



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  
 GSD116408

PAGE  
 1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2010				

BID OPENING DATE: 09/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-07		
<p>A&amp;E SERVICES: DESIGN OF ADA RAMP TO LEVEE/BOAT DOCK</p> <p>EXPRESSION OF INTEREST (EOI)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING EXPRESSIONS OF INTEREST FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF AN ADA COMPLIANT ACCESS RAMP TO THE KANAWHA RIVER LEVEE AND FUTURE FLOATING BOAT DOCK LOCATED ON KANAWHA BOULEVARD ACROSS FROM THE GOVERNOR'S MANSION IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS EOI, VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/31/2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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2

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KRISTA FERRELL 304-558-2596

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08/19/2010				

BID OPENING DATE: 09/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF EOIS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE EOI.</p> <p>REV. 09/21/2009            BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED EOI MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE EOI SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE EOI MAY NOT BE CONSIDERED:</p> <p>SEALED EOI</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>EOI. NO.: GSD116408</p> <p>EOI OPENING DATE: 09/15/2010</p>						

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**GSD116408**

PAGE:  
**4**

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**KRISTA FERRELL  
 304-558-2596**

**VENDOR**

RFQ COPY  
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**SHIP TO**

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
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 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2010				

BID OPENING DATE: **09/15/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EOI OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR EOI:  ----- CONTACT PERSON (PLEASE PRINT CLEARLY):  -----  ***** THIS IS THE END OF RFQ GSD116408 ***** TOTAL: _____						

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State of West Virginia  
Department of Administration

General Services Division  
Architecture -Engineering Section  
ADA-Compliant Pedestrian Ramp  
To New Boat Dock – GSD 116408

**EXPRESSION OF INTEREST**  
**EOI# GSD 116408**

**Architectural / Engineering Services**  
**WV Capitol Complex**  
**ADA-Compliant Pedestrian Ramp to new Boat Dock**  
**1900 Kanawha Boulevard, East**  
**Charleston, WV**

**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 General Services Division, "Agency", from qualified firms to provide architectural/engineering design of a new ADA-compliant pedestrian ramp to a new boat dock. The ramp will be located near the existing "levee wall" south of the Main Capitol Building (across Kanawha Boulevard). The design will connect the Kanawha Boulevard sidewalk to the mid-level levee walk and then continue to the prospective location of the boat dock being designed and constructed by other parties.

**1.2 Project:**

The mission or purpose of the project described in sections 2 & 3 is to provide Architectural/Engineering (A/E) services to perform the work described above. Work submitted to the Owner will include an electronic version in AutoCAD format. This EOI includes construction phase services in coordination with the Owner's representative.

**1.3 Format: N/A**

**1.4 Inquiries:**

Additional information inquiries regarding this EOI must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission, which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Krista Ferrell, Buyer Supervisor  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305-0130  
Phone: (304) 558-2596  
Fax: (304) 558-4115  
[Krista.s.ferrell@wv.gov](mailto:Krista.s.ferrell@wv.gov)

State of West Virginia  
Department of Administration

General Services Division  
Architecture -Engineering Section  
ADA-Compliant Pedestrian Ramp  
To New Boat Dock – GSD 116408

**The firm, or anyone on the firm's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee.** Violation may result in rejection of the EOI. The State Buyer named above is the sole contact for any and all inquiries after this EOI has been released.

**1.5 Vendor Registration:**

Firms participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Firm is not required to be a registered vendor in order to submit an EOI, but the **successful firm must** register and pay the fee prior to the issuance of an actual contract.

**1.6 Oral Statements and Commitments:**

Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm's representatives and any State personnel are **not** binding. Only the information issued in writing and added to the Expression of Interest specifications file by an official written addendum is binding.

**1.7 Economy of Preparation:**

EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content.

