



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
DPS0843

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/01/2008				

BID OPENING DATE: **07/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-00-00-001		
<p>ARCHITECT/ENGINEERING SERVICES, PROFESSIONAL</p> <p>EXPRESSION OF INTEREST (EOI)</p> <p>OPEN-END CONTRACT TO PROVIDE ARCHITECT AND ENGINEERING SERVICES FOR VARIOUS PROJECTS ACROSS THE STATE OF WEST VIRGINIA, FOR THE WEST VIRGINIA STATE POLICE, PER THE SPECIFICATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p>						

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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

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				DPS0843-----		
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				BID OPENING TIME: 1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DPS0843 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**EXPRESSION OF INTEREST
WEST VIRGINIA STATE POLICE DPS 0843**

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 State Police, from qualified firms to provide architectural/engineering services as defined in section two (2) and three (3).

1.2 Project:

The mission or purpose of the project(s) described in sections 2 & 3 is to design or renovate facilities located throughout West Virginia. The size of various facilities will vary in scope from the small detachment office, with a staff of four to five personnel (approximately 4,000 square feet) to a Troop Headquarters complex which includes office space and shop facilities (approximately 20,000 square feet). Consideration must be given to potential future expansion, consistent with growth of the respective areas. Such design services will include appropriate considerations for electrical, mechanical (including heating, ventilation and air conditioning), plumbing, fire suppression, emergency power, communications and security. The agency has established the following list of projects which are currently of the highest priority and are likely to be completed during the life of this contract, contingent upon funding. The facilities considered for new construction or renovation include the following:

Calhoun County Detachment * (New Construction) 4,000 Sq Feet on property adjacent to the High School located along WV Route 16 near Mount Zion WV.

Oak Hill Detachment (Major Renovation)
1853 Main Street East
Oak Hill, WV 25901

This renovation would include, but not limited to, adding an addition to the existing structure and renovating the existing structure to include new electrical, HVAC and plumbing. The combined structures would be approximately 4,000 Sq Feet.

Lewisburg Detachment*(New Construction) This would be a 4,000 Sq Foot structure on property near the Greenbrier East High School.

Bridgeport Detachment/Troop 1 Headquarters Complex* New Construction. This property is located along Meadowbrook Road between Bridgeport and Shinnston WV. This would be a 20,000 foot structure as described above in the first portion of 1.2.

Spencer Detachment*(New Construction) This would be a 4,000 Sq Foot structure and tentative plans are to consolidate this with the Calhoun County Structure listed above.

Elkins Detachment/Troop 3 Headquarters Complex*Renovation Army Reserve Center U.S 219 Beverly WV. This would be a renovation of the Army Reserve Center. This renovation would include, but not be limited to, electrical, HVAC, plumbing, and outfitting the garage area to accommodate a vehicle mechanic shop. This would include, but not be limited to installing vehicle lifts. This would be a 20,000 foot compound as described above.

Hamlin Detachment* (New Construction) 4,000 Square foot. Property to be potentially located by the 911 Center. This is located on Marconi Drive in Hamlin, WV.

Logan/Troop 5 Headquarters Complex*(New Construction) This would be a 20,000 square foot construction located approximately 3 miles South of Chapmanville on property currently under the control of the WV Dept. of Highways, situated approximately 1 mile from U.S. Route 119.

Winfield Detachment*(New Construction) 4,000 Square Foot located at 3389 Winfield Road, Winfield WV

Welch Detachment*(New Construction) 4,000 Square Foot, located at 850 Virginia Avenue, Welch WV.

Parkersburg Detachment (Major Renovation)

3828 Staunton Turnpike

Parkersburg WV 26104

This to include, but not limited to, building an addition onto the existing structure, and replacing HVAC, Electrical and plumbing as needed in the existing structure.

* Actual locations for each site are subject to change and will be determined on a case by case basis. Locations will be determined by what will be the most fiscally reasonable decision and/or the best location to serve the citizens in the area of coverage for the particular detachment. A portion of this construction may occur at a different site than where the current detachment is located.

1.3 Format: N/A

1.4 Inquiries:

Additional information 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:

John Abbott
 Purchasing Division
 P.O. Box 50130
 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 and 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 between the 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 the firm's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content.
- 1.8 Labeling of the Sections:** The response sections should be labeled for ease of evaluation
- 1.9 Submission:**
- 1.9.1 State law requires that the original expression shall be submitted to the Purchasing Division. All copies to the Purchasing Division must be submitted prior to the date and time stipulated as the opening date. All expressions will be date and time stamped on the Purchasing Division official time clock to verify time and date of receipt.
- 1.9.2 Firms mailing expressions should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Division **CANNOT** waive or excuse late receipt of an expression which is delayed and late for any reason according to WV 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 and one convenience copy (3-Ring Binder Preferred), plus (1) copy on compact disc of a single PDF File 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 #: 32- John Abbott
Req#: DPS0843
Opening Date: 7/23/2008
Opening Time: 1:30 PM**

- 1.10 Rejection of Expressions:
The State shall select the best value solution according to 5G-1-3 of the West Virginia State Code. However, the State reserves the right to accept or reject any or all expressions and to reserve the right to withdraw this Expression of Interest at any time and for any reason. Submission of, or receipt by the State of Expressions confers no rights upon the firm nor obligates the State in any manner.
- 1.11 Incurring Cost:
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 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 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 request for copies of any document. Current the fees are \$0.50/page, or a minimum of \$10.00 per request, which ever is greater.

