who will manage and persons proposed to be assigned to the project. Provide locations of firm's offices and indicate from where the project will be managed and the work performed. Provide a project organizational chart including key personnel and the proposed organization of the project team.
- b. Provide a statement or evidence of the firm or team's ability to provide services within the project time frame and a proposed project schedule outlining the key phases.

4.2.4 Demonstrated Experience in Completing Projects of a Similar Size and Scope:

- a. Provide descriptions of relevant projects demonstrating the 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 interests should include work performed within the State of West Virginia.

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

- Project Name
- Project Location
- Project Description
- Construction cost and type of service provided
- Project size including square footage or acreage, cost and other relevant information
- Name of project Owner, including phone number and address
- Contract information including date of completion or percentage of work complete
- Photographs of each project

- Any other information deemed relevant
- b. Provide references for the last five clients for whom the firm has conducted projects of a similar size and type; include the name of the contact person along with the addresses, telephone numbers and short description of the project.

4.3 Evaluation Criteria

Evaluation criteria shall be based on a total of 100 points, inclusive of the oral interview, with total points possible per section, as follows:

- | | |
|--|--------------------|
| 1) Concept, or how the proposal demonstrates understanding of the concept | 10 points possible |
| 2) Firm/Team Qualifications: | 25 points possible |
| 3) Project Organization | 20 points possible |
| 4) Demonstrated Experience in Completing Projects of a Similar Size and Scope: | 30 points possible |
| 5) Oral Interview | |

Selected firms should be prepared to conduct an approximately one hour, on-site (Main Capitol) question-and-answer session, with allowance to the firm for the first quarter hour to make a presentation of any type they deem suitable to demonstrate their abilities, knowledge of the subject matter and qualifications. Questions can be based on any aspect of submitted proposals.

15 points possible

EOI#GSD086423 Capitol Complex Planning Services

Technical Questions & Answers

From Submitted Emails

Question #1: What is the budget for the master planning project?

Answer #1: At this time there is no formal budget for the project. A budget will be determined during contract/scope negotiations that incorporates the necessary tasks.

Question #2: Is a copy of the 1960s Master Plan available?

Answer #2: No. The 1960's Master Plan will be made available to the successful firm; portions of the 1960s Master Plan were incorporated into the pre-bid meeting.

Question #3: Will an inventory of existing buildings be required and, if so, to what extent?

Answer #3: No, a building inventory will not be required as part of this project. The Owner already has other ongoing projects on the campus buildings. We will provide necessary information on campus buildings and these projects to the selected firm.

Question #4: Does the request for the inclusion of a parking consultant on the A&E team relate to structured parking, such as garages, rather than just surface/lot parking?

Answer #4: The review of parking needs will include parking in structures, surface lots and street parking. The state currently has one parking structure which is currently undergoing renovation under a separate contract. The master plan will respond to such questions as where we need future spaces, how many, what type of spaces (Visitor, employee, guest, legislator, handicapped, etc) and how do we move people between the parking lots and offices or activities. The consultants report should make recommendations on where structures are needed and how many spaces are required.

Question#5: Can the existing space planning study for the project be coordinated with our firm's planning study? Ultimately we are trying to determine if we would need to include a space planning firm on our team.

Answer#5: Space planning (see Question#8, below) is not included within the scope of services expected from the Master Plan firm/team. Information gathered by the Agency through its separate contract for space planning will be shared with the Master Plan team to coordinate simultaneous activities.

Question#6: Will security sub-consultants be a factor? Should we include one on our team?

Answer#6: Sections 3.1 (Paragraph 3) and 3.2 (Paragraph 6) cover this topic. A security consultant or sub-consultant is one of the minimum required Master Plan team members.

From the Pre-Bid Meeting

Question #7: Will a copy of the pre-bid sign-in sheet be available?

Answer #7: Yes, the sign-in sheet is attached to this addendum to the EOI.

Question #8: To what extent will architectural services covered under this contract involve future building design?

Answer #8: The scope of this project will only contain those services related to functional aspects for the location of future buildings, ie: how traffic will flow to a future building, or how deliveries would be made to a future building and recommendations for massing of the buildings.

Question #9: Will Owner provide forecasting of square footage space needs?

Answer #9: Yes, interior space planning will be performed outside of the scope of the Master Planning contract and we will provide the Master Planning Contractor with projected needs.

Question #10: Will the selected firm be responsible for office space planning?

Answer #10: No, space planning is outside the scope of this project, including space planning for the Legislature. In general, interior space planning information will be provided by the Owner and is not included in the Master Plan scope.

Question #11: Schedule of project?

Answer #11: The overall Master Plan should be completed within one year. Portions of the planning project will have to be expedited to facilitate other ongoing projects on the campus.

