



BUILDING 9 (CULTURE CENTER) RENOVATIONS PROJECT

REQUEST FOR EXPRESSION OF INTEREST

Issued November 12, 2025 | Proposals Due December 4, 2025

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SECTION ONE: GENERAL INFORMATION

PURPOSE: The Department of Tourism (“Agency”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.

PROJECT: The purpose of the project for which bids are being solicited is to complete a multi-system assessment of the building, producing a report with recommended repair options, to then be followed by design and construction administration of various repairs to the Agency’s Building 9, “the Culture Center,” located in Charleston, WV.

SCHEDULE OF EVENTS:

Release of the Expressions of Interest.....	11/12/2025
Written Questions Submission Deadline by 5 p.m.....	11/26/2025
Addendum Issued.....	12/1/2025
Expressions of Interest Due/ EOI Bid Opening at 2 p.m.....	12/4/2025
Evaluation Committee List of Three Highest Qualified Firms Provided.....	TBD
Estimated Date for Interviews of Three Firms.....	TBD
Price Negotiations Commence with Highest-Ranked Firm.....	TBD

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that, if overlooked, could lead to the disqualification of a Vendor’s bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in the disqualification of Vendor’s bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words “must,” “will,” and “shall.” Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Department of Tourism. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum at WVtourism.com/purchasing if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have a solicitation number in the subject line.

Question Submission Deadline: **November 26, 2025 by 5 p.m.**

SUBMIT QUESTIONS VIA EMAIL TO:

Hanna Kroeger, Accounting Coordinator

Hanna.E.Kroeger@wv.gov

4. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding. Only information issued in writing and added to the Solicitation by an official written addendum by the Department of Tourism is binding.

5. EOI RESPONSE SUBMISSION: All bids must be submitted electronically by email to Hanna.E.Kroeger@wv.gov rather than through OASIS.

6. ADDENDUM ACKNOWLEDGMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Department of Tourism and posted at WVtourism.com/purchasing. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgment should be submitted with the bid to expedite document processing.

7. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

8. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

9. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §144-3-7.5.2, from the time a requisition is submitted to the Procurement Officer for public advertisement until an award is made, evaluators and office personnel are not permitted to communicate with vendors about the solicitation or any component thereof without prior approval from the Procurement Officer. All communications and inquiries from bidders regarding the solicitation must be directed to the Procurement Officer until an award has been made. Nothing in this subsection, however, shall prevent the evaluators and office personnel from communicating with a vendor about existing contracts or other matters unrelated to the solicitation in question.

10. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division's Vendor Registration Section and must have paid the \$125 fee, if applicable.

11. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the selected Vendor's proposed pricing, submitted during the price negotiation step.

12. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents and are subject to the West Virginia Freedom of Information Act. W. Va. Code §§ 29B-1-1 et seq. West Virginia Code, however, exempts from disclosure "[a]ny documentary material, data or other writing made or received by the Department of Tourism, the West Virginia Department of Economic Development, or the Tourism Advisory Council, for the purpose of furnishing assistance to a new or existing business, or of developing or implementing a comprehensive tourism advertising, promotion, and development strategy pursuant to § 5B-21-4 of this code." W. Va. Code § 5B-21-8.

13. INTERESTED PARTY DISCLOSURE: West Virginia Code requires that the vendor submit to the Department of Tourism a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

14. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For the purposes of this Solicitation, a bid is considered delivered when confirmation of delivery has been provided via email from Hanna Kroeger.

Bid Opening Date and Time: December 4, 2025, 2 p.m.

Bid Opening Location: Suite 100, Building 3, 1900 Kanawha Blvd East, Charleston, WV 25305

15. E-MAIL NOTIFICATION OF AWARD: Tourism will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide Tourism with a valid email address in the bid response. Bidders may also monitor Tourism's website to determine when a contract has been awarded.

SECTION THREE: PROJECT SPECIFICATIONS

1. BACKGROUND: Building 9, commonly known as The Culture Center, is a multi-story 180,000 square foot multi-use building housing the administrative offices of the Department of Tourism, the Norman L. Fagan State Theater, the Great Hall exhibit and event space, the Jerry Rose Dance Studio, the State Archives, the State Museum, the State Historic Preservation Office, the State Arts Office, the National Coal Heritage Area Authority and the State Library Section located in Charleston, WV. Specifically, the Culture Center is a square-shaped building located on the State Capitol Complex. The Culture Center was originally constructed in 1976. The last major renovation of the Culture Center occurred in 2009, encompassing the remodel of the State Museum.