1.15.2 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 EOI:	7/01/2008
Firm's Written Questions Submission Deadline:	7/15/2008
Expressions of Interest Opening Date:	7/23/2008

1.16.1 Mandatory Pre-Bid Conference: N/A

1.17 Bond Requirements: N/A

1.18 Purchasing Affidavit

WV 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:

2.1.1 The WV State Police Headquarters is located at 725 Jefferson Road, South Charleston WV, 25309. The point of contact is 1st Sgt. R.L. Pursley, phone # 304-746-2238.

2.2 The project is located at:

*See 1.2 under Part 1, General Information.

2.3 Background

The contract, which will result from this solicitation, is intended to encompass new construction, major renovations, and other related work at multiple agency facilities throughout the State of West Virginia. These facilities will range from small detachment offices, (approximately 4,000 square feet) to Troop Headquarters complex, which includes office space and shop facilities (approximately 20,000 square feet). The shop facilities may include auto repair shops, as well as an electronic shop, to be utilized in automobile repair and modifications.

Current budget allocations for fiscal year 2009 do not include funding for any new construction or renovation projects. Several potential projects are currently in the conceptual development state and could come to fruition during fiscal year 2009 or in the future. Efforts to solicit funding to implement our facilities improvement project are continual.

The order in which the projects are completed will be determined by a number of factors, including but not limited to, available funding, manpower allocations, agency mission, legislative and executive input. This list is offered in no particular order. Otherwise stated, as funding becomes available this list will be reviewed and the first project completed from it will be based upon those factors set forth.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

Firms shall be licensed Architectural/Engineering Firms (A/E) and shall be familiar with and have a successful track record of similar projects.

3.2 Scope of Work

The scope of work will be full multi-discipline design services to include those necessary to finalize the facility scope with the owner, develop the site, construct a multi-story facility, and all supporting structures to produce a complete and useable facility. This work may include permitting, approval, and adherence to design guidance from various government agencies.

3.3 Special Terms and Conditions

- 3.3.1 Bid and Performance Bonds: N/A
- 3.3.2 Insurance Requirements: \$1,000,000 Professional Liability
- 3.3.3 Workers Compensation Certificate upon award
- 3.3.4 Litigation Bond: N/A.

3.4 General Terms and Conditions:

By signing and submitting the EOI, the successful firm agrees to be bound by all the terms contained in Section Three (3) of this EOI.

3.4.1 Conflict of Interest

Firm affirms that it, its officers 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 interest. Any such interest 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 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 any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of an Federal grant, the making of any Federal loan, the entering 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 omission 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 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 the 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:

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. 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 arrival of acceptable progress or deliverables as documented in the firm's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

3.4.15 Liquidated Damages: N/A

3.4.16 Record Retention (Access & Confidentiality):

Firm shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the firm. The firm shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at firm's location during normal business hours upon written request within 10 days after receipt of the request.

3.4.17 Other

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 and party attributed to actions of breach of confidentiality by the firm, subcontractors, or individuals permitted access by the firm.

The information submitted shall be formatted in the same set forth below. All elements must be responded to with specific answers and in an unequivocal manner. Failure to address all elements or comply with the above instructions as to format may be cause for rejection of the entire proposal.

- A. A statement of the firm's ability to handle the project in its entirety.
- B. A statement of the firm's capability to formulate designs for the structures encompassed by the project which comply with all applicable State and Federal regulations.
- C. A statement of the firm's acceptance and full understanding that any and all work product produced as a result of this contract will become the property of the agency and can be used or shared as the agency deems appropriate.
- D. A statement as to where the firm has offices or facilities and from which facility they intend to supervise this project. If the firm intends to have some project elements developed at other locations, the documents submitted must clearly set forth which elements these are and where these other facilities are located. Only firms with qualified professionals in the structural, civil, electrical and mechanical (to include HVAC and plumbing) engineering specialties on staff and acting as direct employees, not sub contracted will be considered.
- E. A statement of the proposer's experience in the planning, designing, and administration of construction projects for a project of this type. Such statement shall include the following:
 - 1. A list of similar projects designed by the firm or for which construction contracts were administered during the past five years.
 - 2. The size of each project and the nature of the operation or facility which it was designed to accommodate.
 - 3. Whether such projects were completed on time.
 - 4. Whether such projects were completed within budget and an explanation if the facilities were not within budget.
- F. A statement as to the scope of work currently being handled by the firm.
- G. The names, addresses and telephone numbers of at least eight references which may be contacted by the agency concerning the firm's work on projects of this type.
- H. The names, addresses, telephone numbers and credentials of the firm's corporate officers and principals.
- I. A statement of the qualifications and experience of key professional staff members to be assigned on this project (if awarded), including the percentage of time to be devoted to this project.

- J. A statement of the firm's policy toward minority participation in the projects it designs, engineers or for which it administers construction contracts.
- K. A description of any litigation or arbitration proceedings, to include vendor complaints filed with the state's Purchasing Division, related to the firm's performance of a contract for A/E services or the administration of construction contracts for facilities the firm has designed.
- L. A statement as to whether the firm has ever been disqualified from bidding or proposing governmental contracts for the federal government or any state.
- M. A statement as to whether any procurement law in the State of West Virginia would affect the potential award of a contract to the firm for this project.

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 cost 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 (59-3-1 et 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 discussion 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, 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 committee shall review the submittals and select not less than three firms as most qualified and schedule those firms for interview.

Each interview firm shall begin with a score of one hundred based on the criteria below:

Demonstrated experience and qualifications

Points: 50

Proposed methodology for providing the services for this project such as quality, cost, and management controls.

Points: 30

Oral Interview

Points: 20

Interviews will be a 15-30 minute presentation followed by questions from the Committee.

END SPECIFICATIONS

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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 is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____