Question #12: What are the purposes of having a cost estimator and hazardous materials consultant as part of the team?

Answer #12: A cost estimator will serve the purpose of providing a rough order of magnitude for the costs of enacting the master plan, or portions thereof. The campus and its surrounding areas have historically been an area of residential housing, but the potential for underground storage tanks and other unforeseen hazardous materials may require the expertise of a hazardous materials consultant.

Question #13: How does the Owner store their data on buildings and grounds?

Answer #13: The General Services Division uses Auto-Cad to store site drawings, site utility information and building drawings. We recognize that there are inadequacies in the current collected data including accuracy of information and keeping files updated.

Question #14: Does the prospective contract cover the analysis of the conditions of existing buildings?

Answer #14: No, this is outside the scope of the contract. The Owner and other contracted A&E personnel are currently examining the existing buildings. We will provide necessary information to the selected firm.

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: GDR06423

Date: FEB 20, 2008

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: BULLHART HORN INC.
 Firm Address: 400 TRACY WAY
SUITE 110
CHARLESTON, WV 25311

Representative Attending: MICHAEL PHILLIPS
 Phone Number: 304 346 1127
 Fax Number: 304 346 7295
 Email Address: M.PHILLIPS@BH-BA.COM

Firm Name: SWANKE HAYDEN COLLELLA ARCHITECTS
 Firm Address: 295 LAFAYETTE ST
NY, NY 10012

Representative Attending: ROBERT KLEIN
 Phone Number: 212 219 6698
 Fax Number: 212 219 0488
 Email Address: KLEIN.B@SHEA.COM

Firm Name: WBCA
 Firm Address: 1501 SOUTH CLINTON ST.
SUITE #500
RACTON RD. 21227

Representative Attending: KEVIN NIKIEL
 Phone Number: 410-246-6700
 Fax Number: 410-246-6740
 Email Address: KNIKIEL@WBCA.COM

Firm Name: WV REAL ESTATE DIVISION

Representative Attending: AKIM PANTER
 Phone Number: 556 - 3062

Firm Name: ZMM - MKT (WALACE/ROBERTS/TOPO)
 Firm Address: 222 LEE STREET, WEST
CHARLESTON, WV 25302

Representative Attending: ADAM R. KRASON
 Phone Number: 304.342.0159
 Fax Number: 304.345.8144
 Email Address: ARK@ZMM.COM

Firm Name: SHEA
 Firm Address: 295 LAFAYETTE
NY, NY 10012

Representative Attending: ROB COLE
 Phone Number: 212-219-6604
 Fax Number: 212-219-6259
 Email Address: COLE@SHEA.COM

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: _____

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MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	Alpha Associates Incorporated
Firm Address:	209 Pacific Avenue Morgantown WV 26501
Representative Attending:	Richard Colebank
Phone Number:	304-296-8216
Fax Number:	304-296-8245
Email Address:	rcolebank@alphagc.com

Firm Name:	CMA ENGINEERING
Firm Address:	824 CROSS CANES DRIVE CHARLESTON, WV 25313
Representative Attending:	DANIEL L. ELLARS
Phone Number:	304-343-0316
Fax Number:	304-343-5146
Email Address:	DELLARS@CMAWV.COM

Firm Name:	Floyd Browne Group
Firm Address:	1321A Quoniam St. Char WV 25301
Representative Attending:	Jeff Nelson
Phone Number:	304-344-5161
Fax Number:	304-344-5166
Email Address:	jnelson@floydbrwne.com

Firm Name:	PAUL D. MARSILAN ARCH. F. SOK
Firm Address:	305 WASHINGTON ST. W. CHARLESTON, WV 25302
Representative Attending:	DAVID H. MARSILAN, AIA
Phone Number:	304-343-5310
Fax Number:	304-342-4300
Email Address:	JLORKS@YAHOO.COM

Firm Name:	N VISIONS ARCHITECTS
Firm Address:	200 MAIN ST. ST. ALBANS, WV 25177
Representative Attending:	GEORGE M. SOLTIS
Phone Number:	304-744-3654
Fax Number:	304-201-1209
Email Address:	nvisions@n-visions.com

Firm Name:	THP Limited Parking Consultants
Firm Address:	100 E. Eighth Street Cincinnati, Ohio 45202
Representative Attending:	John F. Wellinger
Phone Number:	614-448-7890
Fax Number:	614-792-5366
Email Address:	jwellinger@thpltd.com