**1.8 Labeling of the Sections:** The response sections should be labeled for ease of evaluation.

**1.9 Submission:**

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

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

**Submit:**

One original plus (3) convenience copies to:  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Department of Administration

General Services Division  
Architecture -Engineering Section  
ADA-Compliant Pedestrian Ramp  
To New Boat Dock – GSD 116408

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

Buyer:	Krista Ferrell
Req#:	GSD116405
Opening Date:	<b>September 15 , 2010</b>
Opening Time:	1:30 pm

**1.10 Rejection of Expressions:**

The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. However, the State reserves the right to accept or reject any or all expressions and to reserve the right to withdraw this Expression of Interest at any time and for any reason. Submission of, or receipt by the State of Expressions confers no rights upon the firm nor obligates the State in any manner.

**1.11 Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any firm responding to this EOI for expenses to prepare, deliver, or to attend the short-list interviews.

**1.12 Addenda:**

If it becomes necessary to revise any part of this EOI, an official written addendum will be issued by the State to all potential firms of record.

**1.13 Independent Price Determination:**

A contract will not be considered for award if the negotiated price was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor.

**1.14 Price Quotations:** No "price" or "fee" quotation is requested or permitted in the response.

**1.15 Public Record:**

*1.15.1 Submissions are Public Record.*

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All EOI's submitted by firms shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the expressions have been opened.

*1.15.2 Written Release of Information.*

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplication fees paid in advance.



State of West Virginia  
Department of Administration

General Services Division  
Architecture -Engineering Section  
ADA-Compliant Pedestrian Ramp  
To New Boat Dock – GSD 116408

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	<b>August 20, 2010</b>
Written Questions Submission Deadline	<b>August 31, 2010</b>
Expressions of Interest Opening Date	<b>September 15, 2010</b>
Estimated Date for Interviews, Week of	<b>October 5-12, 2010 (approx.)</b>

1.17 **Mandatory Prebid Conference:** N/A

1.18 **Bond Requirements:** N/A

1.19 **Purchasing Affidavit:**

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

**PART 2**

**OPERATING ENVIRONMENT**

2.1 **Location:** The West Virginia State Capitol Complex, located at 1900 Kanawha Boulevard, East, Charleston, WV is, in general, bounded by an area from Greenbrier Street on the west to California Avenue on the east and from Kanawha Boulevard on the south to Piedmont Road on the north. The project will be located adjacent to the Kanawha River, south of the Main Capitol Building, immediately adjacent to the limestone levee wall constructed as part of the Capitol Complex. The project shall be located in the areas immediately adjoining this Levee wall area; with the existing levee wall, stairwells, landings and steps not being affected by the construction of this new ramp.

2.2 **Background:** As a separate project from this ADA-compliant ramp (with separate sources of funding), a floating boat dock will be designed and constructed off the lower steps of the Levee. The Agency requires that this floating dock area be made accessible under the

State of West Virginia  
Department of Administration

General Services Division  
Architecture -Engineering Section  
ADA-Compliant Pedestrian Ramp  
To New Boat Dock – GSD 116408

Americans with Disabilities Act. The state has already evaluated other options and has determined that an ADA-compliant ramp would be the preferred solution. The existing limestone levee wall is considered part of the historic context of the Capitol Building and should not be extensively modified. The new ramp shall respect that historic context. The design will connect the Kanawha Boulevard sidewalk to the mid-level levee walk and then continue to the prospective location of the boat dock being designed and constructed by other parties.

### **PART 3                   PROCUREMENT SPECIFICATIONS**

- 3.1    General Requirements: This project includes all services necessary to design and construct the ramp including site surveys and testing. The project team must also provide design services for bid documents to construct the ramp. Firm shall be capable of providing construction phase services in coordination with Agency personnel. Firms are to be WV licensed Architectural or Engineering (A/E) firms and must be familiar with, and have a successful track record of providing all required services. The firm must have a minimum of five (5) years experience in designing similar projects.

The West Virginia State Capitol is on the National Register of Historic Places. The ADA compliant ramp design must be compatible with the design of the Capitol building and existing Levee Wall. Expertise with designing projects in a historical context should be demonstrated.