In July of 2025, the Department of Tourism (the "Agency") assumed (from the former WV Department of Arts, Culture & History) the responsibility for facility operations and maintenance, for which they intend to make specified facility upgrades as outlined in the Project and Goals below.

Vendor will perform a full evaluation and produce an assessment report for the building. Evaluation should include HVAC system, exterior envelopes (patio deck and well), elevators and escalators, fire systems, electrical systems, plumbing, hot water distribution system, security system, restroom renovations, museum maintenance and upgrades, theater maintenance and upgrades, marble repair, carpeting, painting, Great Hall modernization, library modernization, storage upgrades for more efficient use of space, and any other improvements discovered during the assessment. Vendor will provide recommendations and a cost estimate for repairs and upgrades. The evaluation should not include the roof replacement or Great Hall window repairs, as these two projects are already underway.

Upon review of the assessment report and the Agency's acceptance of repair recommendations, Vendor will prepare design documents for what could be multiple competitively bid construction projects. The Vendor will also provide construction administration to accomplish the goals and objectives described herein.

2. PROJECT AND GOALS: The project goals and objectives are listed below. Vendors shall discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:

2.1 GOAL/OBJECTIVE 1: The successful design team will perform an assessment of the building including but not limited to the Agency-specified systems within the building and prepare comprehensive reports which make recommendations for repair and provide budgetary estimates for multiple, tiered cost-effective solutions addressing those recommendations.

Within their proposal, Vendors should provide documentation regarding their experience with performing such assessments on buildings of the type and character expressed herein. Experience with assessments of historic buildings and cost controls should be exemplified.

2.2 GOAL/OBJECTIVE 2: The Agency anticipates that the Vendor will, if necessary, propose a design team that includes specialty subconsultants for the various building systems. The successful team will provide schematic and developmental design, construction documents, and bid phase services in support of the projects the Agency undertakes in response to the initial assessments.

The successful team will provide project management and supervision of the construction phases of the project, to the extent feasible under the Department of Tourism's budget priorities, including scheduling and leading pre-bid meetings for the construction phases, as well as managing the construction phases to completion for approved construction projects.

Within their proposal, the Vendor should provide documentation to demonstrate their qualifications and experience in providing such design services and indicate how their team is composed and will work to address these activities. Exemplary projects should be those in which building envelope, HVAC, elevator and escalator, electrical assessment, fire protection system, water issues and general modernization have been addressed. Experience with the design of repairs to historic buildings and cost controls should be exemplified.

2.3 GOAL/OBJECTIVE 3: It is anticipated that the project may require the Vendor to produce designs for and oversee multiple competitive bid packages in order to phase construction, for both budgetary control and to accommodate occupancy.

Within their proposal, the Vendor should provide documentation of past projects in which they have designed and administered multiple, phased construction projects.

2.4 GOAL/OBJECTIVE 4: The intent is for any and all repairs and/or upgrades to the Culture Center to take place during an occupied renovation whereas the building occupants will not relocate during any type of investigation/construction activities. The Vendor will be asked to submit an acceptable design so as not to inconvenience the building occupants.

Within their proposal, the Vendor should provide documentation to demonstrate their experience on projects in occupied buildings.

2.5 GOAL/OBJECTIVE 5: The Vendor will be required to produce construction documents and administer construction in compliance with the State of West Virginia purchasing regulations. The Agency's procurements are generally governed by the Department of Tourism's purchasing rule, W. Va. Code R. §144-3-1 et seq., in addition to American Institute of Architects (AIA) general conditions, supplementally amended by the State to bring them into compliance with West Virginia State Code.

Within their proposal, Vendors should provide documentation of past projects in which they have adhered to standards such as these and explain their approach to administering the construction of the project with the Agency.

3. QUALIFICATIONS, EXPERIENCE, AND PAST PERFORMANCE: Vendors shall provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the locations of the projects, project manager name and contact information, type of project, and the project goals and objectives and how they were met.