PRE-BID CONFERENCE
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Firm Name:	William H. Gordon Associates
Firm Address:	PO Box 553 301 N. Mildred St. Charleston, WV 25301 Charleston, WV, 25414
Representative Attending:	Nik Tsiak
Phone Number:	304 725 2003 263 1800, 304 340 1000
Fax Number:	725 263 0766 304 7280117
Email Address:	jjacobs@whga.com, whga.com

Firm Name:	- WU GSD
Firm Address:	
Representative Attending:	Robert Krause
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	REFFA WEISKOPF WESTAFF + GETTEL
Firm Address:	408 BLDG OF THE ALLIES PITTSBURGH, PA 15219
Representative Attending:	ALAN WEISKOPF
Phone Number:	412-391-2884
Fax Number:	412-391-1657
Email Address:	aweiskopf@pwwgarch.com

Firm Name:	WU GSD
Firm Address:	
Representative Attending:	DAVID OLTKAUS
Phone Number:	558-4783
Fax Number:	
Email Address:	DAVID.R.OLTKAUS@WV.GOV

Firm Name:	DLHP LLC
Firm Address:	PO Box 1490 LEWISBURG, WV 24901
Representative Attending:	MIKE GILOUS
Phone Number:	304 932 7552
Fax Number:	304 765 5464
Email Address:	MIKE@MICHAELGILOUS.COM

Firm Name:	GAI CONSULTANTS
Firm Address:	500 SUMMERS STREET CHARLESTON, WV 25301
Representative Attending:	DAVID GILMORE
Phone Number:	304-926-8100
Fax Number:	304-926-8180
Email Address:	d.gilmore@gaiconsultants.com

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Firm Name:	Chapman Technical Group
Firm Address:	200 Sixth Avenue St. Albans, WV 25177
Representative Attending:	Joseph Bird
Phone Number:	304-727-5501
Fax Number:	304-727-5580
Email Address:	jbird@chaptech.com

Firm Name:	MCKINNEY & ASSOCIATES
Firm Address:	THE MAXWELL CENTRE 32 - 20th ST. WHEELING, WV 26003
Representative Attending:	TOMMY YOUNG
Phone Number:	304.233.0140
Fax Number:	304.233.4613
Email Address:	tyoung@mckinneyassoc.com

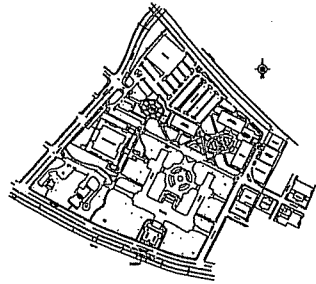
Firm Name:	HOK
Firm Address:	3223 Grace St. NW Washington DC 20007
Representative Attending:	Suzette Goldstein
Phone Number:	202.944.1512
Fax Number:	202.339.8800
Email Address:	suzette.goldstein@hok.com

Firm Name:	WETA
Firm Address:	
Representative Attending:	Richard Harrison
Phone Number:	215 792 8215
Fax Number:	215 792 8551
Email Address:	RHUFEMAN@PH.WETDESIGN.COM

Firm Name:	MICHAEL BAKER JR., INC.
Firm Address:	5000 West Washington St. 2nd Floor Charleston, WV 25313
Representative Attending:	R. Todd Schoedcraft
Phone Number:	(907) 749-0821
Fax Number:	(907) 749-0822
Email Address:	tschoedcraft@mbakercorp.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

**STATE OF WEST VIRGINIA
CAPITOL CAMPUS
MASTER PLAN**



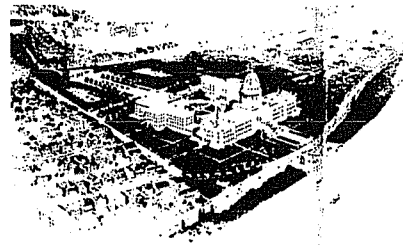
MASTER PLAN GOALS

- HISTORICAL
- NEW BUILDING LOCATIONS
- PARKING
- SECURITY
- CIRCULATION
- LANDSCAPE
- FUNCTIONAL
- EVENTS
- SHAREHOLDERS

HISTORY

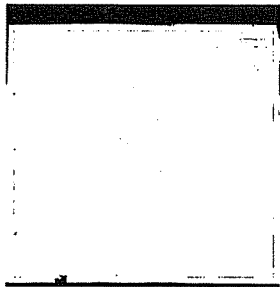
- 1924-1932 INITIAL CONSTRUCTION
- 1948-1960 OFFICES
- 1970's
- 1980's to PRESENT