The project will be located in an area that is susceptible to periodic flooding and must take into consideration stream hydraulics and debris deposition. Security and lighting shall be considerations in the design.

- 3.2    Project Description: In addition to producing schematic and preliminary design and construction (bidding) documents, the successful A/E will be responsible for verifying, coordinating and documenting existing service lines, tie-ins, and relocations of all utilities and related design, rebuild and enhancements. The documentation will be provided to the Owner in both paper and electronic formats with drawing files provided in AutoCAD format.

All project drawings will be in sets of three (3) paper and one (1) in AutoCAD format to allow future changes to the drawings. All drawings and electronic versions will be given to the GSD Architecture / Engineering Section Manager or their designee. The State shall retain copyright control over the final documents and may reuse documents for State facilities management purposes.

- 3.3    **Special Terms and Conditions: N/A**

3.3.1   *Bid and Performance Bonds: N/A*

State of West Virginia  
Department of Administration

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Architecture -Engineering Section  
ADA-Compliant Pedestrian Ramp  
To New Boat Dock – GSD 116408

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.

State of West Virginia  
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Architecture -Engineering Section  
ADA-Compliant Pedestrian Ramp  
To New Boat Dock – GSD 116408

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

State of West Virginia  
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ADA-Compliant Pedestrian Ramp  
To New Boat Dock – GSD 116408

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

State of West Virginia  
Department of Administration

General Services Division  
Architecture -Engineering Section  
ADA-Compliant Pedestrian Ramp  
To New Boat Dock – GSD 116408

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: N/A*

State of West Virginia  
Department of Administration

General Services Division  
Architecture -Engineering Section  
ADA-Compliant Pedestrian Ramp  
To New Boat Dock – GSD 116408

*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 & 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.

State of West Virginia  
Department of Administration

General Services Division  
Architecture -Engineering Section  
ADA-Compliant Pedestrian Ramp  
To New Boat Dock – GSD 116408

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 three 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 Concept**

Provide a general discussion of the project and the firm's approach to addressing issues and concerns including anticipated concepts, proposed methods of design and project sequence as explained in the Background, General Requirements, and Project Description, above.

Include a discussion of similar previous projects and how these issues were resolved.

##### **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 must have expertise in the A/E areas previously mentioned



State of West Virginia  
Department of Administration

General Services Division  
Architecture -Engineering Section  
ADA-Compliant Pedestrian Ramp  
To New Boat Dock – GSD 116408

(ADA Access Ramp Design). Provide information on all 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 ADA and related life safety code requirements.
- g. Provide a description of any litigation or arbitration proceedings, including vendor complaints filed with the State's Purchasing Division, disputes with other Agencies of the State of West Virginia that involved legal representation by either party relating to the firm's delivery of design services, if applicable. Also, any disputes with other Agencies of the State of West Virginia that involved legal representation by either party.

#### 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. Firm's managing personnel for this project must have at least five years of experience in designing ADA Access Ramps as described herein. Provide descriptions of not more than ten projects performed in the last ten years. Projects of interests should include

State of West Virginia  
 Department of Administration

General Services Division  
 Architecture -Engineering Section  
 ADA-Compliant Pedestrian Ramp  
 To New Boat Dock – GSD 116408

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 provide
  - 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
- e. 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      | 15 points possible |
| 2) Firm/Team Qualifications:   | 20 points possible |
| 3) Project Organization  | 20 points possible |
| 4) Demonstrated Experience in Completing Projects of a Similar Size and Scope: | 25 points possible |
| 5) Oral Interview  | 20 points possible |

State of West Virginia  
Department of Administration

General Services Division  
Architecture -Engineering Section  
ADA-Compliant Pedestrian Ramp  
To New Boat Dock – GSD 116408

Selected firms should be prepared to conduct an approximately forty-five minute, 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 the project or submitted proposals.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_