4. ORAL PRESENTATIONS/INTERVIEWS: The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted proposal, but only clarify information already submitted. A description of the materials and information to be presented is provided below:

4.1 MATERIALS AND INFORMATION REQUIRED AT ORAL PRESENTATION/INTERVIEWS:

4.1.1 Firms selected for an interview should be prepared to conduct approximately sixty (60) minute in-person interview. Generally, the first half of the allotted hour is for the firm to present to the committee, with the latter half reserved for a question-and-answer session.

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. ECONOMY OF PREPARATION: EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.

2. BIDS MUST NOT CONTAIN PRICE INFORMATION: No "price" or "fee" information is permitted in the Vendor's EOI response.

3. EVALUATION AND AWARD PROCESS: Expressions of Interest will be evaluated and awarded in accordance with the procedures set forth in W. Va. Code R. §144-3-1 et seq.

4. CONTRACTING: Upon selection, the contract documents will be forwarded to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

4.1. SELECTION COMMITTEE EVALUATION AND NEGOTIATION: A committee comprised of three to five representatives of the Agency initiating the request shall:

4.1.1. 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.

4.1.2. Conduct interviews with each of the three firms selected.

4.1.3. Rank the three selected firms in order of preference and commence scope of service

4.1.4. and price negotiations with the highest qualified professional firm.

If negotiations are successful, the contract documents will be forwarded to the Cabinet Secretary for review and approval, and then to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

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, the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached, or the solicitation is canceled.

4.2 THREE FIRM EVALUATION RANKINGS: The Agency will evaluate the three firms that have been determined the most qualified to perform the desired service. The evaluation criteria are defined in the Procurement Specifications section and based on a 100-point total score. Points shall be assigned based upon the Vendor's response to the valuation criteria as follows:

Acknowledgment of the Mandatory Requirements	10 Points Possible
Qualifications, Experience, and Past Performance	50 Points Possible
Goals and Objectives: - Anticipated Concepts and Methods of Approach	<u>40 Points Possible</u>
	TOTAL POINTS 100

SECTION FIVE: TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "AGENCY" OR "AGENCIES" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "BID" OR "PROPOSAL" means the Vendor's submitted response to this solicitation.

2.3. "CONTRACT" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "AWARD DOCUMENT" means the document signed by the Agency and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.5. "SOLICITATION" means the official notice of an opportunity to supply the State with goods or services.

2.6. "STATE" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.7. "VENDOR" OR "VENDORS" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

This Contract is a Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within Three hundred sixty-five (365) calendar days, with an optional extension as necessary, upon written agreement entered into by both parties.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document.

5. SERVICE: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

6. EMERGENCY PURCHASES: The Procurement Officer may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. LICENSE(S) /CERTIFICATIONS/ PERMITS: The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications upon request.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award, regardless of whether that insurance requirement is listed in this section.

VENDOR MUST MAINTAIN:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 occurrence.

Notwithstanding anything contained in this section to the contrary, Tourism reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☒ Liquidated damages are not included in this contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state-designated credit cards.)

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor provides during the price negotiation step. Including such fees or charges as notes to the solicitation may result in rejection of Vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The Procurement Officer reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Procurement Officer may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defects in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. LICENSING: In accordance with West Virginia Code of State Rules§ 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor 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, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor 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 Vendor, 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; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. REPORTS: Vendor shall provide any and all reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

39. BACKGROUND CHECK: The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol Complex based upon the results from a criminal background check. Service providers should contact the West Virginia Division of Protective Services at 304-558-9911 for more information.

40. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

41. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

3. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under this solicitation will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

4. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Name

Title

Email

Phone Number

Address

City

State

Zip

CERTIFICATION AND SIGNATURE: By signing below, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code W. Va. Code R. §144-3-1 et seq. which automatically voids certain contract clauses that violate State law.

Company

Authorized Name

Title

Authorized Signature

Date

SECTION SIX: ATTACHED FORMS AND DOCUMENTS

ADDENDUM ACKNOWLEDGMENT FORM SOLICITATION #AEOI TOR2600000003

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Company

Authorized Name

Authorized Signature

Title

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

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 exceeds 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** _____

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not allow a vendor to perform work on a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the state agency prior to beginning work under a contract and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____