CASS GILBERT - 1932

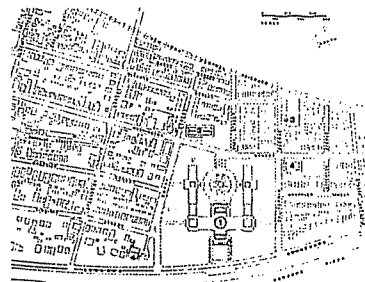


CAPITOL GROUNDS

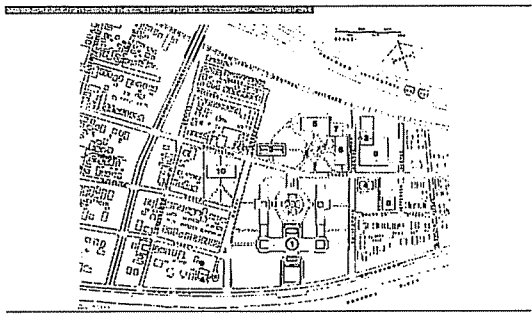
CASS GILBERT JR - 1950



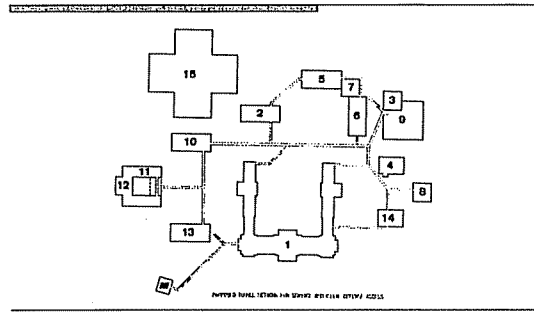
**1960's MASTER PLAN
EXISTING CONDITIONS**



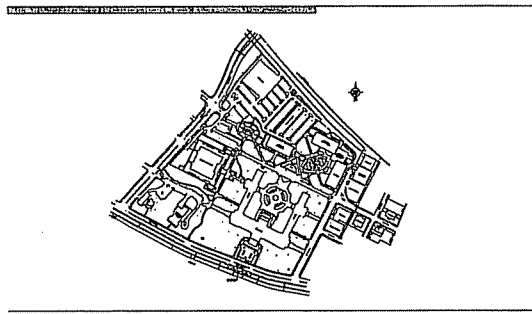
1960's MASTER PLAN REVISED CONDITIONS



1960'S MASTER PLAN TUNNEL SYSTEM



EXISTING CONDITIONS



NEW BUILDING LOCATIONS

- REVENUE CENTER
- DAYCARE
- PARKING STRUCTURES
- FUTURE OFFICE BUILDINGS
- OTHER FUTURE BUILDINGS

- PROPERTY AQUISITION

CAMPUS PLANNING

- MAINTAIN CAMPUS ATMOSPHERE
- URBAN SPACE
 - COMMUNITY USE
- OUTDOOR ACTIVITIES
 - SUMMER MARKET
 - SPECIAL EVENTS / DEMONSTRATIONS
- FESTIVALS & EVENTS
 - INAUGURATIONS
 - VANDALIA FESTIVAL
 - JOYFUL NIGHT

PARKING

- GOVERNMENT EMPLOYEES
- LEGISLATORS
- VISITORS
- MUSEUM & TOURS
- STATE VEHICLES

- STRUCTURES
- SURFACE LOTS
- STREET PARKING

PARKING MAP



- PARKING BUILDING – 750 SPACES
 - TOTAL SPACES – 2350 SPACES
-

Security

- Perimeter Security
 - Limit / Control Traffic on Campus
 - Access Zones
 - Maintain 'Open' Campus
-

USERS

- GOVERNOR AND ELECTED OFFICIALS
 - SUPREME COURT
 - LEGISLATURE
 - STATE EMPLOYEES
 - STATE BUSINESS VISITORS
 - EDUCATIONAL VISITS
-

CIRCULATION

- VEHICLE
 - PEDESTRIAN
 - HANDICAPPED ACCESS
 - BUSSES
 - SIGNAGE
-

FUNCTIONAL CONCERNS

- MAINTENANCE
 - BUILDING MAINTENANCE
 - NEW CONSTRUCTION
 - LANDSCAPING
 - LOADING DOCK ACCESS FOR BUILDINGS
 - UTILITIES
-

ENVIRONMENTAL

- LEED
 - This Project
 - Other Projects on Campus
 - ENVIRONMENTALLY FRIENDLY
 - Current 'cutting edge' design
-

SHAREHOLDERS

- LEGISLATURE
 - ADMINISTRATIVE BRANCH
 - CAPITOL BUILDING COMMISSION
 - PUBLIC
-

SCOPE OF SERVICES

- PLANNING PROJECT
 - FACILITATION WITH SHAREHOLDERS
 - DESIGN PHASE -
 - SECURITY
 - PARKING
 - OTHERS
 - CONSTRUCTION PHASE -
-

QUESTIONS ??
